SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD
COMBINED WORK SESSION/REGULAR MONTHLY MEETING

AGENDA

Administrative Board Room
2355 2nd Street, Cuyahoga Falls, OH
Thursday, July 16, 2026
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

No Discussion Only Items

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

The item below has been recommended for approval by the May HR/LR and Services & Supports Committees.

I. NEW POLICY 2040 – STANDARDS OF RESPECT AND PROFESSIONAL CONDUCT
Attachment #1

NEW ACTION ITEMS FOR BOARD CONSIDERATION

II. ADMINISTRATIVE APPEAL COMMITTEE RECOMMENDATION
Attachment #2

The items below have been recommended for approval by the July Services & Supports and/or Finance & Facilities Committees.

III. REVISED POLICY 4044 – ADMINISTRATIVE RESOLUTION OF COMPLAINTS
Attachment #3

IV. REVISED POLICY 4001 – PERSON-CENTERED PLANNING
Attachment #4

V. AKRON CHILDREN'S HOSPITAL HELP ME GROW CONTRACT
Attachment #5

VI. MAY/JUNE FINANCIAL STATEMENTS
Attachment #6

VII. BUSINESS AS ADMINISTRATIVE AGENT FOR FAMILY & CHILDREN FIRST COUNCIL

A. SUMMIT DD/FAMILY & CHILDREN FIRST COUNCIL ADMINISTRATIVE AGENT AGREEMENT **Attachment #7**

B. FAMILY & CHILDREN FIRST COUNCIL PLACEMENT CONTRACTS
Attachment #8

BOARD MEETING

I. CALL TO ORDER – ROLL CALL

Cramer ___ Gaugler ___ Dodson ___ Briggs ___ Youssef ___ Schrack ___ James ___

II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS

III. PUBLIC COMMENT

IV. APPROVAL OF MINUTES

A. MAY 18, 2026 (combined work session/regular meeting)
Attachment #9

RESOLUTION #26-07-01 – Resolved that the Board the approve the minutes of the May 18, 2026 combined work session/regular meeting.

Motion:_____ Second: _____

Discussion, if any……

*ROLL CALL VOTE **IF VIRTUAL ATTENDEES***:

Gaugler ___ Dodson ___ Briggs ___ Youssef ___ Schrack ___ James ___ Cramer ___

B. June 24, 2026 (special board meeting)
Attachment #10

RESOLUTION #26-07-02 – Resolved that the Board the approve the minutes of the June 24, 2026 special board meeting.

Motion:_____ Second: _____

Discussion, if any……

*ROLL CALL VOTE **IF VIRTUAL ATTENDEES***:

Dodson ___ Briggs ___ Youssef ___ Schrack ___ James ___ Cramer ___ Gaugler ___

V. BOARD ACTION ITEMS

A. NEW POLICY 2040 – STANDARDS OF RESPECT AND PROFESSIONAL CONDUCT
Attachment #1

RESOLUTION #26-07-03 – Resolved that the Board approve new Policy 2040.

Motion:_____ Second: _____

Discussion, if any……

*ROLL CALL VOTE **IF VIRTUAL ATTENDEES***:

Briggs ___ Youssef ___ Schrack ___ James ___ Cramer ___ Gaugler ___ Dodson ___

BOARD MEETING *(continued)*

V. BOARD ACTION ITEMS *(continued)*

B. ADMINISTRATIVE APPEAL COMMITTEE RECOMMENATION
Attachment #2

RESOLUTION #26-07-04 – Resolved that the Board accept the recommendation of its Hearing Committee and uphold the administrative decision.

Motion:_____ Second: _____

Discussion, if any……

*ROLL CALL VOTE **IF VIRTUAL ATTENDEES*:**

Youssef ___ Schrack ___ James ___ Cramer ___ Gaugler ___ Dodson ___ Briggs ___

C. REVISED POLICY 4044 – ADMINISTRATIVE RESOLUTION OF COMPLAINTS
Attachment #3

RESOLUTION #26-07-05 – Resolved that the Board approve revised Policy 4044, as presented.

Motion:_____ Second: _____

Discussion, if any……

*ROLL CALL VOTE **IF VIRTUAL ATTENDEES*:**

Schrack ___ James ___ Cramer ___ Gaugler ___ Dodson ___ Briggs ___ Youssef ___

D. REVISED POLICY 4001 – PERSON CENTERED PLANNING
Attachment #4

RESOLUTION #26-07-06 – Resolved that the Board approve revised Policy 4001, as presented.

Motion:_____ Second: _____

Discussion, if any……

*ROLL CALL VOTE **IF VIRTUAL ATTENDEES*:**

James ___ Cramer ___ Gaugler ___ Dodson ___ Briggs ___ Youssef ___ Schrack ___

BOARD MEETING *(continued)*

V. BOARD ACTION ITEMS *(continued)*

E. AKRON CHILDREN'S HOSPITAL HELP ME GROW CONTRACT
Attachment #5

RESOLUTION #26-07-07 - Resolved that the Board approve a contract with Akron Children's Hospital for the period July 1, 2026 through June 30, 2027, in an amount not to exceed One Million Two Hundred Forty-Eight Thousand Five Hundred Thirty-Three Dollars ($1,248,533), and that the Superintendent be authorized to sign said contract.

Motion:_____ Second: _____

Discussion, if any……

*ROLL CALL VOTE **IF VIRTUAL ATTENDEES***:

Cramer ___ Gaugler ___ Dodson ___ Briggs ___ Youssef ___ Schrack ___ James ___

F. MAY/JUNE FINANCIALS
Attachment #6

RESOLUTION #26-07-08 – Resolved that the Board approve the May/June Financial Statements.

Motion:_____ Second: _____

Discussion, if any……

*ROLL CALL VOTE **IF VIRTUAL ATTENDEES***:

Gaugler ___ Dodson ___ Briggs ___ Youssef ___ Schrack ___ James ___ Cramer ___

VI. BUSINESS AS ADMINISTRATIVE AGENT FOR FAMILY & CHILDREN FIRST COUNCIL

A. SUMMIT DD/FAMILY & CHILDREN FIRST COUNCIL ADMINISTRATIVE AGENT AGREEMENT **Attachment #7**

RESOLUTION #26-07-09 – Resolved that the Board approve an Agreement to serve as Administrative Agent for Summit County Family & Children First Council for the period July 1, 2026 through December 31, 2027, and that the Superintendent be authorized to sign said agreement.

Motion:_____ Second: _____

Discussion, if any……

*ROLL CALL VOTE **IF VIRTUAL ATTENDEES***:

Dodson ___ Briggs ___ Youssef ___ Schrack ___ James ___ Cramer ___ Gaugler ___

BOARD MEETING *(continued)*

VI. BUSINESS AS ADMINISTRATIVE AGENT FOR FAMILY & CHILDREN FIRST COUNCIL *(continued)*

B. FCFC PLACEMENT CONTRACTS
Attachment #8

RESOLUTION #26-07-10 – Resolved that the Board approve the FCFC residential treatment provider contracts for the period April 1, 2026 through March 31, 2029.

Motion:_____ Second: _____

Discussion, if any……

*ROLL CALL VOTE **IF VIRTUAL ATTENDEES**:*

Briggs ___ Youssef ___ Schrack ___ James ___ Cramer ___ Gaugler ___ Dodson ___

VII. SUPERINTENDENT REPORT

A. QUARTERLY UPDATE

VIII. PRESIDENT'S COMMENTS

IX. EXECUTIVE SESSION

RESOLUTION #26-07-11 – Resolved that the Board enter into Executive Session in compliance with Sunshine Law, Ohio Revised Code 121.22, Section G, Subsection (1) to consider the employment of a public employee. Upon reconvening, the Board may or may not conduct additional business.

Motion:_____ Second: _____

Roll Call Vote: Youssef ___ Schrack ___ James ___ Cramer ___ Gaugler ___ Dodson ___ Briggs ___

X. ADJOURN

Summit County Board of Developmental Disabilities
TOPIC SUMMARY REPORT

TOPIC	***ISSUE/CONCERN***	***RECOMMENDATION***
New Policy - Standards of Respect and Professional Conduct	To maintain a productive and safe environment for all stakeholders and to provide further support to employees who experience interactions that are threatening, intimidating, harassing, or disrespectful.	Board adopt Policy #2040 as presented

SUPPORTING DATA FOR RECOMMENDATION

As the administrative arm for Medicaid waivers and county board services, Summit DD employees often deliver complex or difficult information regarding funding and service eligibility. While our goal is always collaboration, these interactions can occasionally escalate into behavior that is threatening, intimidating, or harassing.

Recently, front-line managers have reported an increase in these high-conflict exchanges, which can lead to staff burn-out and compromise workplace psychological safety. In response to these concerns, the DEI Workgroup was tasked with developing a policy and corresponding procedure to help support employees through these situations.

New Policy 2040 provides a formal framework that empowers employees to pause or disengage from disrespectful interactions until a productive, professional dialogue can be resumed. While communication methods may be adapted to ensure the well-being of employees, the commitment to meeting the needs of individuals served remains unchanged.

Recommended for approval by the May HR/LR and Services and Supports Committees.

Submitted By: Laura Gleason

Date: 05/05/2026

For:_____ Superintendent/Assistant Superintendent
_____ Finance & Facilities Committee
__X__ Services & Supports Committee
__X__ HR/LR Committee

2040 – STANDARDS OF RESPECT AND PROFESSIONAL CONDUCT

Summit DD's mission and commitment is to help people of all abilities reach their full potential, one person at a time. Trust, Respect, Collaboration, Innovation, Inclusion, and Excellence are the core values that shape our work and our community.

Summit DD recognizes individuals, families, guardians, providers, and other stakeholders as important partners in the services we provide. We are committed to providing high-quality, person-centered services in a safe and supportive environment.

When interactions become characterized by intimidation, harassment or personal disrespect, the collaborative partnership necessary for individual success is compromised. Therefore, Summit DD is committed to upholding professional boundaries that protect the dignity of our employees and the integrity of the services we provide.

Standards of Interaction

To maintain a productive and safe environment for all stakeholders, and to ensure we are meeting the expectations of people we support, we have established the following standards:

- Professional Boundaries: All participants in the service process – staff, partners, families and the individuals we serve – are expected to engage in a manner that is respectful and free from demeaning or threatening behavior.

- The Right to Disconnect: Staff are not expected to remain in environments where they feel harassed or unsafe. Summit DD authorizes and supports employees in professionally concluding or removing themselves from any interaction that violates these standards of respect. A temporary pause in interaction due to disrespectful conduct is a necessary professional boundary, not a cessation of support. Summit DD will work with all parties to resolve the underlying conflict and develop a collaborative path forward. While communication methods may be adapted to ensure staff well-being, the commitment to meeting the needs of the individual remains unchanged.

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

TOPIC	***ISSUE/CONCERN***	***RECOMMENDATION***
Administrative Appeal/Due Process Hearing	Appropriateness of proposed reduction of services, Policy #1119	Board accepts its committee's recommendation

SUPPORTING DATA FOR RECOMMENDATION

A hearing was conducted on June 24, 2026 by Ms. Allyson V. James, Board President, and Mr. Randy Briggs, Board Member, serving as the committee, who considered the information presented. The committee's report has been provided to the full Board which must review and formally accept, reject, or modify the resulting report and recommendation.

Notice of the county board's decision will be provided to the individual who requested the hearing. If the individual is not satisfied with the outcome, the person may file an appeal with the Director of the Ohio Department of Developmental Disabilities.

The appeal process is governed by Ohio Administrative Code Section 5123-4-04.

Submitted By: ___Lisa Kamlowsky__

Date: __July, 2026___

For: ____ Superintendent/Assistant Superintendent
____ Finance & Facilities Committee
____ Services & Supports Committee
____ HR/LR Committee

Date: June 30, 2026

To: **Board Members**
Gregg Cramer
Jason Dodson
Tami Gaugler
Elizabeth Schrack
Stacy Youssef

From: **Administrative Appeal Committee**
Randy Briggs
Allyson V. James

Re: Recommendation to Uphold Administrative Decision: [redacted] Appeal

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On June 24, 2026, Ms. Allyson V. James, Board President and Mr. Randy Briggs, Board Member served as the Administrative Appeal Committee to review the appeal submitted by [redacted] regarding the reduction of locally funded services for [redacted].

After reviewing the appeal, hearing information, and considering the information presented, the Committee recommends that the Board uphold the administrative decision to reduce locally funded group employment and non-medical transportation services to **two days per week**, effective for the current Individual Service Plan (ISP) span.

Basis for Recommendation

- **Compliance with Board Policy:** The administrative decision is consistent with Board Policy #1119, *Payor of Last Resort*, which requires that individuals pursue and utilize all available funding sources, including Medicaid, before local tax-supported funds are used. This policy is intended to maximize limited public resources and ensure equitable access to services.
- **Extensive Administrative Support:** Administration provided the family with approximately nine months advance notice of the funding change and engaged in numerous consultations throughout the transition period. Staff also offered resources and guidance, including referrals for special needs legal counsel and information regarding STABLE accounts, to address the family's stated concern that [redacted] assets could exceed Medicaid eligibility limits.
- **Insufficient Basis for the Appeal:** During the appeal process, the family acknowledged that they have chosen not to apply for Medicaid due to concerns about asset eligibility. However, no support/information or compelling justification was presented to demonstrate that an exception to Board Policy #1119 is warranted or that the administrative decision should be overturned.
- **Reasonable and Equitable Accommodation:** Administration exercised its discretionary authority by providing a one-year bridge of continued local funding, consistent with the maximum transition period permitted under Board policy. In addition, staff offered scheduling flexibility to accommodate [redacted] individual needs during the transition.

Committee Recommendation

The Committee finds that Administration fulfilled its responsibilities under Board Policy #1119 by providing advance notice, transition planning, and reasonable supports to facilitate a sustainable long-term funding solution. The Committee finds further that the current level of locally funded services is appropriate, consistent with Board policy, and reflective of the Board's fiscal responsibility to all individuals served. Accordingly, the Committee recommends that the Board **upholds the administrative decision** to reduce locally funded group employment and non-medical transportation services to two days per week for the current ISP span.

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

TOPIC	*ISSUE/CONCERN*	*RECOMMENDATION*
Update to Policy 4044 Process for Administrative Resolution of Complaints	Revisions are needed to the policy based on updates made to OAC Rule 5123-4-04	Approve updates to Policy 4044-Process for Administrative Resolution of Complaints.

SUPPORTING DATA FOR RECOMMENDATION

On March 19, 2026, updates were made to Ohio Administrative Code Rule 5123-4-04, Resolution of complaints involving county boards of developmental disabilities and appeals of adverse action proposed or initiated by county boards of developmental disabilities.

Some significant changes to the rule required updates to Board policy 4044, Process for Administrative Resolution of Complaints.

These rule changes include:

- A requirement for the county board to adopt a written policy describing an informal process that takes no longer than 30 calendar days for resolution of complaints and appeals of adverse action
- The addition of management involvement in step one of the appeal process
- The removal of the Superintendent step in the appeal process
- Longer timelines for a county board to respond to an appeal
- Addition of language for the appeal of an eligibility determination adding a requirement to consult with a medical professional in situations where there is disagreement on a qualifying diagnosis or utilizing a committee to review the results of the Ohio Determination Instrument.

Revisions have been made to both the Board approved policy and departmental procedures to reflect the updated language.

Recommended for approval by the July Services & Supports Committee.

Submitted By: __Holly Brugh _____

Date: July 2026

For: ____ Superintendent/Assistant Superintendent
_____ Finance & Facilities Committee
__X__ Services & Supports Committee
_____ HR/LR Committee

4044 - PROCESS FOR ADMINISTRATIVE RESOLUTION OF COMPLAINTS ~~(DUE PROCESS)~~

All persons served by the Summit DD, applicants for Summit DD services, parents of minors, guardians or authorized representatives of the individual have the right to ~~challenge or~~ file a complaint involving programs, services, policies, or administrative practices and/or appeal, an adverse action proposed or initiated by Summit DD.

Adverse actions are defined as: denial of a request for a non-Medicaid service, reduction in frequency and/or duration of a non-Medicaid service, suspension of a non-Medicaid service, termination of a non-Medicaid service, and the outcome of an eligibility determination. ~~appeal any decision involving the determination of eligibility, arranging of appropriate services or the denial, reduction or termination of any services by Summit DD, in accordance with 5123-4-04.~~

Complaints or appeals of adverse action or eligibility determinations must be filed in writing to the supervisor or manager responsible for the program, service, policy, or practice within 90 calendar days of the action. Individuals have the right to first resolve the complaint or appeal informally or proceed directly to the formal appeal process.

During the informal appeal process the supervisor or manager will work collaboratively with the individual to explore potential resolutions to the complaint or appeal. The informal complaint or appeal process shall take no longer than 30 days to resolve. A written response will be provided to the individual filing the complaint or appeal.

If a formal complaint or appeal is filed, the supervisor or manager will meet to investigate the complaint or appeal. They will provide a written response within 30 days that will include the next step of the appeal process and timeline for completing it. The Superintendent/designee will review and sign the response. The supervisor or manager will also be available to discuss the written response with the individual.

The county board shall provide the "Complaint of Appeals of Adverse Action Explanation Form" at the time of the initial request of services, at least annually, to each individual receiving or on a waiting list for non-Medicaid services and at the time the complaint is received by the county board.

4044 - PROCESS FOR ADMINISTRATIVE RESOLUTION OF COMPLAINTS ~~(DUE PROCESS)~~ *(continued)*

This rule is not applicable to:

- Educational services
- Services provided under Part C of the Individuals with Disabilities Education Act
- Medicaid services
- Performance of health-related activities
- Services provided to a resident of an intermediate care facility

~~Due process for home and community based waiver services or Medicaid case management services shall be provided according to applicable rules adopted by the Ohio Department of Job and Family Services (ODJFS). An individual and the county board may agree to attempt to resolve the dispute through the county board's complaint resolution process at the same time, although this is not required.~~

~~County board staff will assist individuals and their authorized representatives to follow the relevant due process. Individuals served, parents of minors and guardians shall be notified of the process for administrative resolution of complains on an annual basis, in accordance with 5123-4-04.~~

~~Dispute resolution for infants and toddlers under the age of three (3) receiving Early Intervention services shall be provided in accordance with 5180-10-01.~~

ORC: 5123.043
OAC: 5123-4-02; 5123-4-04
~~**OAC: 5123-10-01**~~

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

TOPIC	***ISSUE/CONCERN***	***RECOMMENDATION***
Update to Policy 4001 Individual Service Planning	Revisions are needed to the policy based on language in OAC Rule 5123-4-02	Approve updates to Policy 4001- Person-Centered Planning

SUPPORTING DATA FOR RECOMMENDATION

Policy 4001 has been updated to match language and processes as described in Ohio Administrative Code Rule 5123-4-042, Service and Support Administration.

Person centered planning is the ongoing process directed by an individual and others chosen by the individual to identify the individual's unique strengths, interests, abilities, preferences, resources, and desired outcomes as they relate to the individual's support needs. The rule refers to the term person-centered planning" vs. individual service planning therefore policy 4001 has been updated to align with rule.

Additional language has also been added to Policy 4001 to reflect the steps of the person centered planning process, the development of the Individual Service Plan (ISP), the individual's participation in the planning process, and how the ISP should be implemented and monitored in a person-centered way.

Recommended for approval by the July Services & Supports Committee.

Submitted By: __Holly Brugh _____

Date: July 2026

For: ____ Superintendent/Assistant Superintendent
_ __ Finance & Facilities Committee
__X__ Services & Supports Committee
_____ HR/LR Committee

4001 - ~~INDIVIDUAL~~ PERSON-CENTERED SERVICE PLANNING

~~The service planning process shall be person-centered and provide a positive and supportive atmosphere in which the individual and his/her choice of advocate can work with service providers to develop and implement an Individual Service Plan (ISP) that focuses on the person's strengths, interests and talents and addresses the results of the assessment process and ensures health, safety and welfare. This ISP is a written description of the services, supports and activities to be provided to the individual. The intent of this process is to effectively bring together all needed and necessary resources to plan and carry out the service and support needs of each individual.~~

The County Board is committed to a person-centered planning process that recognizes each individual as the primary decision maker in their own life. Person-centered planning shall promote self-determination, informed choice, dignity, respect, and meaningful participation in community life while ensuring the individual's health, safety, and welfare.

The planning process shall be directed by the individual to the maximum extent possible and shall provide a positive, collaborative, and supportive environment in which the individual, and anyone they choose to participate, works with the planning team to develop, implement, monitor, and revise the Individual Services Plan (ISP).

The planning process shall begin with the individual's strengths, interests, preferences, abilities, relationships, culture, and desired life outcomes. The ISP shall reflect what is important to the individual, while also addressing what is important for the individual's health, safety, and welfare. The plan shall identify the services, supports, community resources, and natural supports needed to assist the individual in achieving personally meaningful outcomes and living the life they choose.

