

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

AGENDA

Administrative Board Room
2355 2nd Street, Cuyahoga Falls, OH
Thursday, October 15, 2026
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. NEW POLICY 2042 – BEREAVEMENT LEAVE
Attachment #1
- II. NON-BARGAINING PAY SCHEDULE
Attachment #2
- III. SUCCESS4KIDZ CONTRACT
Attachment #3
- IV. SUMMIT COUNTY SHERIFF CONTRACT
Attachment #4
- V. ADVANCED BEHAVIOR CONSULTING CONTRACT
Attachment #5

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- VI. NEW POLICY 2041 - RECORDING OF MEETINGS AND INTERACTIONS
Attachment #6

NEW ACTIONS ITEM FOR BOARD CONSIDERATION

The item below has been recommended for approval by the October Finance & Facilities Committee.

- VII. SEPTEMBER FINANCIAL STATEMENTS
Attachment #7

BOARD MEETING

I. CALL TO ORDER – ROLL CALL

Dodson ____ Briggs ____ Youssef ____ Schrack ____ James ____ Cramer ____ Gaugler ____

II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS

III. PUBLIC COMMENT

IV. APPROVAL OF MINUTES

A. SEPTEMBER 17, 2026 (combined work session/regular meeting)

Attachment #8

RESOLUTION #26-10-01 – Resolved that the Board the approve the minutes of the September 17, 2026 combined work session/regular meeting.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Briggs ____ Youssef ____ Schrack ____ James ____ Cramer ____ Gaugler ____ Dodson ____

V. BOARD ACTION ITEMS

A. NEW POLICY 2041 - RECORDING OF MEETINGS AND INTERACTIONS

Attachment #6

RESOLUTION #26-10-02 – Resolved that the Board approve new policy 2041 – Recording of Meetings and Interactions, as presented.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Youssef ____ Schrack ____ James ____ Cramer ____ Gaugler ____ Dodson ____ Briggs ____

BOARD MEETING *(continued)*

V. BOARD ACTION ITEMS *(continued)*

B. SEPTEMBER FINANCIAL STATEMENT

Attachment #7

RESOLUTION #26-10-03 – Resolved that the Board approve the September Financial Statement.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Schrack ____ James ____ Cramer ____ Gaugler ____ Dodson ____ Briggs ____ Youssef ____

VI. SUPERINTENDENT REPORT

A. QUARTERLY UPDATE

VII. PRESIDENT'S COMMENTS

VIII. EXECUTIVE SESSION

RESOLUTION #26-10-04 – Resolved that the Board enter into Executive Session pursuant to Ohio Revised Code Sections 121.22 (G)(3), and 121.22 (G)(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: James ____ Cramer ____ Gaugler ____ Dodson ____
Briggs ____ Youssef ____ Schrack ____

IX. ADJOURN

Summit County Board of Developmental Disabilities TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Bereavement Leave	To align benefits across the Agency to all employees	Board adopt Policy #2042 as presented
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
As of January 1, 2026, all Summit DD union employees have access to Bereavement Leave benefits through their collective bargaining agreements that were ratified in 2025. The benefit provides for two (2) days of paid leave that is not deducted from accrued sick leave. Employees are able to use up to five (5) additional days that are deducted from their accrued sick leave. Ohio Revised Code Section 5126.05 authorizes the Board to establish fringe benefits for Board employees. Policy 2042 would align the Bereavement Leave benefit for all Summit DD employees by extending the same benefit to non-bargaining employees. Recommended for approval by the October HR/LR Committee.		

Submitted By: Laura Gleason For: _____ Superintendent/Assistant Superintendent
 _____ Finance & Facilities Committee
 Date: October 2026 _____ Services & Supports Committee
 _____ X HR/LR Committee

2042 – BEREAVEMENT LEAVE

Summit DD recognizes the significant impact the death of a family member or loved one may have on an employee. The purpose of this policy is to provide eligible employees with paid time away from work to grieve, make necessary arrangements, attend services, and address personal matters related to a loss.

ELIGIBILITY

All regular full-time employees are eligible for bereavement leave. Bargaining unit employees shall be eligible for bereavement leave pursuant to their collective bargaining agreement.

For non-bargaining unit employees, Bereavement Leave shall be granted up to two (2) days with pay for the death of an immediate family member. If additional days are needed, an employee may use up to five (5) additional days of sick leave.