The ISP is a written person-centered description of the services, supports, activities, and responsibilities necessary to assist the individual in achieving their desired outcomes. The purpose of the planning process is to coordinate all available resources in a manner that promotes independence, community inclusion, valued social roles, meaningful relationships, and the individual's overall quality of life.

4001 - ~~INDIVIDUAL~~ PERSON-CENTERED SERVICE PLANNING

(continued)

A. ~~The planning process shall assure that the person served and/or his/her chosen advocates/guardian are fully informed of the resources available to the individual and of all options available, including the advantages and limitations of each option, so that they have the information upon which to base decisions. The person served shall be given the opportunity to express his/her wants, needs and preferences in all life domains.~~ The planning process shall ensure the individual is provided with meaningful opportunities to participate in and direct the development of the ISP. The individual shall receive understandable information regarding available services, supports, providers, and community resources so that they may make informed choices. The individual shall be encouraged and supported to express their goals, preferences, desired outcomes, cultural considerations, and supports needed across all life domains.

B. ~~The planning process shall meet the standards as specified by the Ohio Department Developmental Disabilities (DODD) and standards of compliance as identified by the Center for Medicaid and Medicare Services (CMS) and the Ohio Department of Job and Family Services (ODJFS).~~ The planning process shall recognize the individual's right to choose who participates in planning meetings, where and when meetings occur, and how planning discussions are conducted to maximize meaningful participation. The process shall be conducted in a manner that is respectful, conflict-free, culturally responsive, and focused on building upon the individual's strengths, abilities, and natural supports.

C. ~~A planning team shall be defined by and meet in accordance with Ohio Revised Code Section 5126.04, and with rules promulgated by DODD, Ohio Administrative Code Chapter 5123 and Chapter 5126 of the Ohio Revised Code.~~ The Individual Service Plan shall be developed, implemented, monitored, and revised in accordance with requirements of Ohio Administrative Code 5123-4-02 and other applicable rules of the Ohio Department of Developmental Disabilities, applicable Medicaid Home and Community-Based Services requirements, and other governing federal and state laws and regulations.

4001 - ~~INDIVIDUAL~~ PERSON-CENTERED SERVICE PLANNING

(continued)

D. The planning team shall be established in accordance with applicable provisions of the Ohio Revised Code and Ohio Administrative Code and shall include the individual and other persons chosen by the individual, along with those whose participation is necessary to develop, implement, and monitor an effective ISP. The planning process shall be ongoing and responsive to changes in the individual's goals, preferences, circumstances, support needs, and desired outcomes.

OAC 5123-4-02

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Akron Children's Hospital to provide service coordination for Part C Early Intervention Services.	Early Intervention (Help Me Grow) is Ohio's system for serving children birth to age 3 who have or are suspected of having a developmental disability. Evaluation, Service Coordination and Contract Management are required components of the Part C Early Intervention grant.	Recommend that the Board approve a one-year contract with Akron Children's Hospital for the period of 7/1/26-6/30/27 in an amount not to exceed $1,248,533 for the provision of service coordination.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Early Intervention
Total Cost: $1,248,533
Satisfaction: Akron Children Hospital has met expectations as a service provider.

- Part C is Ohio's early intervention system serving children under the age of three with developmental delays and disabilities. The primary role is to:
  - Conduct developmental evaluations to identify delays in the areas of adaptive, cognitive, communication, physical, and social-emotional development; and
  - Use Service Coordinators to develop Individualized Family Service Plans to address the individual needs of each child and family.
- Part C Early Intervention is housed under the Department of Children and Youth (DCY). DCY receives Federal Part C Early Intervention dollars which are then allocated to each county's Family and Children First Council (FCFC). FCFC has designated Summit DD to oversee the service coordination portion of Part C early intervention services. Summit DD sub-contracts with Akron Children's Hospital (ACH) for these services.
- Contract Management and evaluations for eligibility are kept in house at Summit DD.
- For FY26 and FY27, state level advocacy efforts resulted in an additional $295,124 added to Summit County's allocation to support assessments, evaluations, and service coordination.

May 2026	
# Served	637
Pending Eligibility	195
Referrals	133
Total (SFY27) Award Amount	$1,771,671 ($103,254 increase)
FCFC	$14,565.47
Summit DD	$508,572.53
ACH	$1,248,533

- Funds to cover this contract are included in the budget and will be supported by a grant.

Recommended for approval by the July Services & Supports and Finance & Facilities Committees.

Submitted By: ____Holly Brugh_____

Date: _____July 2026_____

For: ____ Superintendent/Assistant Superintendent
__X__ Finance & Facilities Committee
__X__ Services & Supports Committee
_____ HR/LR Committee

SERVICE CONTRACT BETWEEN SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD AND CHILDREN'S HOSPITAL MEDICAL CENTER OF AKRON

This Contract, entered into by and between Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 2355 2nd Street, Cuyahoga Falls, Ohio 44221, hereinafter referred to as "Summit DD", and Children's Hospital Medical Center of Akron, an Ohio non-profit corporation with its principal office at One Perkins Square, Akron, Ohio, 44308-1062, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to Children's Hospital Medical Center of Akron for Part C Early Intervention Service Coordination.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

I. SUMMIT DD OBLIGATIONS

A. Summit DD shall monitor the quality of services delivered under this Contract ensuring compliance with the Ohio Department of Children and Youth Grant Agreement (Exhibit 3) in the following manner: monthly reports, documentation reviews and/or site visits. In the event of an adverse finding, Summit DD will share the results of said finding with Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice and in accordance with the standards established by Summit DD.

II. CONTRACTOR OBLIGATIONS

A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations, and credentials required to perform its contractual obligations.

B. Contractor shall provide service coordination and specific activities as required pursuant to Ohio Administrative Code (OAC) Chapter 5180-10, including but not limited to:

OAC Section 5180-10-01, Early Intervention Program – Procedural Safeguards
OAC Section 5180-10-02, Early Intervention Program – Eligibility and Services
OAC Section 5180-10-03, Early Intervention Program – System of payments
OAC Section 5180-10-04, Early Intervention Program – Credentials for Early Intervention Service Coordinators and Early Intervention Service Coordination Supervisors
OAC Section 5180-10-05, Early Intervention Program– Developmental Specialists Certification

C. Contractor shall ensure that Early Intervention Service Coordination Supervisor provides continual coaching and monitoring of all service coordinators including observations of activities as required in OAC Section 5180-10-02. Documentation shall be shared with the Early Intervention Contract Manager quarterly.

D. Contractor shall participate in local monitoring including onsite visits, observations, and meetings with the Early Intervention Contract Manager no less than quarterly.

E. Contractor shall make available to Summit DD or its designated representative for review all records and data pertaining to payments claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary, including personnel issues, to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice.

F. Contractor, recognizing that this contract is funded through a grant from the Ohio Department of Children and Youth, shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD and/or the State of Ohio for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.

G. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities and Department of Children and Youth rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state, and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate based on age, race, color, disability, religion, sex, sexual orientation, military service, or national origin. Contractor shall furnish Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.

H. Contractor agrees to submit all such programmatic and financial information as may reasonably be required by Summit DD:

1. To permit monitoring and evaluation of the faithful performance of services being rendered under this Contract; and

2. To allow effective program planning, service coordination and resource development.

I. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to Summit DD's Major Unusual Incident (MUI) Unit and shall provide other additional reports to Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123-17-02 and Contractor shall notify Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting

same to Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

J. Contractor shall provide and maintain, in full force and effect, general liability insurance covering Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by Contractor in performance of its duties under this contract. Summit DD and the State of Ohio shall be included as an additional insured on Contractor's liability insurance coverage. Contractor shall provide Summit DD with a copy of Contractor's liability insurance policy before providing services in accordance with the Contract.

K. Contractor shall maintain insurance coverage and said coverage shall be in an amount of no less than $1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than $2,000,000.00. Further, pursuant to the provisions of the DCY Grant Agreement, the Contractor shall maintain Cyber Liability Insurance with limits not less than $1,000,000.00, with said coverage including, but not limited to, copyright and/or trademark infringement, invasion of privacy, information theft, electronic information damage, extortion, and network security.

L. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to Summit DD upon demand.

M. In accordance with the above referenced grant agreement with the Ohio Department of Children and Youth, Contractor shall take all necessary and appropriate steps to protect its computer systems, software, and data.

N. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.

O. Contractor shall indemnify, save, and hold harmless Summit DD and any agents or employees thereof, from all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage, or injury without the loss to Summit DD.

P. Contractor shall name Summit DD as a source of funding in any audit, literature, brochure, or presentation.

Q. Employees of Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in Contractor.

B. Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. Contractor further agrees to submit an audit of its operation by an independent certified public

accountant annually. Summit DD, or its authorized representative, shall have access to the books and records of Contractor at any time during the normal business hours of Contractor.

IV. CLAIMS AND PAYMENT

A. The amount of this Contract shall not exceed one million two hundred forty-eight thousand, five hundred and thirty-three dollars ($1,248,533.00) and is limited to Summit DD's 2026/2027 appropriation.

B. Payments will be made monthly upon Summit DD's receipt of a detailed invoice from Contractor which will include identification of costs of salary/benefits, expenses, and itemized breakdown of staff time spent on activities required to carry out Contractor's responsibilities under this Contract.

C. Payments under this Contract are contingent upon receipt of grant funds by Summit DD for the funding period July 1, 2026, to June 30, 2027.

V. TERM AND TERMINATION

A. The term of this Contract shall be from July 1, 2026, to June 30, 2027.

B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.

C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law. Contractor acknowledges that the laws of Ohio and the requirements of Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

Contractor shall establish a procedure for affording individuals served due process. Contractor shall utilize this procedure in the event of a disagreement between Contractor and the individual related to Contractor's performance of its duties and obligations under this Contract.

VIII. MISCELLANEOUS

A. STANDARDS

All services provided under this Contract shall be in accordance with applicable local, state, and federal rules and laws including but not limited to the requirements of Chapter's 5123, 5126, and 5180 of the Ohio Revised Code, the rules and regulations of the Ohio Department of Developmental Disabilities and the Ohio Department of Children and Youth, and any applicable requirements and regulations of Summit DD.

B. ASSIGNMENT
Contractor may not assign this Contract or any part thereof without the written consent of Summit DD.

C. ENTIRE CONTRACT
It is acknowledged by the parties that this Contract supersedes all previous written or oral Contracts between the parties concerning the subject matter of this Contract. Exhibits attached hereto are adopted by reference as though fully rewritten herein.

D. NOTICES
Notices required to be given herein shall be in writing and shall be sent via certified mail to the following respective addresses:

TO: Summit County Developmental Disabilities Board
ATTENTION: Superintendent
2355 2nd Street
Cuyahoga Falls, Ohio 44221

TO: Chris Gessner, President and CEO
Children's Hospital Medical Center of Akron
One Perkins Square
Akron, OH 44308-1062

COPY TO: Michele Mizda
Social Work Manager
Children's Hospital Medical Center of Akron
One Perkins Square
Akron, OH 44308-1062

E. If any statute, regulation, rule or state or federal law is amended, the requirements of this Contract shall be automatically amended to reflect such modification without any further action by the parties.

F. This Contract shall be governed by and interpreted in accordance with the laws of Ohio.

********* SIGNATURE PAGE TO FOLLOW *********

SIGNATURES

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Contract.

CHILDREN'S HOSPITAL MEDICAL CENTER OF AKRON	SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date

APPROVED AS TO FORM:
JOHN F. GALONSKI
DEPUTY CHIEF ASSISTANT SUMMIT COUNTY PROSECUTING ATTORNEY
SUMMIT COUNTY, OHIO
Date: 12/2022

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

Names and addresses of any individuals or organizations having a direct or indirect ownership or control interest of 5% or more in Contractor.

NAME	ADDRESS

CONCILIATION PROCEDURE

In the event of disagreement between the parties as to their rights, duties and obligations under this Contract, the following procedure shall be implemented, at the written request of either party:

STEP I
The Superintendent of Summit DD or Chief Executive Officer of the Contractor shall indicate and detail the specific problem or conflict situation in writing to the other Chief Executive Officer/Superintendent with copies to the respective Board Chairpersons.

A meeting between the Executive Directors shall be scheduled to review the facts presented, obtain additional factual material and agree on a proposed resolution within the context of the established policies of the respective Boards within ten (10) working days after the original presentation of the issue. If no such resolution is achieved, the parties shall move to Step II.

STEP II
Within ten (10) days of outcome of Step I, written factual materials produced during Step I detailing the problem and the reasons for failure to resolve same shall be presented to the Chairpersons of the respective Boards.

The Chairpersons will schedule within ten (10) working days a meeting which shall include the members of the Executive Committee of the respective Boards or selected Board members to review the facts and to make recommendations for resolution of the problem. Since resolution at this level may require policy modification of one or both Boards, a period of thirty (30) working days will be allowed for final resolution of problems at this level.

Neither party shall initiate any court action unless and until the conciliation procedure set forth in this policy has been completed.

Attachment #6

SUMMIT COUNTY DD BOARD
SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE SIX MONTHS ENDED JUNE 30, 2026 AND 2025

	6/30/2026					6/30/2025			
	2026 ANNUAL BUDGET	2026 YTD ACTUAL	YTD $ BUDGET REMAINING	YTD % BUDGET REMAINING	ACTUAL 12/31/2025	2025 ANNUAL BUDGET	2025 YTD ACTUAL	YTD $ BUDGET REMAINING	YTD % BUDGET REMAINING
OPERATING REVENUE									
PROPERTY TAXES	$ 65,649,944	$ 32,738,917	$ 32,911,027	50.1% 1	$ 65,388,050	$ 66,177,703	$ 41,873,779	$ 24,303,924	36.7%
REIMBURSEMENTS	10,528,000	4,636,498	5,891,502	56.0% 2	10,773,255	10,520,000	3,327,309	7,192,691	68.4%
GRANTS	2,122,789	1,119,068	1,003,721	47.3% 3	2,099,480	2,116,240	1,115,648	1,000,592	47.3%
CONTRACT SERVICES	207,000	221,752	(14,752)	-7.1%	484,352	100,000	317,590	(217,590)	-217.6%
REFUNDS	10,000	1,270	8,730	87.3%	33,424	12,500	24,051	(11,551)	-92.4%
OTHER RECEIPTS	20,000	11,225	8,775	43.9%	23,394	39,000	11,662	27,338	70.1%
TOTAL REVENUE	**$ 78,537,733**	**$ 38,728,730**	**$ 39,809,003**	**50.7%**	**$ 78,801,955**	**$ 78,965,443**	**$ 46,670,039**	**$ 32,295,404**	**40.9%**
OPERATING EXPENDITURES									
SALARIES	$ 23,884,542	$ 11,531,964	$ 12,352,578	51.7%	$ 22,613,302	$ 23,229,072	$ 11,469,349	$ 11,759,723	50.6%
EMPLOYEE BENEFITS	11,259,720	5,534,613	5,725,107	50.8% 4	10,430,211	10,413,033	5,532,720	4,880,313	46.9%
MEDICAID COSTS	46,610,000	21,468,048	25,141,952	53.9% 5	45,225,592	36,112,056	18,234,526	17,877,530	49.5%
DIRECT CONTRACT SERVICES	9,050,088	3,996,741	5,053,347	55.8% 6	10,262,866	9,060,389	5,490,060	3,570,329	39.4%
INDIRECT CONTRACT SERVICES	1,183,710	436,899	746,811	63.1% 7	1,047,549	1,479,075	688,928	790,147	53.4%
SUPPLIES	290,630	75,237	215,393	74.1%	279,221	397,360	150,826	246,534	62.0%
TRAVEL AND TRAINING	217,950	78,579	139,371	63.9%	213,720	278,750	95,470	183,280	65.8%
UTILITIES	210,000	86,355	123,645	58.9%	181,220	201,000	98,099	102,901	51.2%
RENTALS	5,900	3,277	2,623	44.5%	4,370	7,400	2,185	5,215	70.5%
ADVERTISING	89,500	35,033	54,467	60.9%	84,040	120,000	39,730	80,270	66.9%
OTHER EXPENSES	346,981	263,389	83,592	24.1%	326,319	365,435	267,001	98,434	26.9%
EQUIPMENT	148,000	36,165	111,835	75.6% 8	186,528	188,000	92,676	95,324	50.7%
TOTAL EXPENDITURES	**$ 93,297,021**	**$ 43,546,300**	**$ 49,750,721**	**53.3%**	**$ 90,854,938**	**$ 81,851,570**	**$ 42,161,570**	**$ 39,690,000**	**48.5%**
NET REVENUES AND EXPENDITURES	**$ (14,759,288)**	**$ (4,817,570)**			**$ (12,052,983)**	**$ (2,886,127)**	**$ 4,508,469**		

	BUDGET	ACTUAL
BEGINNING FUND BALANCE	$ 38,828,621	$ 38,828,621
PLUS: REVENUE	78,537,733	38,728,730
LESS: EXPENDITURES	(93,297,021)	(43,546,300)
ENDING FUND BALANCE	$ 24,069,333	$ 34,011,051

Recommended for approval by the July Finance & Facilities Committee.

SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE TWO MONTHS ENDED JUNE 30 AND MAY 31, 2026
(Rounded)

		An evenly distributed monthly budget		**8.3%**
		Evenly distributed budget remaining		**50.0%**
		Current Month		
Revenue:				
1	Property Taxes:	First half trailer tax	$	9,873
2	Reimbursements:	Medicaid Administrative Claims (MAC) quarterly reimbursement.		598,400
3	Grants:	Quarterly Title XX reimbursement,		144,900
		Proceeds from the county's sale of the Cascade Building.		27,100
Expenditures:				
4	Employee benefits	County chargeback for Workers Compensation insurance,	$	171,500
		County chargeback for unemployment costs.		9,300
5	Medicaid Costs:	Payments to DODD for the following costs:		
		Quarterly Medicaid waiver administrative fee,		476,600
		Quarterly Medicaid waiver match.		9,748,200
6	Direct Contract Services:	Payment of Special O event and administrative expenses.		27,200
7	Indirect Contract Services:	Payment to Binary Defense Systems for enhanced security monitoring of our IT systems.		46,100
8	Equipment:	County chargeback for half year of licensing fees for the county's financial software (Munis),		36,200
		Year to Date		
Revenue:				
	Property Taxes:	Property Tax budget was increased to reflect a revised tax collection estimate provided by the County Fiscal Office.	$	132,800
Expenditures:				
	Other Expenses:	Ohio Association of County Boards (OACB) 2026 annual dues.	$	104,300
		Payment to Wichert Insurance Company for the following insurance costs:		
		Cyber insurance with Cincinnati Insurance Company,		10,800
		Director and officers and employment practices liability insurance with Cincinnati Insurance Company,		29,400
		Property & casualty, professional liability, automobile and umbrella coverage with Selective Insurance Company.		98,722

SUMMIT COUNTY DD BOARD
SCHEDULE OF NON-OPERATING FUNDS
FOR THE SIX MONTHS ENDED JUNE 30, 2026

Gifts and Donations Fund		
Fund Balance, 1/1/2026	$	86,477
Revenue		
Donations		1,480
Investment Income		945
		2,425
Expenditures		1,009
Fund Balance, 6/30/2026	$	87,893
Medicaid Reserve Fund		
Fund Balance, 6/30/2026	$	9,659,347
*No activity		
Permanent Improvement Fund		
Fund Balance, 1/1/2026	$	1,516,004
Revenue		-
Expenditures		
Appraisal fees at the Barberton building,		8,600
Preventative maintenance on roofs at both buildings,		6,135
Emergency call buttons at both buildings		19,545
		34,280
Fund Balance, 6/30/2026	$	1,481,724

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

TOPIC	***ISSUE/CONCERN***	***RECOMMENDATION***
Summit DD serving as Administrative Agent for the County's Family & Children First Council (FCFC)	An annual agreement to perform administrative responsibilities is required.	Board approve Administrative Agent Agreement between Summit County FCFC and Summit DD effective July 1, 2026 through December 31, 2027.

SUPPORTING DATA FOR RECOMMENDATION

Ohio Revised Code Section 121.37 directs each county in Ohio to establish a family and children first council, the purpose of which is to streamline & coordinate services for families and children. FCFC membership includes numerous local agencies that fund, advocate and provide services to children and families. FCFC Executive Committee members include Summit County Juvenile Court, Summit DD, Summit County ADM Board, and Summit County CSB.

Summit County FCFC and Summit DD wish to continue the current agreement for administrative agent services. The designated Administrative Agent serves as FCFC's appointing authority for council employees and is responsible to ensure expenditures are handled in accordance with rules as applicable to the council's functions, among other duties.

FCFC employs a director, a supervisor, and three additional staff who provide service coordination functions. Summit DD provides support for FCFC administrative functions.

This is an 18 month contract to align with the calendar year.

Recommended for approval by the July Finance & Facilities Committee.

Submitted By: Holly Brugh

Date: July 2026

For: ____ Superintendent/Assistant Superintendent
__X__ Finance & Facilities Committee
____ Services & Supports Committee
____ HR/LR Committee

Administrative Agent Agreement
between
Summit County Family and Children First Council
and
Summit County Developmental Disabilities Board

This Agreement is made by Summit County Family and Children First Council ("Council") and the Summit County Developmental Disabilities Board ("Administrative Agent") for the purpose of designating the Summit County Developmental Disabilities Board as the Administrative Agent for the Council and defining the rights and responsibilities of the parties pursuant to Ohio Revised Code Section 121.37.

WHEREAS, Ohio Revised Code Section 121.37(B)(5) requires each county Council to designate an Administrative Agent; and

WHEREAS, the parties have agreed that the Summit County Developmental Disabilities Board will continue serving as the Administrative Agent for Council for the period July 1, 2026 to December 31, 2027; and

WHEREAS, Administrative Agent agrees to perform such services for the Council according to the terms and conditions set forth herein.

THEREFORE, the parties agree to the following:

Duties of the Administrative Agent

In consideration of the mutual promises and agreements of the above parties, it is agreed as follows:

1. Administrative Agent shall serve as Council's appointing authority in accordance with the By-Laws of Council for any employees of the Council. Council shall authorize the establishment of positions to be employed and supervised by Administrative Agent. Duties and responsibilities of the Council's Director shall be prescribed in the official job description for the Director as approved by Council.
2. The Council, in conjunction with Administrative Agent, shall fix compensation of authorized positions following a written work performance evaluation which shall be completed annually based on input from both parties.
3. Council staff shall abide by the personnel policies and rules of Administrative Agent. Council and Administrative Agent shall jointly address personnel issues involving Council staff.
4. Administrative Agent shall ensure that all expenditures are handled in accordance with policies, procedures, and activities prescribed by state

departments in rules on interagency agreements that are applicable to Council's functions.

5. Administrative Agent shall maintain supporting documentation for administrative and fiscal activity conducted on behalf of the Council in accordance with Ohio records retention laws and make this information available for yearly audit.
6. Administrative Agent shall prepare no less than quarterly financial reports for review by the Executive Committee of Council.
7. Administrative Agent may do the following on behalf of Council with express approval of Council:
    a. Enter into agreements or administer contracts with public or private entities to fulfill specific Council business.
    b. At the direction of the Council, provide financial stipends, reimbursements or both to family representatives for expenses related to Council activity.
    c. Receive by gift, grant, devise or bequest, any moneys, lands or other property for the purposes for which the Council is established. Administrative Agent shall hold, apply, and dispose of the moneys, lands, and other property according to the tenets of the gift, grant, devise or bequest. Any interest or earnings shall be treated in the same manner and are subject to the same terms as the gift, grant, devise or bequest from which it arrives.
8. Administrative Agent shall provide reasonable space and technology to Council.

Duties of the Council

1. Council shall develop and approve an annual budget and file a copy with the Administrative Agent. The budget will guide the expenditures of the Administrative Agent on behalf of the Council and shall include funds to cover the salary and benefits of Council's employee(s).
2. Council shall be responsible for its own costs and expenses associated with the performance of services under this Agreement. In no event shall Administrative Agent be required to cover any budget shortfall or loss of monies for Council, nor shall Administrative Agent be liable for payment of any funds to Council expect as explicitly outlined in this Agreement
3. Council shall provide access to any books, documents, papers and records which are directly pertinent to the Agreement for the purpose of making audits, examination, excerpts and transcriptions. This access shall be given to any federal, state, or county agency or any of their duly authorized representatives. Council shall maintain all required records for three (3) years after Administrative Agent, as fiscal agent for the Council, makes final payments and all other pending matters are closed.

4. Council shall direct the expenditure of the following funds under the management of Administrative Agent:
    a. Family Centered Services and Supports
    b. Shared Pool
    c. Administrative
    d. Early Intervention
    e. Any and all other grants and funds accepted by Council through a vote according to the By-Laws of Council.

Modification

Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

Term and Termination

This Agreement between the Summit County Board of Developmental Disabilities and Council will begin July 1, 2026 and terminate on December 31, 2027. This Agreement may be terminated by action of the Ohio legislature or by either party for any reason upon submission of a ninety (90) day written notice to the other party. The Agreement may be extended for a specific period of time with the written approval of both parties. Any liabilities incurred but not yet paid prior to termination of this Agreement remain the responsibility of Council. Upon termination, all funds, subject to this Agreement shall be transferred to another public entity selected by Council as the new Administrative Agent.

In witness whereof, the parties hereby executed this Agreement on the dates indicated below.

CAHoltzmann 6/10/26

Cassandra Holtzman, FCF Council Chair Date

Stacey Garske 6/9/26

Stacey Garske, FCF Council Executive Director Date

_____

Lisa Kamlowsky, Superintendent/Administrative Agent Date
Summit County Developmental Disabilities Board

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

TOPIC	*ISSUE/CONCERN*	*RECOMMENDATION*
Summit County Family and Children First Council (FCFC) Placement Contracts	Action required by Summit DD as Administrative Agent of FCFC to authorize new placement contracts	Approve placement contracts with FCFC residential treatment providers for the period April 1, 2026 through March 31, 2029.

SUPPORTING DATA FOR RECOMMENDATION

Summit DD serves as Administrative Agent to the Summit County Family & Children First Council (FCFC). This is a fiduciary responsibility outlined under Ohio law and in the Agreement between the parties. Summit DD approves certain Agreements as requested by the Council to fulfill specific FCFC business.

Youth referred for services through FCFC at times require intensive treatment services that include out of home placement. Individual placements with residential treatment providers are recommended and approved through the FCFC service review committee.

This request will authorize residential treatment provider contracts with updated per diem rates for the period April 1, 2026 through March 31, 2029.

A list of providers along with the maximum per diem rate for each over the term of the contract is attached hereto, along with the contract template itself.

Should there be a need to utilize providers not covered by this action, the Board shall be notified accordingly.

Recommended for approval by the July Finance & Facilities Committee.

Submitted By: _Holly Brugh_____

Date: __July 2026_____

For: ____ Superintendent/Assistant Superintendent
_X__ Finance & Facilities Committee
____ Services & Supports Committee
____ HR/LR Committee

Summit Family & Children First Council

www.summitfcfc.com

SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL
2355 2nd Street
Cuyahoga Falls, Ohio 44221

CHILD PLACEMENT SERVICES AGREEMENT

EFFECTIVE
April 1, 2026 – March 31, 2029

AGREEMENT FOR SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL AND IT'S MEMBERS AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in need of residential care and receiving coordinated service from Summit County

This Agreement is between

Summit County Family and Children First Council and it's Member agencies, hereinafter "FCFC" whose address is:

Summit County Family and Children First Council		
2355 2nd Street		
Cuyahoga Falls	**OH**	**44221**

hereinafter "Provider," whose address is:

Collectively the "Parties."

Table of Contents

2026-2029 PLACEMENT SERVICES AGREEMENT

This Agreement is entered into by Summit County Family & Children First Council (FCFC), established in accordance with Ohio Revised Code (ORC) Section 121.37, and its committee members including: Summit County Juvenile Court, Summit County Developmental Disabilities, Summit County Children Services and Summit County Alcohol, Drug Addiction, & Mental Health Board, located at 2355 2nd Street Cuyahoga Falls, Ohio 44221, Stacey Garske, its Executive Director, duly authorized, and, its CEO, duly authorized.

This Agreement is effective from **April 1, 2026 until March 31, 2029**, unless specifically terminated in writing by FCFC or the Service Provider with a minimum of thirty (30) days' notice prior to termination, except as provided for in Article XVI (Termination; Breach and Default).

RECITALS

Whereas, pursuant to Chapter 121 of the Ohio Revised Code (ORC), FCFC is composed of the local agencies that fund, advocate or provide services to children and families in Summit County; and,

Whereas, the Service Provider is an organization incorporated under the laws of the State of Ohio or other state; and is licensed, certified, or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located,

Now, therefore, in consideration of the mutual promises and responsibilities set forth herein, FCFC and the Service Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

A. In addition, to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Agreement for children requiring out of home placement. The Agreement shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If a contract and Agreement both exist, the contract supersedes.

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

A. Without limiting the services that the Provider will provide pursuant to the Requests for Summit County Children Services Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

A. The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

Section 1.03 EXHIBITS

A. The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

1) Exhibit I – Scope of Work;
2) Exhibit II – Request for Proposals (Distributed and on file with Summit County Children Services);
3) Exhibit III – Provider's Response to the Request for Proposals (on file with Summit County Children Services); and
4) Exhibit IV – Title IV-E Schedule A Rate Information

Article II. TERM OF AGREEMENT

This Agreement is in effect from **April 1, 2026** through **March 31, 2029**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of FCFC and upon written agreement of the Provider, for three (3) additional, One (1) year terms not to exceed Five (5) Total years. Notice of FCFC's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

A. Exhibit IV: Title IV-E Schedule A Rate Information;
B. Exhibit I: Scope of Work;
C. Exhibit II: Request for Proposals (if applicable); then
D. Exhibit III: Provider's Proposals (if applicable).

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

A. Agreement means this Agreement and the addenda thereto.
B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

A. Provider agrees to participate with FCFC in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, discharge planning and the completion of reunification assessments for the children in placement with the Provider.

B. Provider agrees to submit a written progress report every thirty (30) days for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.

C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to guardian and FCFC. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting

D. Provider agrees to notify guardian and all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.

E. Notification to FCFC and the guardian of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-7-14, 5101:2-9-23; ODMHAS 5122-30-16, 5122-26-13; OAC 5123-17-02).

1) Emergency situations include but are not limited to the following:

   a. Absent Without Leave (AWOL)
   b. Child Alleging Physical or Sexual Abuse / Neglect
   c. Death of Child
   d. Illicit drug / alcohol use; Abuse of medication or toxic substance
   e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
   f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
   g. School Expulsion / Suspension (formal action by school)
   h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
   i. Victim of assault, neglect, physical or sexual abuse

F. The Provider also agrees to notify FCFC and guardian within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1) The filing of any law enforcement report involving the child
2) When physical restraint is used/applied.

G. Written documentation of the emergency and non-emergency situations shall be provided to FCFC and guardian within one (1) business day of the initial notification.

H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.

I. The Provider agrees to participate in joint planning with all parties regarding modification to services. Provider agrees that while the Provider may have input into the development of the child's plan of services and the Agreement, any disputes involving services or placement will be resolved through mutual agreement and modification to the Agreement. Provider agrees that FCFC and guardian are the final authority in the process.

J. The Provider agrees to provide notice of removal of a child by giving a minimum of thirty calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).

K. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.

L. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.

M. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.

N. The Provider agrees to notify FCFC of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.

O. The Provider agrees that the FCFC shall have access to foster parent home studies and re-certifications for foster parents caring for FCFC children, subject to confidentiality considerations. The Provider shall submit to FCFC a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify FCFC within twenty-four (24) hours of any change in the status of the foster home license.

P. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the FCFC when the investigation is complete.

Q. The Provider agrees to notify FCFC and guardian of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

R. The Provider agrees to follow all state MultiSystem Youth (MSY) requirements as outlined in Exhibit 1.

Article VI. FCFC RESPONSIBILITIES

A. FCFC agrees to participate in the development of the treatment plan of each child placed with the Provider. FCFC acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. FCFC and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.

B. FCFC agrees to participate in meetings with each child's treatment team for case treatment plan development, review, and revision. FCFC agrees to participate in the development of the treatment plan of each child placed with the Provider by the FCFC.

C. FCFC will ensure guardian agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. FCFC agrees to work with the Provider for the timely enrollment of the child in the receiving school district.

D. FCFC agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

E. FCFC shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.

F. FCFC agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

G. FCFC represents:

1) that it has adequate funds to meet its obligations under this Agreement;
2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

Article VII. INVOICING FOR PLACEMENT SERVICES

A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement
   1) Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
   2) Billing date and the billing period.
   3) Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number, if applicable.
   4) Admission date and discharge date, if available.
   5) Agreed upon per diem for maintenance and the agreed per diem administration.
   6) Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the FCFC and Provider:
      a. Case Management; allowable administration cost.
      b. Transportation, allowable maintenance cost.
      c. Transportation; allowable administration cost.
      d. Other Direct Services; allowable maintenance cost.
      e. Behavioral health care; non-reimbursable cost.
      f. Other costs - (any other cost that FCFC has agreed to participate in);non-allowable/ non-reimbursable cost.

B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

A. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

B. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, FCFC may agree to pay with prior written approval, a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.

C. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.

D. If the plan as determined by FCFC is to return the child to placement with the Provider, FCFC may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

E. Guardian is responsible to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third-party payer. Payment shall not exceed the Medicaid allowable rate.

F. FCFC agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. FCFC shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the FCFC to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIV.

G. FCFC reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, FCFC shall withhold payment only for that portion of the statement with which it disagrees. FCFC shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VII.

H. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for

payment for services provided under the terms and conditions of this Agreement. By sole determination of FCFC, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, FCFC reserves the right to exercise one of the following alternatives:

1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
2) Issue a notice of intent to terminate the Agreement.

FCFC will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to FCFC in the event either of these provisions is exercised. FCFC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

FCFC may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by FCFC on a case-by-case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either FCFC or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.

B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, FCFC may consider Provider in default. FCFC agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to FCFC to cure such default. FCFC is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or FCFC disapproves such plan, FCFC has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then FCFC may terminate this Agreement at the end of the thirty (30) day notice period.

C. Upon of the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as FCFC may require. FCFC agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and FCFC agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination

D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by FCFC based on the per diem set forth in Article VIII. FCFC shall receive credit for reimbursement already made when determining the amount owed to the Provider. FCFC is not liable for costs incurred by the Provider after the effective termination date.

E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that FCFC deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article VIII, FCFC may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.

F. If the Agreement is terminated by FCFC due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, FCFC may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies FCFC may have under this Agreement.

G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1) All records relating to costs, work performed and supporting documentation for invoices submitted to FCFC by the Provider along with copies of all deliverables submitted to FCFC pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by FCFC or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.

B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.

C. The Provider agrees to comply with all federal and state laws applicable to FCFC and the confidentiality of the FCFC child and families. Provider understands access to the identities of any FCFC child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child served will be released for research or other publication without the express written consent of the guardian. Provider agrees that the use or disclosure of information concerning FCFC's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of FCFC's child and families' documentation is protected and maintained in a secure and safe manner.

D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the guardian unless the Provider is required to release requested information by law. The guardian reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents FCFC may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

F. If contacted by the media about this Agreement, both parties agree to use best efforts to notify the other in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

G. In the event an agency discontinues operation, all child records for residential or any other non-IV-E placement settings shall be provided to the guardian and FCFC.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.

B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.

C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.

D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuations of Title VI of the Civil Rights Act of 1964.

E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.

G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.

H. Provider certifies that it will:

1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to Summit County Children Services prior to the signing of the Agreement.
2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to FCFC within five (5) business days.
3) Provider shall immediately notify FCFC of any action, modification or issue relating to said licensure, accreditation or certification.

I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.

J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.

K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.

L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).

M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.

O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

A. The Provider and FCFC agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.

B. The Provider and FCFC agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

A. Provider agrees to submit to FCFC a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.
B. Upon request from FCFC, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC rule 5101:2-47-26.2.The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC sections 5101.11, 5101.14. and OAC 5101:2-47-01.
E. Upon request from FCFC, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
    1) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
    2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
    3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
    4) JFS 02911 Single Cost Report Instructions.
    5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
    6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.
    7) 2 CFR 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

A. In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:
    1) The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between FCFC and the Provider shall attempt to resolve the dispute.
    2) If the parties are unable to resolve the dispute in (1), the highest official or designee of FCFC shall make the final determination within twenty (20) business days, which will be non-binding.
    3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in, or completing this process.

Article XV. AMENDMENTS

This Agreement and all Exhibits hereto constitutes the entire agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to FCFC, to:

Summit County Family and Children First Council
2355 2nd Street
Cuyahoga Falls, Ohio 44221

if to Provider, to:

ADDRESS

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

Provider acknowledges that, by entering into this Agreement, FCFC is not making any guarantees or other assurances as to the extent, if any, FCFC shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

Article XIX. CONFLICT OF INTEREST

A. Provider agrees that the Provider, its officers, members and employees, currently have no, nor will they acquire, any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to FCFC. If any such conflict of interest develops, the Provider agrees that the person with the conflicting interest will not participate in any activities related to this Agreement
B. Provider agrees: (1) to refrain from promising or giving to FCFC employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04 , 2921.42, 2921.43.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least **One Million Dollars ($1,000,000.00)** per occurrence and **Three Million Dollars ($3,000,000.00)** in the aggregate and at least One Hundred Thousand Dollars ($100,000.00) coverage in legal liability fire damage. Coverage will include:
    1) Additional insured endorsement;
    2) Product liability;
    3) Blanket contractual liability;
    4) Broad form property damage;
    5) Severability of interests;
    6) Personal injury; and
    7) Joint venture as named insured (if applicable).

    Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars ($300,000.00) per occurrence and Three Hundred Thousand Dollars ($300,000.00) in the aggregate.

B. Business auto liability insurance of at least **Two Million Dollars ($2,000,000.00)** combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to FCFC consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least **Two Million Dollars ($2,000,000.00)** per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least **One Million Dollars ($1,000,000.00)** per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
    1) Additional insured endorsement;
    2) Pay on behalf of wording;
    3) Concurrency of effective dates with primary;
    4) Blanket contractual liability;
    5) Punitive damages coverage (where not prohibited by law);
    6) Aggregates: apply where applicable in primary;
    7) Care, custody and control – follow form primary; and
    8) Drop down feature.

    The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:
    1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and FCFC and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
    2) The insurance endorsement forms and the certificate of insurance forms will be sent to FCFC Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
    3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the FCFC Director

or Designee.

4) Provider shall furnish FCFC with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by FCFC before the Agreement commences. FCFC reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5) Failure of FCFC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of FCFC to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6) Provider shall declare any self-insured retention to FCFC pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory on FCFC guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of FCFC.
8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and FCFC. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9) Provider, the County, and FCFC agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10) Provider's insurance coverage shall be primary insurance with respect to the County, FCFC, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or FCFC shall be excess of Provider's insurance and shall not contribute to it.
11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

Article XXI. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless FCFC, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1) Provider warrants and represents it will comply with Article XI as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2) Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
3) Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9.

B. Transportation of Child

1) Any individual transporting Childs shall possess the following qualifications:
   a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
   b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
   c. A current valid driver's license and vehicle insurance must be maintained.

2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
   a. the individual has a condition which would affect safe operation of a motor vehicle;
   b. the individual has six (6) or more points on his/her driver's license; or
   c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1) Notwithstanding the above, Provider may make a request to FCFC to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC Section 5101:2-07-02(K) as follows:
   a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
   b. If the Provider is seeking rehabilitation for any other individual serving FCFC children, Provider must provide written verification from the individual that the rehabilitative conditions of in accordance with 5101:2-5-09 have been met.

2) FCFC shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is guardian's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

FCFC prohibits the use of corporal or degrading punishment against children.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the FCFC within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, FCFC shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire," or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to and by executing this Agreement hereby does assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If FCFC or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Summit County, Ohio.

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ADDENDA

XXXIII. Decision Making

a. FCFC in collaboration with the guardian will retain sole decision-making authority regarding all aspects of the child's placement, treatment, billable charges, and/or care. This includes where the child is placed.
b. Any and all communications regarding the child must be made by Provider directly to FCFC and the guardian prior to implementation.
c. FCFC and guardian must approve in writing all goals, objectives, proposed or provided treatment, and amendments to the child's service/treatment plan.
d. FCFC will have sole discretion in determining a child's level of care. FCFC will use Exhibit A: Levels of Care Service Standards by Each Service Area, which is attached hereto and incorporated herein as if fully rewritten, to determine a child's level of care. Provider will provide service to the child according to his/her level of care in accordance with Exhibit A and as directed by FCFC.

XXXIV. Child Movements

a. Provider will not move a child from his/her placement residence to another foster home or other out-of-home care setting without the prior approval of the FCFC.

XXXV. No Guarantee

a. Nothing in this Agreement will be construed as a guarantee by FCFC that FCFC will make referrals to the Provider at all or at a level that would result in the Provider earning the maximum total dollar amount possible under this Agreement. FCFC will pay the Provider for, and the Provider will be entitled to receive payment for, services actually purchased and utilized by FCFC. The amount of such payments will be determined according to the rates for such services as set forth in Exhibit IV.