Immediate family is defined as including spouse, parents, stepparents, children, stepchildren, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, legal guardian or other person who stands in the place of a parent or spouse.

ADMINISTRATION

The Human Resources Department is responsible for interpreting and administering this policy. Summit DD reserves the right to modify this policy at any time consistent with applicable laws and collective bargaining agreements.

Summit County Board of Developmental Disabilities

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Update to the non-bargaining employee pay schedule	Maintain competitiveness of the pay schedule in order to attract, retain, develop, and succession plan for high-performing leaders and professional staff in a competitive labor market.	Adopt the proposed non-bargaining pay schedule effective January 1, 2027.

SUPPORTING DATA FOR RECOMMENDATION

The current non-bargaining pay schedule was last updated in 2023. Market data suggests that Summit DD's pay scale maximums are below those of like sized County Boards. Currently, ten percent (10%) of non-bargaining employees are at the maximum for their classification's pay scale and another five percent (5%) of non-bargaining employees will progress to the maximum with less than a three percent (3%) increase.

The proposed non-bargaining pay schedule has been updated by increasing the midpoint for each paygrade by three percent (3%). The minimum for each grade is twenty percent (20%) below the midpoint while the maximum for each grade is twenty percent (20%) above the midpoint. From 2024 through 2027, bargaining unit pay scales at Summit DD have increased between three and four and a half percent (3% – 4.5%) depending on specific provisions in the collective bargaining agreements.

If adopted, the revised pay schedule will be effective January 1, 2027 and will allow for a budgeted annual increase for all non-bargaining employees. Updating the pay schedule itself does not change the current salary of any non-bargaining employee.

Recommended for approval by the October HR/LR Committee.

Submitted By: Laura Gleason For: _____ Superintendent/Assistant Superintendent
 _____ Finance & Facilities Committee
 Date: October 2026 _____ Services & Supports Committee
 _____ X HR/LR Committee

SUMMIT DD PAY SCHEDULE**(Effective 01/01/2027)**

Grade	Minimum	Midpoint	Maximum	Pay Structure Job Title
1	\$37,904	\$47,380	\$56,856	Assistant
2	\$45,114	\$56,393	\$67,671	Assistant 2
3	\$51,871	\$64,839	\$77,806	Specialist/Coordinator
4	\$57,057	\$71,321	\$85,586	Administrator/Supervisor
5	\$62,242	\$77,803	\$93,364	Manager 1
6	\$68,469	\$85,587	\$102,704	Manager 2
7	\$74,696	\$93,370	\$112,043	Senior Manager
8	\$81,416	\$101,770	\$122,124	Assistant Director
9	\$88,137	\$110,171	\$132,205	Director
10	\$98,880	\$123,600	\$148,320	ELT Director
11	\$111,240	\$139,050	\$166,860	Assistant Superintendent

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Success4Kidz Therapy, LLC (S4K) to provide consultative PT and OT services for the Early Intervention program.	Ensuring availability of consultative therapy services in the evidence-based early intervention model.	Recommend that the Board approve a one-year contract with Success4Kidz Therapy for the period 1/1/27 to 12/31/27, for a total contract amount not to exceed \$507,000.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Early Intervention

of Individuals Currently Served by S4K OT and PT: 217

Amount of Increase: \$500

Success 4 Kidz (S4K) has been providing consultative therapy services for the Board since 2007. Summit DD follows the evidence-based early intervention model recommended by the Ohio Department of Children and Youth. This model provides consultative, in-home services to families through a coaching approach. S4K agrees to follow this approach and support Summit DD's Early Intervention program in this manner by:

- Participating in evaluations as needed to determine eligibility for Early Intervention service.
- Meeting weekly as a team with HMG Service Coordinators, Developmental Specialists, Speech Therapists, and Early Childhood staff to ensure that families are supported by one Primary Service Provider who is backed by a team of support professionals.
- Adding OT and PT staff to the team of professionals who can serve as Primary Service Provider. This allows the team to select from not only the Developmental Specialist and Speech Therapist but also the OT and PT. Allowing for the best fit for each family.
- Providing consultative services to the Early Childhood Team for children in childcare centers.

In the past 9 months, S4K has completed 2,637 home/telehealth visits acting as both the primary service provider and secondary service provider (an increase of 221 visits from 2025).