XXXVI. Provider Assurances, Certifications, Reporting Requirements

a. Criminal Record Checks – Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and OAC Sections 5101:2-5-09.1, 5101:2-5-13 concerning criminal record checks, arrests, convictions, and guilty pleas relative to foster caregivers, employees, and interns.
b. Drug Free Workplace – Provider certifies compliance with Drug Free Workplace Requirements as outlined in 41 USC 8101 et seq.
c. Non-Discrimination Title VI – Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination Under Programs Receiving Federal Assistance Through Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964.
d. Non-Discrimination on Basis of Handicap – Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
e. Non-Discrimination on Basis of Age – Provider certifies compliance with 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
f. Americans with Disabilities Act – Provider certifies compliance with the American with Disabilities Act, Public Law 101-226, 42 USC § 12101 et seq.
g. Compliance with laws – Provider certifies compliance with all local, state, and federal laws.
h. Applicable License and Accreditation – Provider certifies that it will seek to maintain its license/accreditation, and that upon receipt of the renewal of its license/accreditation or upon receipt of an ODJFS or other licensing/accrediting agency letter extending a previous license/accreditation, a copy of the license/accreditation will be provided to FCFC within five (5) business days.
i. Non-Discrimination – Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
j. EEO – Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
k. Notification of Employee Rights under Federal Labor Laws – As applicable, Provider will comply with 29 CFR Part 471, Appendix A to Subpart A.
l. Child Care Agencies – All Providers engaging in any of the functions listed in OAC rule 5101:2-5-03 will meet all requirements listed in OAC rule 5101:2-5-13.
m. Foster Care Recruitment – Pursuant to OAC rule 5101:2-5-13, all of Provider's foster caregiver recruitment activities and materials will be in compliance with MEPA, and Title VI, the Indian Child Welfare Act of 1978, 25 USC 1901, et seq., as amended, and the Adoption and Safe Families Act of 1997, 42 USC 678, et seq.
n. Individual Service Plan – Provider agrees that, upon placement or as soon as possible thereafter, Provider, guardian and FCFC will mutually develop and implement the child's Individual Service Plan. The service plan will include, but is not limited to, treatment/therapy objectives, educational planning (on

or off site), family therapy and involvement, social/recreational activities, medical/psychiatric services, community service activities, monitoring and supporting community adjustments, and preparation for integration into a community-based school or vocational/job skills training program

o. Telephone Contact – Provider will maintain telephone contact or direct contact with the FCFC worker of record regarding any concerns and/or the status/progress of each child in placement.
p. Telephone Access – Provider will furnish FCFC with twenty-four (24) hour telephone access to the Provider's program and placement staff concerning children in placement.
q. Monthly and Quarterly Progress Reports – Provider will submit to FCFC and the guardian a monthly and quarterly progress report for non-emergency services and a bi-weekly progress report for emergency services (shelter care). The progress report will be based on the child's Individual Service Plan and will include the following information, all without limitation:
    i. Diagnoses;
    ii. Documentation of services provided;
    iii. Frequency of services;
    iv. Specific dates of case management services;
    v. Assessment/test scores;
    vi. An original copy of the child's Individual Education Plan (provided annually unless amended);
    vii. Report card (including grade level and high school credits achieved); and,
    viii. Updates on independent living goals pursuant to OAC 5101:2-42-19, if applicable.
    ix. Medical/Dental/Optical Reports

    Failure to timely submit the progress report will result in a delay of payment, until such time that Provider comes into compliance.
r. Discharge – Provider will work with FCFC and guardian to develop a written discharge plan for every child within the parameters defined in the child's Individual Service Plan. Provider will comply with all requirements of discharge included in this Agreement. Provider will submit a discharge summary within ten (10) business days following discharge.
s. Discharge Summary – The discharge summary will include, without limitation, a summary of treatment goals/objectives, course of treatment, diagnoses, medications, recommendations for ongoing services, assessments, and scores.
t. Not-For-Profit – Not-for-profit Providers will submit a copy of Internal Revenue Service (IRS) Form 990. For each year included in the term of the agreement, Provider will submit to FCFC a copy of IRS Form 990 within 60 days of submitting the form to the IRS. For- profit Providers must submit a copy of the most recent IRS Form 1120 within thirty (30) days of the filing date required by the IRS.
u. Notice of Provider Case Conference Meetings – Provider agrees to notify the child's FCFC worker and guardian of Provider case conferences to be held at its behest at least seven (7) working days prior to the case conference. Attendance by the FCFC worker and guardian of record and/or supervisor, provider case manager, and/or representative will be required at the staffing at the discretion of FCFC.
v. Change of Address of Foster Family – Provider agrees to notify the child's worker and guardian of record as to a foster family's change of address at least four (4) weeks prior to the planned move. In those circumstances where the foster family fails to inform Provider of the move in a timely manner, Provider agrees to notify within three (3) days after receiving notification of the move. Provider will enter record of the change of address into SACWIS (if applicable) within 3 business days of such actual change.
w. Case Management Contact Responsibilities (Foster Care Only) – Provider agrees to visit any child placed by FCFC:
    i. Family Foster Home Care: Provider will ensure that case management visits take place at least monthly. One (1) such monthly visit will be a face to face contact in the home.
    ii. Treatment Foster Care: Provider will assure that case management contacts will take place at least weekly. At least two (2) of these contacts per month will be face to face visits with the child and caregiver. At least one face-to-face contact each month will take place in the foster home.
        1. Multiple Face-to-Face Contacts: If the treatment needs of the child or current family situation require face-to-face contact with the child in excess of one (1) visit per month, Provider will complete all face-to-face contacts in excess of the first monthly visit in accordance with the requirements of OAC rules 5101:2-42-65 and 5101:2-48-17. Provider will timely complete an activity log documenting the face-to-face contact and forward the activity log to the attention of the assigned caseworker.
    iii. Documentation: Provider will furnish to FCFC documentation of the visits (See Exhibit F: Reporting Guidelines for Home Visits). Contacts will be made and documented according to the requirements of OAC 5101:2-42-65. Documentation must include the child's name, date and time of contact, and the name of everyone present during the home visit. Contacts and documentation thereof will also address the child's safety and well-being within the care setting. In assessing the

child's safety and well-being, Provider will assess and document the following through observation and information obtained during the contact/visit:

1. The child's current behavior, emotional functioning, and current social functioning within the substitute care setting, and any other settings/activities in which he or she is involved.
2. The child's current vulnerability. “Child vulnerability" means the degree to which a child can avoid or modify the impact of safety threats or risk concerns. (OAC 5101:2-1-01)
3. The protective capacities of the child's caregiver(s). “Protective capacities" means family strengths or resources that reduce, control, or prevent threats of serious harm from arising or having an unsafe impact on a child. (OAC 5101:2-1-01)
4. Any new information regarding the child, the substitute care setting, or the substitute caregiver's willingness or ability to care for the child, including, but not limited to:
    a. Changes in the marital status of the caregiver;
    b. Significant changes in the health status of a household member;
    c. Placement of additional children in the household;
    d. Birth of a child;
    e. Death of a child or household member;
    f. A criminal charge, conviction, or arrest of any household member;
    g. Addition or removal of temporary or permanent household members;
    h. Caregiver relocation;
    i. Child's daily activities;
    j. A change in the caregiver's employment or other financial hardships;
    k. Any supportive services needs for the child or caregiver to assure the child's safety and well-being;
    l. The child's progress toward any goals in the case plan as applicable from information obtained from the child and caregiver;
    m. Permanency planning in accordance with the goals on the child's case plan;
    n. After completing a walk-through of the substitute care setting (in foster care and group home, this includes the entire home) assessment of environmental conditions, noting in particular any safety/cleanliness concerns. Upon identifying such concerns, develop and submit to FCFC a corrective action, with follow-up reports and notice of completion.
    o. Although Provider accepts responsibility for conducting such visits, this does not negate the right and duty of FCFC and/or guardian to visit a child placed pursuant to this Agreement.

XXXVII. Transportation

a. Routine Transportation Costs
    i. For all placement types, including residential, group, and foster care, Provider is responsible for all routine and customary transportation of the child and any cost associated with the transportation. Routine and customary transportation includes, but is not limited to: court hearings, medical appointments, school, therapy, and recreational therapy. For group and foster care, routine and customary transportation will also include transportation to visitation at least once a week and on a case-by-case basis thereafter. In the event more frequent visits are scheduled, the additional visits will be scheduled at dates and times mutually agreed to between Provider, FCFC and guardian. For residential placements, transportation for weekly visitations will be determined on a case-by-case basis and upon mutual agreement of FCFC and the Provider.
    ii. For all placements, FCFC will endeavor to provide Provider with four (4) days prior notice of scheduled visitation.
b. Vehicle Safety
    i. Insurance - Provider will maintain Commercial Auto Liability insurance with limits of liability of not less than Two Million Dollars ($2,000,000), combined single limit bodily injury and property damage, on all autos, including hired and non-owned. Provider will also maintain uninsured and underinsured motorists’ coverage at full policy limits, with the fellow-employee exclusion deleted. Provider's staff members and foster caregivers will maintain driver’s liability insurance that includes coverage for all passengers transported by Provider staff/foster caregivers.
    ii. License - Provider will require that all Provider staff members who are responsible for transporting FCFC clients notify the Provider of all moving traffic violations. Provider will ensure all of Provider's staff members and foster caregivers who transport FCFC children maintain current valid driver’s licenses and safe driving records. In addition, Provider will research driving records for personnel and/or caregivers responsible for transporting children in the custody of FCFC on

an annual basis. Provider will notify caregivers who do not possess a valid Ohio Driver's License, or who have accumulated six (6) or more penalty points on their Ohio Driver's License, that they are not to transport FCFC children and must make other arrangements to provide transportation for the children. At such time that the caregiver's driver's license is reinstated and/or cleared of enough points to total less than six (6) points, the caregiver may transport children again.

iii. Passenger Restraint and Maintenance Approvals - In accordance with OAC 5101:2-7-15 and 5101:2-9-32 and ORC 4511.81 and 4513.263, Provider will ensure that all vehicles owned or operated by Provider and/or Provider's staff members and caregivers have age-appropriate passenger restraints and all current vehicle maintenance approvals required by law.

XXXVIII. Runaway/AWOL

a. DEFINITION – When a child voluntarily absents himself/herself from the supervision of Provider, he/she is to be considered a runaway or absent without leave (AWOL).

b. NOTIFICATION – It is the responsibility of Provider to notify all appropriate parties, including FCFC, guardian, and law enforcement, when a child runs away. Provider will report such AWOL to law enforcement and ensure the child is entered into the National Crime Information Center and National Center for Missing and Exploited Children. Provider will adhere to the following guidelines for AWOL notifications to FCFC and if applicable Summit County Children Services:

i. Children age 13 & under/children with special needs: For any child who is age 13 or younger, or for any child who, regardless of age, has cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, or has been identified as a risk to self or others, Provider will contact the guardian, FCFC and SCCS hotline at 330-434-5437 immediately if the child is missing/AWOL. Provider will provide written notice to FCFC by the end of the next business day. It is also the responsibility of Provider to give verbal notice within one (1) hour and written notice within twenty-four (24) hours when the child is found or returned to Provider's physical custody. An email regarding a runaway child is not effective notification. In the event a child runs away, Provider will notify guardian by telephone and must speak to an actual person; a voicemail message will not suffice.

ii. Children age 14 and older with no special needs: For any child who is age 14 or older and does NOT have cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, and who have not been identified as a risk to self or others, Provider will contact the guardian and FCFC within four (4) hours of discovering that the child is AWOL.

iii. For all AWOL children – Provider will report the following information about such AWOL incident to FCFC including, but not limited to, time and date law enforcement was contacts, specific law enforcement personnel contacted, why the child went AWOL, where the child went, what they experienced, and how long they were AWOL.

c. COSTS OF TRANSPORTATION – When an AWOL child, who is still in the care of Provider, is found, Provider will be responsible for transporting and returning the child. Provider will be responsible for the transportation and any costs associated with such transportation.

XXXIX. Extraordinary Expenses

a. Special services needed by the child will be discussed by Provider and FCFC and included in the Individual Service Plan where possible. Provider will be reimbursed for the cost of these services only with the prior written approval of FCFC. FCFC will not assume the financial responsibility for elective services (including medical and dental services), prior written approval from guardian must be obtained.

XL. Discharge

a. PLANNED DISCHARGE – When it is determined that a child is to be discharged by plan, Provider will convene a treatment team meeting to develop the discharge plan. The meeting will include the guardian, FCFC worker of record and/or supervisor, the case manager or Provider representative, and any other individual integral to the discharge plan. Upon discharge, Provider will furnish the following information, if applicable and available:

i. A complete medical report which describes any immunizations and/or non-routine medical care that the child received during placement and a list of medications previously prescribed to the child as well as the child's current prescribed medications (See Exhibit G);

ii. The child's most recent Individualized Education Plan (IEP), if applicable;

iii. School transcripts and credits;

iv. The most recent psychological or psychiatric evaluation available; and

v. A discharge summary which includes a description of all significant progress, regression, events, etc., that occurred during the placement.

b. UNPLANNED DISCHARGE –

i. Non-emergencies: Provider understands and agrees that, should Provider request the unplanned

removal of any child placed pursuant to this Agreement other than in an emergency, Provider must make such a request in writing at least:

1. fourteen (14) days prior to the requested removal date from foster care;
2. forty-five (45) days prior to the requested removal date from residential services;
3. thirty (30) days prior to requested removal from a group home; and
4. forty-eight (48) hours prior to the requested removal time from emergency shelter.

ii. Emergencies: An emergency discharge is defined as acute behavior which endangers the health or safety of the child or others. Whether a situation is an emergency will be determined by the Executive Director of Provider and emergency removals will be arranged between Provider and FCFC or designee. In such cases when immediate discharge is requested, Provider will provide all reasonable services to protect the child, help FCFC in the discharge transaction, and allow FCFC the time it deems necessary to locate an appropriate alternative placement.

iii. Removal by FCFC: If FCFC decides to remove a child from placement with Provider, FCFC will notify Provider of its decision within twenty-four (24) hours of making said decision. If FCFC removes a child without prior notice to Provider, within three (3) business days of the removal or prior to the removal, Provider may request an appeal hearing with the FCFC Director (or her/his designee).

iv. If Provider requests the unplanned removal of any child placed pursuant to this Agreement, or at a time other than in an emergency, the information listed in Paragraph "a" of this section will accompany Provider's removal request and will be used for discussions within the FCFC case review process.

XLI. Referral Procedure

a. FCFC will provide all available child information to Provider in order to ensure the necessary parties are aware of the child's needs, behaviors, and history, Provider agrees that, prior to placement, Provider will share with its foster parents and child care staff the information that FCFC provides.
b. Referral Admission Package – For each child placed during normal business hours (Monday-Friday 8:00 AM to 4:00 PM), the guardian in coordination with FCFC will submit to Provider a complete referral admission package. Under no circumstance will any covenants, agreements, terms, or conditions contained in a referral admission package supersede the terms of this Agreement and any addenda or amendments thereto. In the event of a conflict between the terms contained in the referral admission package, if any, and this Agreement, this Agreement will control.
c. Payment – FCFC will not be responsible for payment for services rendered to a child prior to the placement date, such date approved by FCFC.
d. Suspension – FCFC reserves the right to suspend child placement referrals to Provider at any time for any reason.

XLII. Payments

a. Provider will submit an invoice to FCFC by the fifth (5^{th}) working day of the month immediately following the provision of services.
b. FCFC will pay for the first (1st) day that the child is in placement regardless of the number of hours associated with that day. FCFC will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.
c. Provider will submit to FCFC a detailed invoice for placement and services specifically delivered on behalf of the child on a monthly basis. (See Exhibit D as an example).
d. Per diems will include all costs associated with maintenance, administration, case management allowable administrative costs, transportation allowable administrative costs, other direct services allowable administrative costs, behavioral healthcare non-reimbursable cost (as pre-approved by FCFC), and other costs pre-approved by FCFC.
e. It is understood by the Provider that availability of funds is contingent on appropriations made by the county, state, and federal government. Therefore, if at any time funding is discontinued, FCFC may immediately terminate this Agreement, without further obligation.

XLIII. Licensure

a. Provider agrees that it is properly licensed to provide the agreed upon services to the children under this Agreement, including, without limitation:
    i. licensure for operation;
    ii. physical facilities;
    iii. practicing professionals/staff; and,
    iv. educational facilities.
b. FCFC, in its sole discretion, may require periodic review of Provider's licensure/certification.
c. Provider must report in writing any change in ODJFS and/or ODMH licensure or certification status (including temporary, provisional, or suspension) to FCFC within twenty-four (24) hours of the change.

This reporting requirement applies to all negative status changes. If Provider fails to report such status changes, FCFC has the option to immediately terminate this Agreement.

d. Provider will submit to FCFC its most recent Ohio Department of Job and Family Services, Ohio Department of Mental Health & Addiction Services, or Ohio Department of Developmental Disabilities (as applicable) non-compliance report/findings and details of any required corrective action upon request of FCFC.
e. Provider agrees to advise FCFC of any provisional license issued to Provider by its licensing authority and/or any loss or suspension of licensure due to noncompliance with a licensing requirement.
f. Foster Care Only: The parties understand and agree that Provider is to place children referred by FCFC only into licensed foster homes within Provider's own network. Provider agrees to repay FCFC for any funds lost a result of an audit finding against FCFC due to Provider placing a FCFC child into an unlicensed foster home.
g. Home Study, Recertification, and Foster Parent License: The parties agree that FCFC will have access to foster parent home studies and re-certifications for foster parents caring for FCFC children, subject to confidentiality considerations. Provider will submit to FCFC a copy of the current foster home license.

XLIV. Entire Integrated Agreement and Modification

a. This document, inclusive of all addenda, amendments, exhibits, and attachments; the Request for Proposals and any addenda/exhibits thereto; Provider's Proposal, inclusive of any addenda/exhibits thereto; and any additional documentation describing the Provider's services are all incorporated herein as if fully re-written and together constitute the integrated, written Agreement of the Parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter hereof that is not contained herein will be valid or binding except as stated herein. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification, or waiver of a provision of this Agreement will be valid only when reduced to writing, duly signed by the parties, and attached to this Agreement.

XLV. Governing Law

a. The parties waive any right to federal diversity jurisdiction.

XLVI. Termination

a. As of the effective date of the termination of this Agreement, Provider will cease its work under the Agreement and take all necessary and/or appropriate steps to limit disbursements and minimize costs. Provider will furnish a report for the period of placement through discharge describing the status of all work under this Agreement, including results, conclusions, and other such matters as FCFC may require.
b. As of the effective date of the termination of this Agreement, Provider will be entitled to reimbursement, upon submission of a proper invoice, for the costs incurred until the effective date of termination, as calculated by the Rate Information in Exhibit IV. FCFC will receive credit for reimbursement already made. FCFC is not liable for costs incurred subsequent to the effective date of termination.

XLVII. Liability

a. Provider agrees it is liable to FCFC, its members, and the County of Summit and its officers, agents, and employees (hereinafter referred to in this section collectively as "County"), and a child referred to Provider by FCFC who claims injury associated with placement with Provider and/or services provided hereunder (hereinafter referred to in this section as "involved child") for, whether foreseen or unforeseen, any injury or death to any persons, damage to FCFC or County, or damage to property arising out of error, omission, willful misconduct, and/or negligent act of Provider, its officers, employees, subcontractors, and/or agents (hereinafter referred to in this section of "Provider") relative to or associated with services and responsibilities contained herein. In the event Provider negligently or willfully causes injury or death to persons or damage to property of FCFC, County, and/or an involved child, this Agreement may be terminated immediately by FCFC. FCFC and County may pursue any appropriate legal action to protect their rights in law or equity relative to Provider's error, omission, negligence, and/or willful misconduct.