S4K serves as the primary service provider for an average of 149 families monthly (an increase in 5-7 children per month from 2025).

S4K completed 220 evaluations and 131 annual assessments for a total of 351 evals/assessments (an increase of 66 from 2025).

With combined PSP and SSP consultations, annuals, evaluations, IFSPs, visits and 3-5 services S4K has provided on average 300 monthly visits in 2026 (compared to @275 in 2025).

Costs are billed hourly at \$75 per hour or \$18.75 per unit of service, which is the standard Medicaid rate.

Funds are in the 2027 budget.

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

Submitted By: Holly Brugh

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

Date: October 2026



**SERVICE CONTRACT BETWEEN
SUMMIT COUNTY DEVELOPMENTAL
DISABILITIES BOARD
AND
SUCCESS 4 KIDZ THERAPY, LLC**

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 Success 4 Kidz Therapy, LLC with its principal office located at 1089 Scenicrest St. NW, Uniontown, Ohio 4468, hereinafter referred to as “Contractor”, recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to Success 4 Kidz Therapy, LLC for Occupational and Physical Therapy services provided in accordance with an evidence-based early intervention model

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 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.
- B. Summit DD shall review and evaluate the services delivered by Contractor on a continuing basis to ensure that such services are delivered in accordance with Part C federal regulations, Ohio Department of Children and Youth policies and the individual's Individualized Family Service Plan (IFSP). The results of said review and evaluation will be shared by Summit DD with the Contractor.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations, and credentials required to perform its contractual obligations.
- B. The Contractor agrees to provide occupational therapy (OT) and physical therapy (PT) services and supports to the Early Intervention program in the following manner:
 - 1. Contractor has a thorough understanding of Federal Part C regulations and Ohio's Early Intervention system including its mission, vision and standards as outlined in Ohio Administrative Code Chapter 5123-10 and will maintain and provide documentation as required.

2. Contractor will participate in:
 - a. The evaluation of children, if necessary, to determine eligibility with Informed Clinical Opinion and gather needed information to establish outcomes that are most important to families;
 - b. The assessment of children to determine need for program planning;
 - c. Weekly team meetings that include the development of strategies that are functional to the family's priorities, needs and interests, and focus on the child's participation in normal daily activities;
 - d. Enhancing other professionals' abilities to incorporate OT and/or PT strategies into families' daily routines; and
 - e. Acting as the Primary Service Provider (PSP) and/or Secondary Service Provider (SSP).
 3. Contractor will maintain competency in the use of the following assessment tools, including but not limited to: Battelle Developmental Inventory-II (BDI-2); Assessment, Evaluation & Programming System (AEPS)
 4. Occupational Therapy Assistants and Physical Therapy Assistants will be monitored by licensed therapists through at least quarterly documentation review and home visit observations and in accordance with Ohio Law.
- C. Contractor agrees to offer consultative support upon request by Summit DD to projects that promote inclusion.
- D. Contractor shall utilize Summit DD systems including but not limited to JobRouter for workflow, DocuWare for electronic files, and Brittco for documentation of all case notes.
- 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 to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice.
- F. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD 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 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 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. Unless parties otherwise agree in writing, if Contractor is not a DODD certified provider and currently in compliance with DODD mandated insurance requirements, such 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.
- 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. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- N. 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.
- O. Contractor shall name Summit DD as a source of funding in any audit, literature, brochure, or presentation.
- P. 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 FIVE HUNDRED SEVEN THOUSAND DOLLARS (\$507,000.00) and is limited to the Summit DD'S 2027 appropriation.
- B. Summit DD will pay Contractor at its usual and customary rate or the equivalent Medicaid rate, whichever is lower, for services based upon actual services rendered as a team member and for which there is appropriate documentation as set forth in this Contract. 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.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2027 through December 31, 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 and 5126 of the Ohio Revised Code, the rules and regulations of 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: Denise Ramos, President
Success 4 Kidz
1089 Scenicrest St. NW
Uniontown, OH 44685
dramos@summitdd.org

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.