XLVIII. Insurance

a. Provider will maintain Employer's Liability Insurance, Ohio Stop Gap, with limits of not less than **One Million Dollars ($1,000,000)** each accident, each employee.
b. Provider's Business Auto-Liability Insurance will include hired and non-owned and uninsured and underinsured motorists coverage at full policy limits, and the fellow-employee exclusion deleted.
c. All insurance hereby required of Provider will respond to liability asserted against the provider, its employees, volunteers, and board members, and any subcontractor, board member, volunteer, agent, or employee of the Provider that performs services for FCFC under this Agreement.
d. FCFC and the County, and their employees, elected and appointed officials, agents, and representatives will be included as additional insureds under the Provider's Commercial General Liability and Auto Liability insurance, using ISO additional insured endorsement CG 20 11 or a substitute form providing equivalent

coverage and under the Provider's Commercial Umbrella policy, if any; Provider's Commercial General Liability, Commercial Auto Liability, Commercial Umbrella insurance will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to FCFC. There will be no endorsement or modification of the Commercial General Liability, Commercial Auto Liability, or Commercial Umbrella to make any of these three (3) policies excess over other available insurance.

e. If the Provider's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they will be endorsed to provide cross-liability coverage.
f. The Provider will be responsible for any deductibles or retentions with regard to its insurance.
g. If the Provider fails to maintain the insurance as required herein, FCFC will have the right but not the obligation to purchase said insurance at the Provider's expense.
h. The Provider's failure to maintain the required insurance may result in the termination of this Agreement, at FCFC's option, notwithstanding any contradictory provisions in this Agreement.
i. The Provider will report to FCFC any claim, suit, or other proceeding asserted against or otherwise implicating the Provider or any Subcontractor that, in the reasonable commercial opinion of the Provider, may result in a liability of the Provider or Subcontractor exceeding Five Hundred Thousand Dollars ($500,000), which notice by the Provider to FCFC will be in writing and sent to FCFC within thirty (30) days of the Provider's receipt of such claim, suit, or other proceeding, whether or not such claim, suit, or proceeding is or may be covered by insurance.
j. By requiring insurance herein, FCFC does not represent that coverage and limits will necessarily be adequate to protect Provider or any Subcontractor, and such coverage and limits will not be deemed as a limitation on Provider's liability under the indemnities granted to FCFC and others in this Agreement.
k. FCFC reserves the right to amend, revise, or otherwise supplement the insurance requirements imposed upon Provider, and may do so by communicating in writing such amendment or revision to Provider.

XLIX. Headings

a. The headings in this Agreement are for convenience only and will not be used to modify, limit, or extend any provision.

L. HIPAA Compliance

a. To achieve compliance with the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA), Exhibit E attached to this Agreement, which is captioned "Business Associate Agreement," is hereby incorporated by reference.

LI. News Media

a. Provider is prohibited from speaking to representatives of the news media about any aspect of FCFC operations, including children who are placed through FCFC with Provider.

LII. Persons with Documented History of Assaultive Behavior

a. Provider acknowledges that FCFC prohibits persons (including employees, volunteers, interns, consultants, and/or contractors) with any known and/or documented history of assaultive behavior from serving FCFC clients. For purposes of this Agreement, "contractors" includes all individuals who may have contact with persons served. Provider agrees that in accordance with FCFC policy, Provider will not permit any employee with such history to provide services to FCFC clients under this Agreement. Assaultive behavior includes any offensive touching or threat of offensive interaction with a vulnerable population, such as children, youth, older adults, or impaired adults. Such individuals will not worker directly with FCFC clients or within a facility where interaction may occur. Furthermore, such individuals may not provide administrative or programmatic oversight to FCFC clients.

LIII. Verification of Professional Credentials

a. Independent contractors whose service to FCFC requires specific credentials or licenses include, but are not limited to, professionals in the following categories: caseworkers, nurses, attorneys, CPAs, physicians, dentists, and psychologists. Provider hereby attests that individuals/employees providing client services under this Agreement possess current, valid license to provide such contracted services and they meet the standards of the recognized professional licensing/accrediting organization for the relevant service. If at any time during the term of this Agreement such license is suspended or revoked, FCFC may immediately terminate the Agreement.

LIV. Background Checks

a. Pursuant to OAC 5101:2-5-09.1, Provider will conduct background checks on all employees, volunteers, foster parents, and interns who provide direct services to FCFC clients under this Agreement. Provider will conduct a review of all state criminal history records and sex offender registries. Upon execution of this Agreement, Provider will provide a written statement to FCFC indicating that background checks have been completed in compliance with this Agreement.
b. In addition, Provide will provide to FCFC copies to Bureau of Criminal Identification and Investigation (BCII) and Federal Bureau of Investigation (FBI) background checks conducted on every foster parent providing care to children that are FCFC clients. Provider will submit such copies to FCFC prior to

placement of a child.

c. Provider agrees it will not permit to work with children placed through FCFC any individual who has been convicted of or pleaded guilty to any offense listed in Appendix A to OAC 5101:2-7-14.

LV. Prohibition of Corporal and Degrading Punishment

a. FCFC prohibits the use of corporal or degrading punishment, including any type of physical, emotional, and verbal abuse, on or against children served by FCFC. Substitute caregivers are prohibited from using chemical, mechanical, or prone restraints. Physical restraint of a foster child may be utilized only by a treatment provider who has received specific training and annual review in acceptable methods of restraint. Failure to abide by this requirement may result in termination of this Agreement and/or referral to Provider's licensing board.

b. Provider employees and substitute caregivers are mandated to report any reasonable suspicion of abuse or neglect of a child and to cooperate in an investigation conducted by FCFC into such matters. It is the policy of FCFC that there will be no retaliation of any kind against individuals who, in good faith, report such suspicions.

LVI. Prohibition of Harassment

a. Provider and its employees will not engage in any sexually harassing or offensive conduct in the workplace. Said conduct may include, but is not limited to, the following:

   i. Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
   ii. Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive or personal references;
   iii. Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;
   iv. The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, and/or photographs; and/or,
   v. Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages (such as email, text messaging, and internet materials).

LVII. Claims for Breach of Contract

a. Provider agrees that any claim or lawsuit against FCFC relating to services provided hereunder must be filed no more than six (6) months after Provider becomes aware of the cause of action that is the subject of the claim or lawsuit. Provider waives any statute of limitations to the contrary.

LVIII. Adventure-Based Activities

a. As required by Council on Accreditation Standards, if Provider operates an adventure-based activity with a significant degree of risk (i.e., white-water rafting, rock climbing, ropes courses, etc.), Provider must provide FCFC with proof of accreditation, licensure, or certification with a nationally recognized authority for the activity conducted.

LIX. Use of Physical Restraint

a. Provider agrees that it is aware of and enforces all rules and regulations of the State of Ohio pertaining to the use of physical restraints on children in placement. Provider agrees that physical restrain of a child will be utilized only by a child care staff person who has received specific training and annual review in acceptable methods of restraint. Provider will document such training in the employee's personnel record. Provider staff may use physical restraint only for reasons of self-protection, protection of the child from self-injurious behavior, and/or to protect another person from the child. Child care staff will use the least restrictive physical restraint necessary to control the situation.

b. Provider agrees that its staff will comply with the provisions of OAC 5101:2-9-02, 5101:2-9-03, 5101:2-5-13, 5101:2-9-21 and 5101:2-9-22. Provider agrees that it will not permit the use of prone position restraint on any child placed through FCFC. "Prone restraint" is defined as "all items or measures used to limit or control the movement or normal functioning of any portion, or all, of an individual's body while the individual is in a face-down position for an extended period of time. Prone restraint includes physical or mechanical restraint." (OAC 5101:2-5-13). Provider agrees that any Provider staff member acting as a caregiver for children placed through FCFC will have attended Non-Violent Intervention Training either through the Crisis Prevention Institute, Inc. or its equivalent. Provider agrees that it will not permit the use of any physical restraint as punishment, for convenience of staff, or as a substitute for activities or treatment. In addition, Provider agrees that its staff will not utilize any physical restraint on any child placed through FCFC, unless all other de-escalation techniques have been attempted and proved unsuccessful. Moreover, Provider will notify the guardian and FCFC by telephone no later than four (4) hours after restraint was applied to any child placed through FCFC. Pursuant to FCFC in accordance with Summit County Children Services internal policies, following the use of any physical restraint, Provider will submit a written critical incident report to FCFC (via fax) by the end of the next business day. The written critical incident report will include: (1) the type of physical restraint utilized; (2) a list of the attempted, but unsuccessful, de-escalation techniques utilized prior to the use of physical restraint; and,

(3) a detailed description of the specific danger presented by the child's behavior which justified use of that type of physical restraint.

LX. Critical Incidents

A. RESIDENTIAL FACILITIES

i. Immediate Notice - Pursuant to OAC 5101:2-9-23 and FCFC, Provider will immediately notify guardian and FCFC by telephone upon the occurrence of any critical or unusual incident involving a FCFC child placed in a residential facility. For purposes of this section, **"immediate notice" means no later than 60 minutes** after determination that a critical or unusual incident has occurred. "Critical or unusual incident" includes, but is not limited to, the following:

1. Death of the child;
2. Unauthorized removal of a child from the facility;
3. The child is absent without leave (AWOL) and one of the following applies:
    a. The child is 13 years of age or younger; OR
    b. Regardless of age, the child has cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, or has been identified as a risk to self or others.

ii. Four Hour Notice - Provider will notify guardian and FCFC by telephone in accordance with the Non-Emergent Incident Reporting section below, no later than four (4) hours after determining that any of the following events have occurred:

1. The child is AWOL and BOTH of the following apply:
    a. The child is 14 years of age or older; AND
    b. The child does not have cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, and has not been identified as a risk to self or others.
2. The child returns from being AWOL.
3. The facility becomes uninhabitable for any reason;
4. Any use of physical restraint or isolation;
5. Non-routine medical treatment or any hospitalization;
6. Expulsion or suspension from school;
7. Any alleged delinquent or criminal activity of the child;
8. Any situation in which the child is a victim of an alleged delinquent or criminal activity;
9. The child self-mutilates or attempts suicide;
10. Any involvement with law enforcement;
11. Any incident of alleged abuse or neglect;
12. The child is a victim or perpetrator of an assault resulting in an injury that requires professional medical attention;
13. The child makes an explicit threat of inflicting imminent and serious physical harm or causing the death of himself or herself or one or more clearly identifiable potential victims; or
14. The child's medication has changed.

iii. Twenty-Four Hour Notice – Pursuant to OAC 5101:2-9-23, Provider will notify guardian and FCFC by telephone within twenty-four (24) hours of determining that any major unusual incidents occurred involving a FCFC child placed in a residential facility, including, but not limited to, the following:

1. Any violation of a rule that a residential facility or group home would be required to report to the Ohio Department of Job and Family Services pursuant to the requirements of the OAC;
2. Services of the fire department are required; or
3. Any other unusual incidents as listed on FCFC's Critical Incident Report (See Exhibit B) or by Provider's internal policies.

iv. Documentation – Provider must document that the critical incident report was given to guardian and FCFC regarding the child.

v. Children Not in the placed through FCFC – Within four (4) business days of the serious injury or death of a child not placed through FCFC who is placed in a residential facility or foster home operated by Provider, Provider will notify FCFC of the serious injury or death. Any notification given to FCFC regarding a child not placed through FCFC will contain only non-identifying information.

vi. Duty to Report – The administrator of a residential facility will ensure that any employee, college intern, or volunteer at the facility who knows or suspects any physical or mental abuse, sexual abuse, exploitation, neglect, or threatened abuse or neglect of a child by any person, including

another resident of the facility, will immediately report the situation pursuant to section 2151.421 of the Revised Code, or cause it to be reported.

B. FOSTER CARE

i. Immediate Notice - Pursuant to OAC 5101:2-7-14, Provider will immediately notify guardian and FCFC by telephone upon the occurrence of any critical or unusual incident involving a child in placement through FCFC placed in a Provider foster home. For purposes of this section, **"immediate notice" means no later than 60 minutes** after the caregiver has determined that a critical or unusual incident has occurred. "Critical or unusual incident" includes, but is not limited to, the following:

1. Death of the child;
2. Serious injury or illness involving medical treatment of the child;
3. Absent without leave (AWOL) and one of the following applies:
    a. The child is 13 years of age or younger; OR
    b. Regardless of age, the child has cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, or has been identified as a risk to self or others.
4. Removal of the foster child from the home by any person or agency other than the guardian and/or FCFC or attempts at such removal;
5. Any involvement of a foster child with law enforcement authorities.

ii. Four (4) Hour Notice – Provider will notify FCFC by telephone at within four (4) hours of determining that any of the critical or unusual incidents listed below has occurred involving a child placed through FCFC who is placed in a Provider foster home:

1. The child is AWOL and BOTH of the following apply:
    a. The child is 14 years of age or older; AND
    b. The child does not have cognitive delays, medical concerns, significant mental health concerns resulting in psychotic episodes when not on medication, and has not been identified as a risk to self or others.
2. The child returns from being AWOL.
3. Non-routine medical treatment or any hospitalization of the foster child;
4. Expulsion or suspension from school;
5. Any alleged delinquent or criminal activity of the child;
6. Any situation in which the child is a victim of an alleged delinquent or criminal activity;
7. Suicide or self-mutilation attempts by the child;
8. Any incident of alleged abuse or neglect of the child;
9. The child is a victim or perpetrator of an assault resulting in an injury that requires professional medical attention;
10. The child makes an explicit threat of inflicting imminent and serious physical harm or causing the death of himself or herself or one or more clearly identifiable potential victims; or
11. The child's medication has changed
    a. However, this provision does not apply to psychotropic medications, which require guardian's pre-approval.

iii. Twenty-Four (24) Hour Notice - Provider will notify guardian and FCFC by telephone at (within twenty-four (24) hours (or by the end of the next business day) of determining that any major unusual incident involving a FCFC child placed in a Provider foster home has occurred, including, but not limited to, the following:

1. Any impending change in the marital status of the foster caregiver or in the household occupancy of the home;
2. Any serious illness or death in the household other than that of the foster child;
3. If the foster home becomes uninhabitable for any reason;
4. Any violation of a rule that a foster home would be required to report to the Ohio Department of Job and Family Services pursuant to the requirements of the OAC;
5. Any incident in which a FCFC placed child has been present in a home in which another child committed an act that would require a report to the Ohio Department of Job and Family Services, local PCSA, law enforcement authority, or other licensing authority even though the FCFC child was not a victim or participant in the act;
6. Any charge of any criminal offense brought against the caregiver or any resident of his/her home. If the charges result in a conviction, Provider will notify FCFC within twenty-four hours of the conviction.
7. Pursuant to section 5103.0319 of the Revised Code, Provider will also notify FCFC in

writing within twenty-four hours if a resident of the foster caregiver's home who is at least twelve years of age, but less than eighteen years of age, has been convicted of or pleaded guilty to any of the offenses listed in appendix A to OAC 5101:2-7-14, or has been adjudicated to be a delinquent child for committing an act that if committed by an adult would have constituted such a violation. The notification is also required for any conviction or adjudication of delinquency resulting from a violation of an existing or former law of this state, any other state, or the United States that is substantially equivalent to any of the offenses listed in appendix A of OAC 5101:2-7-14.

8. Provider will notify FCFC within twenty-four hours or the next working day when any fire requiring the services of a fire department occurs within the home.

iv. Caregiver Moves: Provider will inform FCFC at least four weeks prior to a planned move of the foster caregiver.

v. Type B Daycares: Provider will inform FCFC within thirty days in writing if the foster caregiver is certified to operate a type B family day care home.

c. WRITTEN NOTIFICATION REQUIRED – A typed critical incident report must be faxed to FCFC by the end of the next business day for any incident listed in the attached "Critical Incident Report", which includes, but is not limited to, the instances listed above. Provider is required to submit such documentation either on the attached critical incident report form (see Exhibit B) or Provider's own form so long as Provider's form includes at a minimum all of the information listed on Exhibit B.

d. CHILD INTERVIEWS – Provider and foster care givers are not authorized to give permission to law enforcement officials to interview any child/youth placed through FCFC. Provider will immediately refer all such requests to the guardian and FCFC.

LXI. Non-Emergent Incident Reporting – Incidents which DO NOT require an immediate response from a guardian or FCFC staff (such as child restraints that do not result in injury, school suspension or expulsion, AWOL children age 14 or older who do not have special needs or medical concerns, and injuries not requiring emergent medical attention) can be left on the automated system. Providers will provide the following information on the automated system when reporting a non-emergent incident:

a. Provider agency name;
b. Reporter's name;
c. Return phone number;
d. First and last name of the child;
e. Child's date of birth; and,
f. A brief description of the incident, including the date and time it occurred.

LXII. Unresolved Findings of Recovery

a. Pursuant to Ohio Revised Code §9.24, Provider represents and warrants that no unresolved findings of recovery have been issued against Provider by the Auditor of the State of Ohio.

LXIII. Additional Exhibits

a. In Addition to Exhibits I-IV, the following exhibits are attached hereto and incorporated herein by reference as if fully re-written:

i. Exhibit A – Levels of Care Service Standards by Each Service Area
ii. Exhibit B – Critical Incident Report
iii. Exhibit D – Invoice Format
iv. Exhibit F – Reporting Guidelines for Home Visits
v. Exhibit K – Sample Independent Living Plan

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider Signature:	
Printed Name and Title:	
Agency:	
Date:	

Summit County Family and Children First Council:

_____

Stacey Garske Date
Executive Director
Summit County Family and Children First Council

Approved by FCFC Administrative Agent:

_____

Lisa Kamlowsky Date
Superintendent
Summit County Board of Developmental Disabilities
Administrative/Fiscal Agent FCFC

Exhibit I – Scope of Work

I. SERVICES

a. **Availability**

i. Provider agrees to accept placement of children on a twenty-four (24) hours per day, seven (7) days per week basis.

ii. FCFC will furnish Provider with an emergency contact to be available on a twenty-four (24) hours per day, seven (7) day per week basis.

b. **Scope of Services**

i. Provider agrees to provide placement and related services for children placed through FCFC as consistent with current state and federal laws and regulations related to the provision, delivery, and funding of services to children and youth. The following list of services describes the general services that Provider will furnish to children in placement. Specific required services and treatment will be determined by the needs of each child as outlined in each child's plan, and as deemed appropriate and necessary by FCFC. Provider will provide services which include, but are not limited to, the following, all without limitation:

1. In non-emergency situations, participation in the pre-placement assessment and placement process for non-residential programs as requested by FCFC, which may include a pre-placement visit of twenty-four (24) hour duration at no additional cost to FCFC in order to assess whether the placement is an appropriate match;
2. Appropriate shelter, daily supervision, care/maintenance, and case management services for the child placed in care;
3. Ensure the provision of supportive counseling/therapy and diagnostic and/or psychiatric assessments to aid in the child's adjustment to placement and to facilitate FCFC's ability to plan for discharge.
4. Access to delivery of health-related services, which include, but are not limited to: medical services, psychological services, physical therapy, dental services, and optical services, and all necessary, as determined by FCFC and guardian, medications, treatment, therapy in accordance with the child's Individual Service Plan, arranging and transportation to health related service, acting as a liaison with health provider(s), and always acting in the best interest of the child's overall health;
5. Furnish or arrange for the provision of all services and treatment agreed upon between FCFC and Provider in accordance with the child's plan (i.e., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, and/or recreational activities);
6. Alternative (respite) care as determined necessary with the approval of FCFC and in compliance with requirements set forth in this Agreement;
7. Beyond the initial placement, provide to the child all appropriate clothing throughout the duration of the placement and at discharge;
8. Ensure the provision of all necessary counseling/therapy and support to aid in:
    a. Adjustment to placement;
    b. Stabilization of the problem(s) leading to placement; and,
    c. Resolution of conflict with the family/significant other people as required by the child's Individual Service Plan.
9. Ensure that counseling/therapy services will always include the family members and/or significant other people, especially when the planned goal is reunification;
10. Coordination, facilitation, and supervision of visitation with family member(s) in accordance with the child's plan;
11. Consultation with FCFC regarding the child's status/progress and/or concerns;
12. Inclusion of FCFC at monthly, quarterly and discharge planning meetings; and,
13. Transitional services whenever there is a change in the child's placement, which may include, but are not limited to the following: 1) Participating in the CANS assessment to be completed by FCFC worker, 2) facilitating pre-placement visits for a child in new placement, 2) supportive counseling regarding the move to new placement, 3) ensuring that child has all necessary personal items to take to the new placement which include, but are not limited to: personal hygiene products and adequate clothing, and, 4) ongoing telephone and/or direct contact between FCFC and Provider regarding any concerns and/or the status/progress of each child.

c. **Child Specific Information/Placement Agreement**

i. Within ninety-six (96) hours of a placement, FCFC will furnish Provider with a signed Placement Agreement.

d. **Clothing (Residential and Foster Care Only)**

i. Clothing Inventory - At all times, the child placed with Provider will have an appropriate clothing inventory. FCFC

will coordinate with guardian to ensure that all children have and/or receive adequate, seasonally appropriate clothing when they are initially placed. At a minimum, clothing for the child will include seven (7) days of seasonally appropriate clothing and undergarments, including shoes, boots, and outerwear as appropriate. Upon placement, the Provider case manager will complete a clothing inventory & clothing request, documenting the child's clothing needs. The Provider case manager will sign the clothing inventory after completion. If, upon placement, Provider determines that the child's clothing needs have not been adequately addressed, Provider must, within thirty (30) days of initial placement, submit a written request to the guardian of record for the additional amount and type of clothing needed. Additional clothing requests must meet the criteria identified in the paragraphs below. If Provider does not submit a request it will consider the child's clothing needs satisfied, and Provider will be responsible for the purchase of any additional items of clothing which become necessary thereafter. Provider, through the per diem payment, is expected to provide for and maintain an ongoing supply of appropriate and adequate clothing for each child in its care. Special consideration will be given to the following:

1. AWOL: If the child goes AWOL, Provider is responsible for securing the child's clothing until retrieved by FCFC or guardian.

ii. Discharge - FCFC and Provider agree that at the point of discharge, Provider will send with the child all of their belongings they had upon placement. Provider will also send along any clothing purchased for the child during placement which is appropriate at discharge. At a minimum, Provider will send along clothing for the child that will constitute seven (7) days of clothing and undergarments, which includes, but is not limited to, shoes, boots, and a coat as appropriate for the season. On the date of discharge of the child, Provider substitute caregiver will conduct an inventory of the child's clothing, as sent with the child by Provider. FCFC reserves the right to assess a penalty of Two Hundred Seventy-Five Dollars ($275.00) against Provider if Provider fails to comply with the requirements of this paragraph without just cause. FCFC will deduct the penalty from future payments made to Provider pursuant to the terms of this Agreement. FCFC will notify Provider prior to the assessment of the penalty.

e. **Prior Authorization Requirements/Medical Payments/Medicaid**

i. Level of Care Change – If Provider determines that a child's level of care is not meeting the best interests of the child, Provider will submit a written request with supporting documentation to FCFC for prior written authorization from the FCFC worker to adjust the child's level of care. Upon receipt of such a request, the FCFC worker will confer with the Service Review Collaborative,0 who will approve or deny such request. The FCFC worker will send written approval/denial to Provider within five (5) to 10 (ten) working days. If FCFC approves a higher level of care, the placement agreement will be amended to reflect a higher service care and the respective approved cost.

ii. Additional Services/Per Diem Increase – Provider will seek prior written authorization from the FCFC worker for payment of all other expenses not addressed herein. In an emergency situation, FCFC may grant a verbal approval, but such approval does not relieve Provider from its responsibility to submit a written request as required herein. Provider's Additional Services/Per Diem Increase request must include, but is not limited to, the following:

1. The child's specific needs;
2. The specific services that Provider will furnish to meet those needs, including costs and duration of need;
3. A description of the additional services on the part of the caregiver (e.g., assumption of additional responsibilities, additional training, additional Provider support, etc.); and,
4. What outcomes are expected and how will the outcomes be measured and monitored.

iii. Previous Authorization Required – FCFC will not pay for any services which are not specified in this Agreement and/or for which Provider failed to seek prior written authorization from FCFC pursuant to the above detailed procedures..

iv. Right to Recoup – FCFC retains the right to recoup funds from Provider upon the determination that third party funds are duplicative (in the aggregate) of FCFC payments to Provider, or in the event that Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCFC may withhold from subsequent reimbursement to Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to, Medicaid and private insurance companies.

v. Guardians are responsible for the payment of medical, optical, and dental care not otherwise paid by Medicaid, or other third party insurance coverage. Provider shall coordinate with guardian for any medical cost that are not covered by the youth's insurance.

vi. The Provider is not permitted to deliver or authorize any health care or treatment services as indicated below without prior written consent of the guardian:

1. Non-routine/Invasive/Surgical procedures performed on an outpatient basis;
2. Non-routine/Invasive/Surgical procedures performed on an inpatient basis;

3. Non-invasive and/or Diagnostic procedures performed on an inpatient basis;
4. Any procedure involving localized or general anesthetics performed on an inpatient or outpatient basis;
5. Medications including:
    a. Psychotropic and/or non-psychotropic medications prescribed for the purpose of altering mood or behavior;
    b. Those prescribed to treat chronic and/or acute care health concerns;
    c. Routine medications intended for long term use;
    d. Those associated with a potential for severe side effects or health risks;
    e. Any experimental and/or research medications; or,
    f. Any medications not covered by Medicaid and costing more than fifty dollars ($50.00);
6. HIV/AIDS testing or care except where protected by state or federal law;
7. Sub-specialty referrals and procedures of a non-routine/acute care nature unless guardian has already given approval;
8. Extensive or costly dental or orthodontia procedures;
9. Optical and/or pharmacological care; and
10. Any urgent (non-life threatening) care or treatment exclusive of any emergency (life-threatening) care/treatment as deemed to be necessary by a licensed medical professional.

vii. Extreme Emergency – In an extreme emergency, the above language requiring prior approval will not apply. However, if emergency treatment is necessary, upon arrival at the nearest medical/dental facility, Provider will immediately contact the guardian and Provider will report the nature of the emergency and request verbal authorization to provide medical/dental treatment to the injured child. If the situation is life-threatening and due to the risk to the child as determined by a licensed medical professional, there is no opportunity to contact for prior approval, Provider (or its authorized designee) is authorized to consent to Emergency Medical Treatment for the child. In these cases, Provider or their authorized designee will, at the earliest opportunity, contact the guardian, and as noted above and provide all available information pertaining to the emergency. In such an emergency, Provider will ensure that a qualified Provider staff member accompanies the injured child to the medical/dental facility.

viii. The Provider is responsible for:
1. Gathering information from the Medical Provider as requested to assist guardian in giving informed consent for non-routine/invasive/surgical procedures of a non-emergency nature;
2. Obtaining and submitting to guardian all required information for invasive/surgical/non-routine procedures to be performed on an outpatient basis at least three (3) working days in advance; and,
3. Obtaining and submitting to guardian all required information for invasive/surgical/non-routine procedure to be performed on an inpatient basis at least five (5) working days in advance.

ix. Psychological/Psychiatric Evaluation – In cases where it is mutually agreed that a psychological and/or psychiatric evaluation of the child is needed, guardian will be responsible for the payment of such evaluation (including the cost of respective, non-Medicaid healthcare providers) only if the evaluation was obtained after the guardian has issued prior written authorization for the evaluation and associated costs. Provider will evaluate the alternatives available, inclusive of the market cost, and provide such evaluation and costs as supporting documentation.

x. Medication Authorization – Guardian must approve any medication needs.

xi. Special Medical Equipment – It is Provider's primary responsibility to obtain special medical equipment ordered by a physician for a child in placement.

f. **Discharge and Document Return**

i. Following each child's discharge, Provider will take all steps necessary to ensure the prompt and smooth transfer of the child and all documents related to the child, other than Provider's internal documentation.

g. **Temporary Leave**

i. Bed Hold – Provider will hold the child's bed while the child is absent for short-term temporary approved leave or where the child is AWOL, at the discretion of FCFC. Such short-term temporary approved leave period or AWOL period will not extend beyond Fourteen (14) days. Provider may charge FCFC for the bed during that period. If the leave is terminated earlier than originally planned, Provider must readmit the child immediately. In the event that the child is absent due to the need for crisis services and such absence extends beyond a 14-day period, FCFC has the right to require Provider to hold the child's bed during that extended period. Provider will hold the child's bed as directed by FCFC. Provider may charge FCFC for the bed during that extended period. Upon the child's return from such crisis services, Provider must re-admit the child immediately. Except for situations listed below, if the child's absence exceeds a 14-day period and FCFC does not direct Provider to hold the child's bed, immediately following the conclusion of the 14-day period, Provider will contact the child's FCFC worker of record, unless FCFC specifically directs Provider to continue to hold the child's bed, Provider will

discontinue holding the bed for the child immediately. Provider will not charge FCFC for the bed for that day or for any part of that day.

ii. Child Hospitalizations – In the event a child must be taken to the hospital due to a medical or psychiatric emergency, unless the child is transported by ambulance, Provider must accompany the child to the hospital. If transported by ambulance, Provider must follow the ambulance to meet with the child at the hospital. In the event that a child must be taken to the hospital for scheduled treatment, Provider must accompany the child. In either event, Provider must remain with the child through the admitting process (up to and including disposition - either admitted or returned to Provider).

iii. Respite Care – Any respite care in excess of eight (8) hours must be provided by a licensed foster parent unless another person is specifically pre-approved. Provider's approval process will include, but not be limited to, the following:

1. Background checks as defined in the ORC and OAC;
2. References; and,
3. Safety audit if the child is to be cared for out of home. (See generally OAC 5101:2-7)

Prior to the date of the requested alternative care, Provider will seek prior approval of the alternative caregiver from FCFC.

II. PROVIDER RESPONSIBILITIES

a. **Visits** – Provider agrees that FCFC will have access to Provider's facilities and foster homes, both on a prearranged and unannounced basis, for discussion or review of pertinent information and for interviews with the child, the natural family, and foster parent, if the child is placed in family foster care.

b. **Threat/Mandated Reporting** – Pursuant to ORC 2305.51, if a mental health patient/client has communicated an explicit threat of inflicting imminent and serious physical harm to or causing the death of one or more clearly identifiable potential victims, and the mental health professional has reason to believe the client/patient has the intent and ability to carry out the threat, the mental health professional has a duty to predict, warn of, and/or take precautions to provide protection from the violent behavior of the mental health client/patient. Provider will follow the requirements of ORC 2305.51 and must notify FCFC of any such incidents or situations. Provider must provide a follow-up Incident Report documenting the incident/situation to FCFC and such report must include a summary of the steps taken by Provider to meet the requirements of ORC 2305.51. A residential facility will complete a critical incident report for each occurrence of any of the items listed in the Critical Incidents section of this Agreement. The administrator of a residential facility will ensure that any employee, college intern, or volunteer at the facility who knows of or suspects any physical or mental abuse, sexual abuse, exploitation, neglect, or threatened abuse or neglect of a child by any person, including another resident of the facility, will immediately report the situation pursuant to section 2151.421 of the ORC, or cause it to be reported. In addition, a residential facility will immediately notify the individual or agency that placed a child if the child threatens harm to another individual.

c. **Mental Health Treatment** – Provider agrees that all services and treatment recommended by the child's mental health professional and approved by FCFC will be consistently provided in accordance with such recommendations.

d. **Medical Care and Treatment** –

i. Initial Placement Screening: In accordance with OAC 5101:2-42-66.1, children are required to have an initial placement screening within five (5) days of initial placement. The following guidelines apply to Initial Placement Screenings:

1. Provider Responsibilities: Providers are responsible for scheduling the Initial Placement Screening with the appropriate healthcare provider (see below), transporting the child to and from the Initial Placement Screening, and communicating with the guardian to ensure that all necessary paperwork has been submitted to the healthcare provider prior to the child's appointment.
2. Residential Placements: the Initial Placement Screening requirement above will not apply to children placed directly into residential facilities, if the residential facility has capacity to conduct an Initial Placement Screening at its facility. In accordance with OAC 5101:2-42-66.1(C), the Initial Placement Screening must be conducted by one of the following licensed healthcare providers:
   a. A licensed physician;
   b. An advanced practice nurse;
   c. A registered nurse;
   d. A licensed practical nurse; or,
   e. A physician's assistant.

ii. Early and Periodic Screening Diagnosis and Treatment – Pursuant to OAC 5101:2-42-66, the early and periodic screening, diagnosis, and treatment (EPSDT) program is a federally mandated program of comprehensive preventive health services available to Medicaid-eligible individuals from birth through age twenty years. In Ohio, the program is called Healthchek. A Healthchek screening examination or its equivalent constitutes

comprehensive health care for all children in placement. Provider is responsible for meeting the requirements of OAC Chapter 5160-14 including, but not limited to:

1. Within thirty (30) days of placement, Provider must have a licensed professional conduct and document EPSDT components as required by Section 5160-14-03 of the Ohio Administrative Code as part of initial and periodic Healthchek.
2. The health care professional will identify treatment needs and recommend a service plan. When a screening examination indicates the need for further evaluation of an individual's health, Provider will make a referral for diagnosis and treatment without delay, and follow-up to make sure that the individual receives a complete diagnostic evaluation.
3. Evaluation, diagnosis, and/or treatment may be provided at the time of the Healthchek (EPSDT) screening visit if the health care professional is qualified to provide such services.
4. Providers are required to follow billing procedures and utilize service codes listed in OAC.

e. **Foster/Group Homes "On Hold" or "Denied"** – Provider is prohibited from placing any child placed through FCFC with a caregiver who has been put "on hold" or "denied" by another county PCSA. In addition, if a child placed by FCFC is placed with a caregiver who is subsequently put "on hold" or "denied" by another county PCSA, Provider must notify FCFC within twenty-four (24) hours of such hold/denial.

f. **Compliance with Site and Safety Requirements** – Provider is expected to ensure that its network foster/group homes are maintained in good order, clean, and safe in accordance with OAC 5101:2-7-12. If SCCS determines that a Provider foster home or group home is not in compliance with the site and safety requirements listed in OAC 5101:2-7-12, Provider is prohibited from placing a FCFC child in such home (even if the home is licensed by a State agency). In the event that FCFC determines that a FCFC child is placed in Provider foster/group home that does not meet the requirements of OAC 5101:2-7-12, SCCS will notify Provider of its findings and FCFC:

i. will consider Provider to be in breach of the terms of this Agreement; and/or
ii. may terminate the Agreement immediately; and/or
iii. may require Provider to remove the child from the home and place the child in alternative care while compliance issues are remedied. If the non-compliance issues are not corrected within three (3) calendar days of FCFC's notice to Provider, the child will not return to the home and Provider will move the child to another placement (not alternative care). In addition, SCCS will place the caregiver on an "on-hold" status and no other FCFC child may be placed with the caregiver until the conditions are remedied to the satisfaction of FCFC.

g. **Independent Living Services** – Pursuant to OAC 5101:2-42-19 and relative to minors receiving placement services hereunder, Provider will provide independent living services to youth who have attained fourteen (14) years of age to prepare them for the transition from dependency to self-sufficiency. At the request of FCFC, Provider will provide independent living services to a youth under 14 years of age.

i. Casey Life-Skills Assessment: For each FCFC youth placed with Provider who has reached the age of 14, Provider will conduct a life skills assessment, utilizing the Casey Life Skills Assessment (see http://lifeskills.casey.org/). The assessment will be completed no later than 60 days after the youth's 14th birthday or 60 days after the youth enters placement. The life skills assessment must be completed with documented input from the youth, the youth's caregiver, and the youth's case manager. Upon completion, Provider will email the completed assessments (identified by the youth's initials and date of birth) to the assigned FCFC worker.
ii. Independent Living Plan: To help the youth achieve self-sufficiency, Provider will develop a written independent living plan (ILP) within 30 days of the completion of the assessment. Such ILP will follow the format of Exhibit K: Sample Independent Living Plan. The ILP must be reviewed at least every 90 days thereafter. The ILP will be based upon the assessment findings and include input from the youth, the youth's case manager, the caregiver, and significant other people in the youth's life. The ILP must be built around the youth's behaviors relative to mental health and emotional and "hard" skills (tasks) and document the youth's strengths, limitations, and resources with an outline of the services to be provided. Subject to FCFC approval, ILP services will address (without limitation): life-skills development training, education and vocational training, preventive health activities, financial assistance, housing, employment and education, self-esteem counseling, and assistance with developing positive relationships and support systems. Provider's quarterly progress reports to FCFC must include progress updates for each youth's identified ILP goals. ILP quarterly progress report updates must contain the following information without limitation: identification of each ILP goal and topic under each respective goal, date when the goal will be completed/addressed/covered, narrative regarding information covered, and the youth's participation level.

Exhibit IV – Title IV-E Schedule A Rate Information

The Provider, for and in consideration of the compensation hereinafter set forth, agrees to provide placement and related services, inclusive of all expenses/needs, to FCFC children who are referred to the Provider by an FCFC worker of member agency, in accordance with the provisions included herein and as provided in the above agreement and Exhibit I – Scope of Work. FCFC Service Review Collaborative will identify the level of care necessary to best meet the child's needs. FCFC is purchasing the following levels of care at the respective listed rates (and no additional charges will be assessed for care, unless otherwise agreed to by the parties):

SCHEDULE A RATE INFORMATION
AGENCY: SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL
PROVIDER/ID:

SERVICE DESCRIPTION	**SERVICE ID**	**MAINTENANCE PER DIEM**	**ADMINISTRATION PER DIEM**	**OTHER PER DIEM COST**	**TOTAL PER DIEM**	**COST BEGIN DATE**	***COST END DATE***
Intensive Residential Treatment	395628					4/1/2026	3/31/2027
Intensive Residential Treatment	395628					4/1/2027	*3/31/2028*
Intensive Residential Treatment	395628					4/1/2028	*3/31/2029*
Monarch Boarding Academy	791637					4/1/2026	3/31/2027
Monarch Boarding Academy	791637					4/1/2027	*3/31/2028*
Monarch Boarding Academy	791637					4/1/2028	*3/31/2029*
Stabilization Critical Care Unit, SCCU	3749663					4/1/2026	3/31/2027
Stabilization Critical Care Unit, SCCU	3749663					4/1/2027	*3/31/2028*
Stabilization Critical Care Unit, SCCU	3749663					4/1/2028	*3/31/2029*

Exhibit A: Levels of Care Service Standards by Each Service Area (7 pages)

	level 1	level 2	level 3	level 4	level 5	level 6
Service Area	**Family Foster Care**	**Treatment 2 Foster Care**	**Treatment 3 Foster Care**	**Therapeutic Foster Care/Residential Treatment**	**Residential Treatment**	**Residential Treatment/ Intensive Level**
1. Level of Care Scores	Child has no behaviors that exclude him/her from Level 1 Child has no more than 6 points on the Level of Care Index.	Child has no behaviors or conditions that exclude him/her from Level 2. Child has Level 2 behaviors or conditions, or child has between 7 and 10 points on Level of Care Index.	Child has no behaviors or conditions that exclude him/her from Level 3. Child has Level 3 behaviors or conditions, or child has between 11 and 14 points on Level of Care Index.	Child has no behaviors or conditions that exclude him/her from Level 4. Child has Level 4 behaviors or conditions, or child has between 15 and 19 points on Level of Care Index.	Child has no behaviors or conditions that exclude him/her from Level 5. Child has Level 5 behaviors or conditions, or child has between 20 and 24 points on Level of Care Index.	Child has Level 6 behaviors or conditions or child has more than 24 points on Level of Care Index.
2. Behavior Needs	Child needs basic parenting and supervision. Child may have some behavioral issues.	Child may have serious behavioral problems. Child is likely to be moderately difficult to manage.	Child may be older than 15 or physically large. Child may have behaviors make him/her very difficult to manage. Child may be manageable in a foster setting, but may require group setting due to attachment disorder and/or age.	Child may require 24-hour awake supervision, or passive hardware that notifies house/foster parents when child attempts to leave home setting. Child may require group setting due to attachment disorder and/or age. Child's behavior may not be manageable in a home setting. Child requires behavior management interventions as part of the milieu and significant structure in all activities, including recreation.	Child requires 24-hour awake supervision due to unmanageable, possible aggressive behaviors. Child may not have responded well to earlier placements and is in need of constant supervision. Child requires behavior management interventions as part of the milieu, and significant structure in all activities, including recreation. Child requires a highly therapeutic environment.	Child needs immediate intensive intervention and stabilization. Child requires 24-hour awake supervision due to acute unmanageable, aggressive, or self-harming behaviors. Child is at imminent risk of placement in inpatient treatment setting, or is stepping down from inpatient setting.

	level 1	level 2	level 3	level 4	level 5	level 6
Service Area	**Family Foster Care**	**Treatment 2 Foster Care**	**Treatment 3 Foster Care**	**Therapeutic Foster Care/Residential Treatment**	**Residential Treatment**	**Residential Treatment/ Intensive Level**
3. Health & Develop-mental Needs	Child may have some health or developmental problems	Child may have serious health problems. Child may have serious develop-mental problems.	Child may have serious health problems requiring special care considerations. Child may have serious develop-mental problems requiring special care considerations.	Child may have serious health problems requiring special care considerations. Child may have serious develop-mental problems requiring special care considerations.	Child may have serious health problems requiring special care considerations. Child may have serious develop-mental problems requiring special care considerations.	Child may have serious health problems requiring special care considerations. Child may have serious develop-mental problems requiring special care considerations.
4. Educational Needs	Child may be pre-school age. Child attends regular schools but may be in special education classes.	Child may be pre-school age, but may need early intervention services. Child attends regular school, but may be in special education classes.	Child may be pre-school age, but may need early intervention services. Child likely to be in special education classes. Child may need day treatment.	Child is likely to be in special education classes. Child may need day treatment.	Child likely to need on-campus school with day treatment.	Child will need on-campus school with day treatment.
5. Caregiver Skills	Foster caregiver should have parenting skills. Foster caregiver should be able to take care of the child's basic health care needs, parental visitation, and schooling needs. Foster caregiver should teach child tasks required for life in the community as appropriate.	Foster caregiver should have all of the skills of Level 1, plus: Foster caregiver should be able to manage child with behavior or developmental issues. Foster caregiver should be active participant in therapeutic process. Foster caregiver should have knowledge of mental health issues.	Foster caregiver should have all skills of Level 2, plus: Foster caregiver/direct care staff should have necessary skills and supervision to develop and carry out daily behavior management plans as appropriate. Group care program should teach child tasks and skills required for life in the community as appropriate.	Foster caregiver should have all skills of Level 3, plus: Programs should have appropriate staff to administer, monitor and evaluate psychotropic medications. Staff should have in depth understanding of substance abuse issues and interventions where applicable. Staff need to be able to develop and carry out highly structured behavior management plans. Program should have capacity for therapeutic time-outs.	Group care program should have all skills of Level 4, plus: Program should operate or have formal relationship with a day treatment program.	Group care program should have all skills of Level 5, plus: Program should provide highly structured interventions around the restoration of daily living and social skills are provided 3 to 5 hours/day.

Service Area	level 1 Family Foster Care	level 2 Treatment 2 Foster Care	level 3 Treatment 3 Foster Care	level 4 Therapeutic Foster Care/Residential Treatment	level 5 Residential Treatment	level 6 Residential Treatment/ Intensive Level
6. **Caregiving Support**	Respite support available on an as needed basis.	Foster caregivers should be encouraged to take 24 hours of respite per child per month.	Foster caregivers should be encouraged to take 24 hours of respite per child per month. One-on-one supervision may be needed during crisis.	Foster caregivers should be encouraged to take 24 hours of respite per child per month. Children in group care facilities are monitored 24/7. One-on-one supervision may be needed during crisis.	Children are monitored 24/7. One-on-one supervision may be needed on an intermittent basis.	Children are monitored 24/7. One-on-one supervision may be required on a daily basis.
7. **Training & Experience Child Care Staff**	Caregivers should have experience working with or raising children. Foster caregivers must complete ODJFS pre-service training module. Foster caregivers must complete minimum of 20 hours of training annually. Additional specialized training may be required to understand and manage medical needs or chronic health problems.	Caregivers should have experience working with or raising children. Foster caregivers must complete ODJFS pre-service training module. Foster caregivers must complete minimum of 60 hours of training every two years. Additional specialized training may be required to understand and manage medical needs or chronic health problems.	Caregivers should have experience working with or raising children. Foster caregivers must complete ODJFS pre-service training module. Foster caregivers must complete 60 hours of training every two years. Additional specialized training may be required to understand and manage medical needs or chronic health problems. Direct care staff and foster caregivers should have at least 2 years experience working with children with similar needs. Direct care staff and foster caregivers should know how to implement a behavior management plan.	Caregivers should have experience working with or raising children. Foster caregivers must complete ODJFS pre-service training module. Foster caregivers must complete 60 hours of training every two years. Additional specialized training may be required to understand and manage medical needs or chronic health and/or mental health problems. Direct care staff and foster caregivers should have at least 2 years experience working with children with similar needs. Direct care staff and foster caregivers should know how to implement a behavior management plan.	Direct care staff should have at least 2 years experience working with children with similar needs. Direct care staff should know how to implement a behavior management plan. Direct care staff must be trained in crisis intervention techniques. Direct care staff may require highly specialized knowledge and skills to treat distinct populations.	Direct care staff should have at least 5 years experience working with children with similar needs. Direct care staff should know how to implement a behavior management plan. Direct care staff must be trained in crisis intervention techniques. Direct care staff may require highly specialized knowledge and skills to treat distinct populations.

	level 1	level 2	level 3	level 4	level 5	level 6
Service Area	**Family Foster Care**	**Treatment 2 Foster Care**	**Treatment 3 Foster Care**	**Therapeutic Foster Care/Residential Treatment**	**Residential Treatment**	**Residential Treatment/ Intensive Level**
8. Training and Experience Professional Staff	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.	Staff should have a bachelor's degree in social work or related field, and should be supervised by individuals with a master's degree in social work or related field.
9. Setting	Approved Kinship home Foster home basic. Semi-Independent Living	Approved Kinship home Foster home basic. Semi-Independent Living	Foster home Treatment 3. Group home or semi-Independent Living.	Therapeutic foster home. Group home or residential setting.	Residential treatment setting or therapeutic group home setting.	Intensive crisis stabilization.

	level 1	level 2	level 3	level 4	level 5	level 6
Service Area	**Family Foster Care**	**Treatment 2 Foster Care**	**Treatment 3 Foster Care**	**Therapeutic Foster Care/Residential Treatment**	**Residential Treatment**	**Residential Treatment/ Intensive Level**
10. Clinical Supports	Available as needed.	Child should have access to regular counseling as appropriate. Caregivers should have twice monthly visits from caseworkers to assist in behavior management or care issues. Clinical staff must be available for monthly supervision.	Child should have structured intervention monthly. Caregiver should have at least weekly visits from network agency to assist in behavior management or care issues. Clinical staff should be available for monthly supervision of caregiver.	Child should have regular structured therapy as appropriate. Structured assistance should be provided to the child daily to strengthen social skills and skills for daily living. Clinic consultation with foster caregiver/direct care staff should occur at least twice weekly.	Child should have a minimum of 6-8 sessions per month of structured individual, group or family therapy. Structured assistance should be provided to the child daily to strengthen social skills and skills for daily living. Clinical consultation with direct care staff should occur at least twice weekly. Daily substance abuse services may be required. Children may not have responded to earlier therapeutic interventions and may need intensive treatment.	Daily substance abuse services may be required. Therapeutic interventions provided daily to address mental health issues, to improve daily living skills and social skills. Clinical staff must be available on a daily basis for structured interventions, consultation, and crisis intervention.
11. Crisis Support	Available 24/7 as needed.	Available 24/7 as needed.	Available 24/7 as needed.	Professional staff on call 24/7. Face-to-face contact should be available within 2 hours of a call.	Professional staff on call 24/7. Face-to-face contact should be available within 2 hours of a call.	Professional staff on call 24/7. Face-to-face contact should be available within 2 hours of a call.

	level 1	level 2	level 3	level 4	level 5	level 6
Service Area	**Family Foster Care**	**Treatment 2 Foster Care**	**Treatment 3 Foster Care**	**Therapeutic Foster Care/Residential Treatment**	**Residential Treatment**	**Residential Treatment/ Intensive Level**
12. Other Support	Other in-home services available as needed for short-term interventions. Payment supplement available for children with acute, debilitating diseases or conditions requiring special care considerations. Transportation per child's case plan.	Other in-home services available as needed for short-term interventions. Transportation to family visits identified in case plan within county or contiguous counties should be provided. Tutoring should be available as needed.	Other in-home services available as needed for short-term interventions. Transportation to family visits identified in case plan within county or contiguous counties should be provided. Transportation to medical and therapeutic visits should be provided.	Transportation to family visits identified in case plan within county or contiguous counties should be provided. Transportation to medical and therapeutic visits should be provided.	Transportation to family visits identified in case plan within county or contiguous counties should be provided. Transportation to medical and therapeutic visits should be provided.	Transportation to family visits identified in case plan within county or contiguous counties should be provided. Transportation to medical and therapeutic visits should be provided.
13. Case Management	At least monthly face-to-face visit with child in the foster home by Case Manager.	Twice monthly face-to-face visits with child by Case Manager, at least one of which is in the foster home. Assigned provider staff and foster parents available to attend court hearings, SARs, placement preservation/ Disruption staffings.	Weekly face-to-face visits with child by Case Manager. Assigned provider staff and foster parents available to attend court hearings, SARs, placement preservation/ Disruption staffings.	Weekly face-to-face visits with child by Case Manager. Assigned provider staff and foster parents available to attend court hearings, SARs, placement preservation/ Disruption staffings.	Weekly face-to-face visits with child by Case Manager. Assigned provider staff available to attend court hearings, SARs, placement preservation/ Disruption staffings.	Weekly face-to-face visits with child by Case Manager. Assigned provider staff should be available to attend court hearings and SARs.

	level 1	level 2	level 3	level 4	level 5	level 6
Service Area	**Family Foster Care**	**Treatment 2 Foster Care**	**Treatment 3 Foster Care**	**Therapeutic Foster Care/Residential Treatment**	**Residential Treatment**	**Residential Treatment/ Intensive Level**
14. Caregiver Ratio	No more than 5 foster children and no more than 10 children total in the home. If foster parent has less than 2 years experience, limit is 3 foster children. Not more than 2 children under age 2, not more than 4 children under age 5, except sibling groups including children of caregiver.	Not more than 2 foster children without approval of custodial agency.	In foster home setting, not more than 2 foster children without approval from PCSA. In group setting, a ration of 1:10 direct care staff to children and 1:20 professional staff to children during awake hours.	In foster home setting, not more than 1 foster child without approval from PCSA. In group setting, a ration of 1:10 direct care staff to children and 1:20 professional staff to children during awake hours.	A ratio of 1:8 direct care staff to children during awake hours. A ratio of 1:15 professional staff to children during awake hours. A ratio of 1:15 child care staff to children during asleep hours.	A ratio of 1:5 direct care staff to children during awake hours. A ratio of 1:10 professional staff to children during awake hours. A ratio of 1:15 child care staff to children during asleep hours. Day treatment staff to student ratio should not exceed 1:3.
15. Caregiver License	Approved kinship home. Foster caregivers licensed by ODJFS.	Approved kinship home. Foster caregivers licensed by ODJFS.	Approved kinship home. Foster caregivers licensed by ODJFS. Group home licensed according to OAC 5101-2-9.	Foster caregivers licensed by ODJFS. Group home/homes or children's residential centers licensed according to OAC 5101-2-9.	Group homes or children's residential centers licensed according to OAC 5101-2-9.	Group homes or children's residential centers licensed according to OAC 5101-2-9.

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Exhibit B: Summit County Family and Children First Council (2 pages)

CRITICAL INCIDENT REPORT

Name of Youth Involved	D.O.B.	Provider Name

Incident Occurred: (Date & Time am/pm)	Discovered: (Date & Time am/pm)	Reported By: (Name)

LOCATION:	NOTIFIED: (ORG/Person's Name, Date & Time am/pm)
☐ Provider Facility ☐ Foster Home (specify) ☐ Other (specify)	☐ FCFC Person ☐ 911/Law Enforcement

In accordance with FCFC Placement Services Agreement (please refer to the Agreement for full information), relative to children placed by FCFC, a typed Critical Incident Report must be filed in the situation including, but not limited to, the following *[check all that apply]:*

Guardian must be notified by a call within four (4) hours of the incident AND a typed Critical Incident Report must be sent via fax or email to the FCFC worker .

- ☐ Abuse (Alleged/Suspected)
- ☐ Alcohol/Drug Use
- ☐ Assault
- ☐ Auto Accident
- ☐ AWOL
- ☐ Behavior Dangerous to Self or Others
- ☐ Criminal Activity Alleged
- ☐ Delinquent Activity Alleged
- ☐ Death
- ☐ Detention Center Admission
- ☐ Emergency Room Visit
- ☐ Contagious/Infectious Disease Exposure
- ☐ Emergency Removal From Placement
- ☐ Expulsion From School
- ☐ Fighting
- ☐ Fire or Natural Disaster in Foster Home
- ☐ Hospitalization
- ☐ Illness (Serious)
- ☐ Injury
- ☐ Medication Error
- ☐ Medical Problem/Non-Routine Medical Treatment
- ☐ Neglect (Alleged/Suspected)
- ☐ Poison Control
- ☐ Property Damage/Destruction
- ☐ Psychiatric Admission
- ☐ Self Mutilation Attempt
- ☐ Serious Illness or Death in Foster Home
- ☐ Sexual Activity Alleged
- ☐ Stalking
- ☐ Suicide Attempt
- ☐ Suspension From School
- ☐ Theft
- ☐ Threat of Inflicting Serious Physical Harm or Death to Identifiable Victim
- ☐ Use of Physical Restraint
- ☐ Use of Seclusion/Isolation
- ☐ Use of Weapon
- ☐ Vandalism
- ☐ Unsafe Environment
- ☐ Unsanitary Environment
- ☐ Use of Anti-choking Procedure
- ☐ Other (explain):

VICTIM	Name	Age
☐ Client ☐ Adult		
☐ Child		
☐ Agency Visitor		
☐ Substitute Caregiver		
☐ *FCFC Employee		
☐ Other		

ALLEGED OFFENDER	Name	Age
☐ Client ☐ Adult		
☐ Child		
☐ Agency Visitor		
☐ Substitute Caregiver		
☐ FCFC Employee		
☐ Other		

DESCRIPTION OF INCIDENT: Describe in specific, accurate terms the events you witnessed or in which you were involved. If restraint was used, describe efforts used to process the circumstances with the child. Note any concerns regarding subsequent use of restraint. Describe other immediate actions taken including disciplinary action. *(Additional space on back)*

Describe nature, extent of any injuries and/or property damage:

- ☐ Injury to Child _____
- ☐ Injury to Staff _____
- ☐ Property Damage _____

Physical Restraint: (Type Utilized, # of Times & Duration)

_____ ☐ Checked for injury. Results _____

_____ ☐ Checked for injury. Results _____

_____ ☐ Checked for injury. Results _____

If the incident involved physical restraint, check off all that apply.

☐ Explained to child why he/she was being restrained ☐ Reviewed current medications prescribed to child. Results

☐ Explained behavior required to avoid further restraint ☐ Reviewed log and file for contraindications. Results _____

PRECIPITATING EVENTS: Describe child's behavior and interventions leading up to, during and immediately following the incident. *(Additional space on back)*

PREVIOUSLY IDENTIFIED PROBLEM: If the problem was previously identified, what safety precautions were already in place to address the problem?

FURTHER ACTION REQUIRED: *(If Any) (Additional space on back)*

Provider Supervisory Review Signature: _____ **Date:** _____

DESCRIPTION OF INCIDENT: *(Continued from first page)*

PRECIPITATING EVENTS: *(Continued from first page)*

FURTHER ACTION REQUIRED: *(Continued from first page)*

TO BE COMPLETED BY FCFC: Supervisory Action and Follow-up Activities*: (If required)*

Supervisor's Signature: _____ **Date:** _____

cc: Case Record

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

Exhibit C: Invoice Format (1 page)

TO: Summit County Family and Children First Council, 2355 2nd Street, Cuyahoga Falls, Ohio 44221

Invoice Date: _____

Payee Name
Remittance Address
Remittance Address
City, State, Zip Code

Contact Name
Telephone #
FAX #
Fed. Tax I.D. #

FCFC

BILLING FOR PLACEMENT SERVICES PROVIDED ON BEHALF OF:

Name of Child:		Child's Date of Birth:	
Child's SACWIS #:			
Admission Date:		Discharge Date:	
Level of Care:		Provider #:	
Billing Period From:		Through:	
Number of Days Billed:			

(TO CALCULATE: PRESS CONTROL A, THEN PRESS F9)

Maintenance Per Diem:	
Administration Per Diem:	
Case Management Per Diem:	
Transportation Per Diem:	
Other Direct Services Per Diem (e.g., special diets, clothing, insurance):	
Behavioral Health Care Per Diem:	
Other Costs Per Diem (any other costs the Agency has agreed to participate in):	
Please explain other costs in detail:	
TOTAL PER DIEM:	$ 0.00
TOTAL AMOUNT DUE:	**$ 0.00**

Overnight(s) out of placement, Leave Dates, Types*, and Location:

_____

_____

_____

_____

Signature of Agency Director – The Executive Director of the private agency or his/her designee must sign and date the invoice attesting that the invoice is true, correct, and accurate to the best of his/her knowledge.

Officer Signature: _____ Date: _____

Print Officer Name and Title: _____

Leave Types: (i.e. AWOL, Camp, Detention, Hospital Admission, Respite, Parental/Relative/Non-relative Visit, Pre-Placement Visit, Trial Home Visit, etc.)

Exhibit D: FCFC Reporting Guidelines for Home Visits (1 Page)

REPORTING GUIDELINES FOR HOME VISITS

The following areas must be reviewed/assessed at each visit of an FCFC placed child:

____1. Assess the child's safety and well-being within the foster care setting.
Consider the following:
____a. The child's current behavior, emotional function, and current social functioning

____b. The child's current vulnerability.

____c. The protective capacities of the child's caregiver(s).

____d. Any new information regarding the child, foster care setting, or substitute caregiver's willingness or ability to care for the child including, but not limited to:
i. Changes in marital status;
ii. Significant changes in the health status of a household member;
iii. Placement of additional children;
iv. Birth of a child;
v. Death of a child or household member;
vi. A criminal charge, conviction, or arrest of any household member;
vii. Addition or removal of temporary or permanent household members;
viii. Family's relocation;
ix. Child's daily activities;
x. A change in the caregiver's employment or other financial hardships;
xi. Walk through the entire home and confirm that the home environment is observed and assessed for safety;
xii. A plan to address any concerns noted regarding the safety/cleanliness of the home;
xiii. Recent hair care maintenance;
xiv. Assessment of clothing needs.

____e. Any supportive service needs for the child or caregiver to assure the child's safety and well-being.

____2. The child's progress toward any goals in the case plan as applicable from information obtained from the child and caregiver.

____3. Permanency planning in accordance with the goals on the child's case plan.

NOTE: A standard statement in all monthly reports will include the date, time, and location of each visit and a statement that indicates any change, both positive and negative, in the above mentioned areas. This would be documented by the statement:*"***According to Rule 5101:2-42-65, Caseworker Visits and Contact with Children in Substitute Care, Section D requirements for visitations, there have been no changes in the areas needed for assessment except for the following:"** Examples could include statements like: "The child's vulnerability seems to be reduced because of greater confidence in her own abilities and self-esteem" or "The foster father's diabetes has significantly improved. The foster mother is continuing to monitor phone calls to the foster child that could be coming from the step-father who is not supposed to have contact with her."

* The statement in bold italics is to be part of every monthly report.

ANY CONCERNS MUST BE GIVEN TO FCFC WORKER

Exhibit E: Independent Living Plan (4 pages)

INDEPENDENT LIVING PLAN SUMMARY

YOUTH INFORMATION

Youth Name: [redacted] **DOB/Age:** [redacted]

Plan Developed Date: [redacted] **Plan Status:** Active

Youth is currently receiving IL Services/Training: Yes

Date Referred/Emancipated: [redacted] **Anticipated Emancipation Date:**

ASSESSMENT INFORMATION

IL Skills Assessment Completed: Yes **Date Assessment Completed:** [redacted]

Assessment Tool Used: Casey Life Skills

Input was received from the Youth when completing: Yes

Input was received from the Youth's Case Manager when completing: Yes

Name of Case Manager: [redacted]

Input was received from the Youth's Substitute Caregiver when completing: Yes

Name of Substitute Caregiver: [redacted]

PLAN INFORMATION

Input was received from the Youth when completing: Yes

Input was received from the Youth's Case Manager when completing: Yes

Name of Case Manager: [redacted]

Input was received from the Significant Other(s) in the Youth's life: N/A

Input was received from the Youth's Substitute Caregiver when completing: Yes

Name of Substitute Caregiver: [redacted]

CURRENT PLAN GOALS

Goal: Academic Support **Goal Effective Date:** [redacted]

Services: Academic counseling
Summit County Children Services
(330) 379-1880

Comments (Action Steps, etc): [redacted] will work the educational program at his current school placement. [redacted] needs to focus on his education and work on progressing towards getting high school diploma or be enrolled in alternative school program that gives [redacted] the best opportunity to complete his educational goals. [redacted] will attend school as scheduled and complete all of his assignments

Goal: Budget and Financial Management **Goal Effective Date:** [redacted]

Services: Financial Assistance - IL
Summit County Children Services
(330) 379-1880

INDEPENDENT LIVING PLAN SUMMARY

Comments (Action Steps, etc): [redacted] will learn basic money management skills. [redacted] will understand the importance of using credit responsibly and how his financial decisions will impact his credit history. [redacted] will learn to make transactions in the store and be able to count the correct change. [redacted] will learn what is on a basic budget and how to prioritize the items in a budget. [redacted] will learn these things in his placement and through [redacted] IL.

Goal: Career Preparation **Goal Effective Date:** [redacted]

Services: Job seeking and job placement support
Summit County Children Services
(330) 379-1880

Comments (Action Steps, etc): [redacted] will learn to fill out a job applications. [redacted] will have an understanding of basic workplace expectations including attendance, timeliness and working with others. [redacted] will learn these things while he is in placement. [redacted] will also learn these things through [redacted] IL.

Goal: Employment Programs or Vocational Training **Goal Effective Date:** [redacted]

Services: Vocational and career assessment
Summit County Children Services
(330) 379-1880

Comments (Action Steps, etc): [redacted] can begin to think about career options and possibly get vocational testing. [redacted] can work with [redacted] on employment and vocational issues.

Goal: Family Support and Healthy Marriage Education **Goal Effective Date:** [redacted]

Services: Family Support & Healthy Marriage Education
Summit County Children Services
(330) 379-1880

Comments (Action Steps, etc): [redacted] will continue to work on improving his interactions and communication with caregivers and family members. [redacted] will learn how to express his needs in appropriate ways and will demonstrate the ability to work through conflict without the use of physical or verbal aggression. [redacted] will learn about healthy relationships and healthy families. [redacted] will develop coping skills and practice these skills on daily basis. Ongoing social worker will monitor the case.

Goal: Health Education and Risk Prevention **Goal Effective Date:** [redacted]

Services: Sex education, abstinence education and HIV prevention - IL
Summit County Children Services
(330) 379-1880

Comments (Action Steps, etc): [redacted] needs to understand the importance of maintaining good hygiene. [redacted] will attend all scheduled medical and dental appointments and will discuss any concerns with his health care providers. [redacted] will learn how to choose a health care provider, schedule appointments and how to use his health insurance. [redacted] will be educated regarding safe sexual activity including sexually transmitted diseases and pregnancy prevention. [redacted] will understand how the use of substances (alcohol, drugs, tobacco) can impact his health. Follow all recommendations regarding use of illegal substances if applicable.

Goal: Housing, Educational and Home Management Training **Goal Effective Date:** [redacted]

Services: House Education and Home Management Training
Summit County Children Services
(330) 379-1880

Comments (Action Steps, etc): [redacted] will learn to complete basic household chores, do laundry and prepare some meals. [redacted] will practice these skills in his placement. [redacted] can learn to do his own laundry and learn what cleaning products to

INDEPENDENT LIVING PLAN SUMMARY

use when cleaning different parts of the home. [redacted] will begin to explore his options for housing upon emancipation and will learn what is needed to obtain housing including rental applications, security deposits and how to get utilities turned on. [redacted] can assist [redacted] through their IL

Goal: Mentoring **Goal Effective Date:** [redacted]

Services: Mentor with trained adult 1-1 meet regularly
Summit County Children Services
(330) 379-1880

Comments (Action Steps, etc): [redacted] does have a mentor and will continue to utilize his mentor for guidance and support

Goal: Post Secondary Educational Support **Goal Effective Date:** [redacted]

Services: Counseling about college
Summit County Children Services
(330) 379-1880

Comments (Action Steps, etc): [redacted] will be encouraged to consider various post secondary education options including college and trade schools. [redacted] will become aware of requirements for admission and try to learn how to complete an application for admission and how to apply for financial aid. [redacted] will need this assistance before he graduates from high school. The ongoing social worker can have [redacted] get assistance through the ILP at SCCS and through IL at [redacted]

READINESS REVIEW

Review Date	Narrative
[redacted]	[redacted] is in the [redacted]th grade. He is on track [redacted]. He is employed part time at [redacted]. He completed the IL packet. He continues to struggle with deciding what colleges he wants to apply to and where he plans to live post emancipation.

YOUTH CONTACTS

[redacted] **Work:** [redacted]

[redacted] **Home:** [redacted]
Permanent Adult Connection

[redacted] **Home:** [redacted]
Cell: [redacted]
Permanent Adult Connection

INDEPENDENT LIVING PLAN SUMMARY

SIGNATURES		
Name:	**Relationship:**	**Phone Number:**
Signature:	**Date Signed:**	
Name:	**Relationship:**	**Phone No:**
Signature:	**Date Signed:**	

INDEPENDENT LIVING PLAN PAST READINESS REVEIWS

READINESS REVIEWS	
Review Date	**Narrative**
[redacted]	[redacted] works part time at [redacted]. He is in the [redacted] grade. He has had some issues with fighting at school. He has issues with not being engaged with counseling. He has had issues with being disrespectful with the foster parents. He has not completed IL.
[redacted]	[redacted] is in the [redacted] grade. He is very active in sports and an above average student. [redacted] does participate in IL through [redacted] He is not employed. He struggles with needing frequent reminders for completing chores.
[redacted]	[redacted] is in the [redacted] grade. He attends [redacted]. His grades have declined this school year. He has been active in sports. He continues to work part time at [redacted]. He has not completed the IL packet. He chose not to participate in the IL group through [redacted] and continues to be reluctant to work on the individual SCCS IL curriculum.
[redacted]	[redacted] is completing the [redacted]. He took his ACT and scored a [redacted]. He plans to re-take the test. He works part time at [redacted]. He is in regular education classes at [redacted].
[redacted]	[redacted] has been looking for a part time job. He will be entering [redacted] grade. He is active in sports. He is in regular education classes. He will continue to work on IL skills in the home.
[redacted]	[redacted] continues in the same [redacted]. He attends [redacted] and is a [redacted]. He is on target [redacted]. He works part time at [redacted]. [redacted].
[redacted]	[redacted] is working part time at [redacted]. He is in regular education classes at [redacted] He is in the [redacted] grade. He has been provided the IL curriculum but has not really worked on it.
[redacted]	[redacted] is in [redacted] grade. He is in regular education classes. He is in counseling. He works part time at [redacted]. He needs frequent reminders to do chores.
[redacted]	[redacted] is in the [redacted] grade at [redacted]. He is a above average student and participates in sports. He does participate in IL through [redacted]

Exhibit F: Family and Children First Council Placement Agreement

SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL
PLACEMENT CONTRACT

This is a service and financial agreement between the placing agency/parent and the Preferred Provider specific to the guidelines within this individual contract and the Private Provider contract. This agreement is to ensure and support the provision of quality services to the child identified per this contract and any other children within our community who are in need of placement.

Child's Name: _____ **DOB:** _____ **SS#:** _____

Child's Gender/Ethnicity: _____ **Child's ID#:** _____ **School District of Origin:** _____

Parent Name: _____ **Address:** _____ **Home Ph:** ( ) _____

Work Ph: ( ) _____ **Cell Ph:** ( ) _____

Parent Name: _____ **Address:** _____ **Home Ph:** ( ) _____

Work Ph: ( ) _____ **Cell Ph:** ( ) _____

CUSTODIAN:
Parent/Relative Name _____ **Relationship:** _____

Agency Custody, (if applicable), Retained By: _____

PLACING AGENCY Name: _____

Address: _____

Contact Person Name/Business Phone #: (330) _____ **(24) Hour Emergency Phone:** (330) _____

___ **Insurance Provider:** _____ **Holder of Insurance:** _____

___ **Medicaid #:** _____ ____ **Support Order, payment to:** _____

FISCAL/BILLING AGENCY: _____

Address: _____

Contact Person Name: _____ **Phone #:** (330) _____

PROVIDER: _____

Address: _____

Contact Person Name: _____ **Phone #:** (330) _____

2026-2029 PROVIDER CONTRACT: **Placement Date:** _____

Service Level: _____

Per Diem: _____

Please refer to the signed copy of the contract for full details. The authorizing signatures are demonstrative of an agreement and understanding of the Provider service and financial contract expectations for both parties.

Summit County Placing Agency: **Provider:**

_____ _____

Signature of Authorized Representative ***Date*** ***Signature of Authorized Representative*** ***Date***

Preferred Provider Network Agency	Maximum Daily Per Diem Cost 4/1/2026-3/31/2027	Maximum Daily Per Diem Cost 4/1/2027-3/31/2028	Maximum Per Diem Cost 4/1/2028-3/31/2029
Applewood	$726.45	$748.24	$770.69
Bair	$124.27	$128.00	$140.65
Bellefaire	$486.97	$499.15	$511.63
Belmont Pines	$486.97	$499.15	$511.63
Christian Children's of Ohio (CCHO)	$490.50	$500.31	$510.32
Foundations for Living (FFL)	$388.00	$407.00	$427.00
Fox Run	$390.63	$400.40	$410.41
HOPE Centers	$1,647.00	$1,647.00	$1,647.00
In Focus	$345.17	$355.53	$366.20
Genacross	$500.00	$500.00	$515.00
Ohio Mentor	$328.54	$338.40	$348.55
Pathway	$151.36	$156.66	$162.92
Safe House	$345.00	$345.00	$345.00
Shelter Care	$344.50	$355.00	$366.00
The Village Network (TVN)	$530.45	$546.36	$562.75
Youngstar	$793.00	$793.00	$793.00

** Negotiated rates ensure the same per diem for all Summit County FCFC shared pool agencies

** Daily per diem covers 100% of room, board, daily living needs, recreational activities, and personal needs of youth

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Monday, May 18, 2026
5:30 p.m.

The **combined work session and regular meeting** of the Summit County Developmental Disabilities Board was held on Monday, May 18, 2026 at the Summit DD administrative offices located at 2355 2nd Street, Cuyahoga Falls, Ohio 44221. The **work session** convened at 5:31 p.m.

BOARD MEMBERS
Allyson V. James, Board President
Gregg Cramer, Board Vice President - *Excused*
Tami Gaugler, Board Secretary
Jason Dodson
Randy Briggs
Stacy Youssef
Elizabeth Schrack

ALSO PRESENT

Lisa Kamlowsky, Superintendent
Holly Brugh, Assistant Superintendent
Drew Williams, Assistant Superintendent
Russ DuPlain, Director of IT & Facilities
Maggi Albright, Recording Secretary
Mira Pozna, Director of Fiscal
Laura Gleason, Director of HR
Billie Jo David, Director of Communications & Quality
and others

I. NEW POLICY 2040 – STANDARDS OF RESPECT AND PROFESSIONAL CONDUCT

As part of the county board's responsibility to manage local tax-funded services and Medicaid waiver administration, Board employees must navigate difficult conversations and conduct ongoing monitoring to ensure individual health and safety. These duties frequently require staff to communicate complex, sensitive information to families. Recently, staff have experienced a rising frequency of threatening or harassing behavior during these interactions, creating a detrimental impact on employee well-being and contributing to burnout. New Policy 2040, developed with direct input from an internal employee committee, formally empowers employees to prioritize their psychological safety by providing a framework to professionally pause or exit volatile interactions when behavior crosses acceptable boundaries. Summit DD's commitment will always be focused on meeting the needs of individuals served and that can best be accomplished in a setting where there is productive, professional dialogue.

WORK SESSION

I. NEW POLICY 2040 – STANDARDS OF RESPECT AND PROFESSIONAL CONDUCT *(continued)*

Implementing this new policy reinforces Summit DD's commitment to a culture of mutual respect, while setting clear professional boundaries to protect Summit DD's most valuable asset, our employees, and ensure they remain equipped to serve the community effectively. New Policy 2040 has been recommended for approval by the May HR/LR and Services & Supports Committees.

II. REVISED POLICY 3004 – OFFICIAL BUSINESS, TRAVEL AND HOSPITALITY EXPENSES

Revisions to Summit DD's expense Policy 3004 include language updates that address the appropriate use of public funds for hospitality items. The revisions are patterned after Summit County ordinance, and the Summit County Prosecutor's office has reviewed and approved the language at the request of the Finance & Facilities Committee. Revised policy 3004 has been recommended for approval by the May Finance & Facilities Committee.

III. APRIL FINANCIAL STATEMENTS

Revenue in April includes first half property tax settlement of $32,729,000 and quarterly Medicaid Administrative Claims reimbursement of $726,100. Expenditures in April included payment of $1,018,500 for fiscal year 2024 waiver match reconciliation, quarterly payment of $17,200 for DJFS dedicated case worker, $14,000 for Special Olympics event and administrative expenses, $16,200 for the purchase of laptops and warranties as part of the five year computer refresh project, and payment of $138,922 to Wichert Insurance for agency insurance costs. April ended in a positive position of $9,508,278 with a fund balance of $48,336,899. The April financial statements have been recommended for approval by the May Finance & Facilities Committee.

The work session adjourned at 5:37 p.m.

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:37 p.m.

I. ROLL CALL

Mrs. Youssef - Present
Ms. Schrack - Present
Ms. James - Present
Mrs. Gaugler - Present
Mr. Dodson - Present
Mr. Briggs - Present
Mr. Cramer – *Excused*

II. PUBLIC COMMENT

Leslie Frank, a parent and community member, commented she has noticed increased visibility of Summit DD billboards and bus signs and it's very nice to see. She wondered if this has increased interactions with the community. The Superintendent remarked that Summit DD just launched a new campaign and she's pleased it is being noticed. Ms. Frank also said she likes the new Summit DD website and stated it is easier to navigate. She wished all Happy Memorial Day and a safe 4th of July.

III. APPROVAL OF MINUTES

A. APRIL 16, 2026 (combined work session/regular meeting)

R E S O L U T I O N
No. 26-05-01

Resolved that the Board approve the minutes of the April 16, 2026 combined work session/regular meeting. Mr. Briggs made the motion and Ms. Schrack seconded. The motion was unanimously approved.

IV. BOARD ACTION ITEMS

A. REVISED POLICY 3004 – OFFICIAL BUSINESS, TRAVEL AND HOSPITALITY EXPENSES

R E S O L U T I O N
No. 26-05-02

Resolved that the Board approve revised Policy 3004, as presented. Mr. Dodson made the motion and Mr. Briggs seconded. The motion was unanimously approved.

BOARD MEETING *(continued)*

IV. BOARD ACTION ITEMS *(continued)*

B. APRIL FINANCIAL STATEMENTS

R E S O L U T I O N
No. 26-05-03

Resolved that the Board approve the April financial statements. Mrs. Gaugler made the motion and Mr. Dodson seconded. The motion was unanimously approved.

V. SUPERINTENDENT'S REPORT

Superintendent Kamlowsky let the Board know that she has been informally approached by the City of Barberton inquiring about the City's potential future use of the Summit DD Barberton building. City administrators and their architects have evaluated the property, and an appraisal report on the value of the building and its contents is forthcoming. The Superintendent stated she will keep the Board updated on future developments.

The Superintendent informed the Board that an administrative appeal has been filed by a family seeking the Board's review of administration's application of a board policy. Options to hear the appeal were discussed, and the Board President proposed a committee consisting of Ms. James and Mr. Briggs hear the appeal and make a recommendation to the Board. The Superintendent indicated the hearing should be scheduled in June.

Last week Governor DeWine announced new Medicaid fraud prevention initiatives to strengthen efforts to fight fraud, waste and abuse in the Ohio Medicaid system. These updates are designed to strengthen oversight, enhance accountability, and ensure Medicaid services are delivered correctly and responsibly.
Those efforts include:

a. A six-month statewide new provider moratorium for new home healthcare businesses, including independent and agency providers in the DD system, as well as family chosen or family member providers.
b. Immediate payment suspension for high-risk providers. The Governor has stated those providers whose billing practices show red flags that indicate a high probability of fraud will be placed under immediate suspension.
c. An executive order enabling the Ohio Department of Medicaid to implement emergency rules pertaining to provider revalidation. It is unclear what this will look like for DD providers.

BOARD MEETING *(continued)*

V. SUPERINTENDENT'S REPORT *(continued)*

d. Requiring GPS for all providers using Electronic Visit Verification. EVV has been in place for year or so and is a mandatory requirement for home healthcare provider payment.
e. Requiring live-in caregivers to use EVV during home healthcare and as a requirement for payment. Currently family and live-in caregivers are exempt from this requirement.

Ms. Gaugler asked relative to the use of EVV if more than just the home location can be put into the system. Superintendent Kamlowsky said details are unknown at this point and she will keep the Board informed as more information is known.

VI. PRESIDENT'S COMMENTS

Ms. James asked for an update of the Smart Home. The Superintendent said that it is relocated to the Barberton building where it is modeled to display and demonstrate the equipment. She noted tours are still offered as well as provider tutorials on the use of the equipment.

VII. EXECUTIVE SESSION

R E S O L U T I O N
No. 25-05-04

Resolved that the Board enter into Executive Session in compliance with Sunshine Law, Ohio Revised Code 121.22, Section G, Subsection (1) to consider the employment of a public employee. Upon reconvening the Board may or may not conduct additional business. Mr. Dodson made the motion and Mr. Briggs seconded.

Roll Call Vote: Ms. Schrack – yes, Ms. James – yes, Mrs. Gaugler – yes, Mr. Dodson – yes, Mr. Briggs – yes, Mrs. Youssef – yes, and Mr. Cramer – *Excused*

The motion was unanimously approved.

The regular session of the Board Meeting adjourned at 5:48 p.m.

The Board entered Executive Session at 5:52 p.m.

The Board Meeting reconvened at 6:14 p.m.

There being no further business, the Board Meeting adjourned at 6:15 p.m.

Tami Gaugler, Secretary

Summit County Developmental Disabilities Board
Special Board Meeting

MINUTES - DRAFT

Wednesday, June 24, 2026
5:30 p.m.

The **Special Board Meeting** of the Summit County Developmental Disabilities Board was held on Wednesday, June 24, 2026 at the Summit DD administrative offices located at 2355 2nd Street, Cuyahoga Falls, Ohio 44221. The **Special Board Meeting** convened at 5:30 p.m.

BOARD MEMBERS

Allyson V. James, Board President
Gregg Cramer, Board Vice President
Tami Gaugler, Board Secretary
Randy Briggs
Elizabeth Schrack
Jason Dodson - *Excused*
Stacy Youssef - *Excused*

ALSO PRESENT

Lisa Kamlowsky, Superintendent
Drew Williams, Assistant Superintendent
Holly Brugh, Assistant Superintendent
Maggi Albright, Recording Secretary
Laura Gleason, Director of HR
Mira Pozna, Director of Fiscal
Billie David, Director of Communications & Quality

I. CALL TO ORDER – ROLL CALL

Ms. James called the special Board Meeting to order and noted the Board has one item of business tonight which is the disposition of the Barberton property.

Roll call:
Ms. James - Present
Mrs. Gaugler – Present
Mr. Cramer – Present
Mr. Briggs - Present
Ms. Schrack - Present
Mr. Dodson – *Excused*
Mrs. Youssef – *Excused*

BOARD MEETING *(continued)*

II. DISPOSITION OF BARBERTON PROPERTY

Superintendent Kamlowsky explained that the City of Barberton expressed interest in purchasing the Barberton building a couple of months ago. The building serves as a second administrative hub for Summit DD staff, is used to host meetings and provider compliance activities, and also houses the Smart Home model. The County of Summit owns the property. We have agreed with the City of Barberton and the County to sell the property to the City for a purchase price of $3.1M; $2.9M has been allocated for the cost of real property and $200,000 for building contents. The sale price allows the Board to fully recoup its $3.1M renovation investment of the property, including the contents & furnishings. The County has agreed to provide all sale proceeds to Summit DD's permanent improvement fund for its future use. Legislation to authorize the sale has been introduced at both Barberton City Council and Summit County Council. The City approved the sale on June 22nd and it is anticipated that County Council will authorize the sale at its June 29th meeting. The request tonight is for the Board to authorize the sale of the Barberton building located at 501 West Hopocan Avenue pursuant to the Term Sheet. Mr. Cramer asked if the proceeds from the sale need to be deposited into a specific account. Superintendent Kamlowsky replied that the proceeds will be deposited in the permanent improvement fund for any future improvements needed. Ms. James inquired if there is any way the funds can be unrestricted. The Superintendent replied that they cannot. Mr. Briggs commented that the County, by law, does not have to turn over the proceeds so he gives the County a lot of credit for allowing Summit DD to be the recipient of the proceeds. Superintendent Kamlowsky noted that when she appeared before County Council, they expressed a desire to make sure Summit DD was made whole. Mr. Cramer noted that with the financial challenges the Agency is facing it is good that an ongoing expense will be taken off the books. The Superintendent replied it will save the Board around $100K in annual operating costs. Ms. Schrack asked where the Smart Home will be relocated. Superintendent Kamlowsky said staff are reaching out to community partners to find a 1,100 square foot space to replicate the model. Mr. Cramer noted that solutions and opportunities like this don't happen every day and stated the Superintendent and her team have done a good job. The Superintendent said this is a positive transaction for the City of Barberton, Summit DD and the County. Ms. James asked about timelines after all approvals are in place. Superintendent Kamlowsky replied timelines are still being negotiated.

BOARD MEETING *(continued)*

III. BOARD ACTION ITEM

A. DISPOSITION OF BARBERTON PROPERTY

R E S O L U T I O N
No. 26-06-01

Resolved that the Board authorize the Superintendent to execute a Term Sheet with the City of Barberton and the County of Summit for the sale of real property located at 501 West Hopocan Avenue, Barberton, Ohio 44203 and the furniture, fixtures and equipment located therein, for the purchase price of Three Million One Hundred Thousand Dollars ($3,100,000), with all sale proceeds to be returned to Summit DD, and that the Superintendent is further authorized to execute all other necessary documents to effectuate the sale as contemplated in the Term Sheet. Mr. Cramer made the motion and Mr. Briggs seconded. The motion was unanimously approved.

There being no further business, the special Board Meeting adjourned at 5:45 p.m.

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Tami Gaugler, Secretary