SIGNATURES

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

SUCCESS FOR KIDZ THERAPY, LLC:

**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.

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Investigation and policing services for Summit DD.	Safety and security of individuals and staff at Summit DD and criminal investigations on behalf of individuals served by Summit DD.	Renew a contract with Summit County Sheriff's office for a 12-month term to provide policing services at a cost not to exceed \$160,290.38 from January 1, 2027, through December 31, 2027.
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
Service Area: Supporting people served, families, staff and providers Amount of Increase/Decrease: Increase of \$8,649.86, consistent with the Fraternal Order of Police contract. Summit DD contracts with the Summit County Sherriff's Office to provide a dedicated detective to support Summit DD's MUI team, SSAs and other staff, in addition to providing onsite security support at Summit DD's Cuyahoga Falls office building. As part of the contract, the assigned detective provides the following services- • Review of all Category A MUI's for potential criminal involvement, investigate potential criminal acts, gathering all relevant evidence and information. • Acting as the main point of contact with local jurisdictions who are taking the lead on criminal investigations involving individuals serviced. • Coordinating with the Summit County Prosecutor's Office on all aspects of criminal cases. • Education and support of local law enforcement and Prosecutor's Offices regarding criminal cases and the difference in severity when an individual with a developmental disability is a victim. • Coordination with Summit County Jail staff when an individual is incarcerated. • Providing consultative services to Summit DD staff and other stakeholders. To date in 2026, Detective Black reviewed 229 cases and opened 68. There have been fourteen felony arrests and two misdemeanor arrests. The indictment rate remains at 100%. Det. Black also conducted 34 interviews and engaged in 300 consultations with Summit DD staff members (SSA's, IA, Provider Relations). This contract is eligible for Medicaid Administrative Claims. Summit DD received approximately \$44,000 in revenue to offset cost of the contract. Recommended for approval by the October Services & Supports and Finance & Facilities Committee.		

Submitted By: Drew Williams For: Superintendent/Assistant SuperintendentDate: 9/30/2026 x Finance & Facilities Committee x Services & Supports Committee HR/LR Committee

POLICING CONTRACT

THIS POLICING CONTRACT (hereinafter "Contract") is made and entered into as of the date signed by the County Executive by and amongst the **Summit County Developmental Disabilities Board** (hereinafter "SUMMIT DD") with its office located at 2355 Second St., Cuyahoga Falls, Ohio 44221, the County of Summit, Ohio, by the County Executive (hereafter "County"), with its offices located at 175 South Main Street, Akron, Ohio 44308 as duly authorized by County Council Resolution No. 2023-313, enacted on October 31, 2023 and the Sheriff of Summit County, Ohio (hereafter "Sheriff") with office located at 53 University Avenue, Akron, Ohio 44308.

WITNESSETH:

WHEREAS, SUMMIT DD desires to obtain policing services, as further described herein, by and through the Sheriff and County; and

WHEREAS, the Sheriff and County shall provide such policing services to SUMMIT DD in accordance with the terms as set forth in this Contract.

THEREFORE, in consideration of the covenants and promises made herein, the parties agree as follows:

1. Services. The Sheriff's Office will be the Primary Law Enforcement Agency in Summit County to receive 24/7 notifications of potential criminal acts involving persons with disabilities and shall provide SUMMIT DD with a Deputy Sheriff (hereinafter "Deputy") to provide policing services (hereinafter "Services") as follows:

- (a) One Deputy will be provided during the Contract term.
- (b) The Deputy will be scheduled by the Sheriff to provide SUMMIT DD with Services for up to **Forty Hours per week**.
- (c) The Deputy's time shall be entirely devoted to MUI investigations and other duties as outlined in Schedule B. The Deputy will not perform any job duties which are outside the scope of their employment as a Deputy.
- (d) The Deputy shall be in addition to the personnel regularly employed by the Sheriff to preserve the public peace throughout the County.
- (e) The Deputy will be granted the right to exercise all of the same police powers and all other law enforcement rights granted to SUMMIT DD.

2. Equipment. The Sheriff will provide the Deputy with **1 vehicle(s)**, equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder. The Deputy shall wear a body camera at all times that they are on duty in SUMMIT DD, in accordance with policies and procedures adopted by the Sheriff for the use of the cameras and the storage and retrieval of camera data. The camera cost included in this contract is the cost of the maintenance and subscription for each of the cameras assigned to SUMMIT DD. Upon implementation of the body camera program within SUMMIT DD, if the Sheriff determines that an additional staff member is necessary for records management, SUMMIT DD agrees that the scope of services shall be amended to include the cost of increased staffing. This cost will be reviewed by the parties and agreed upon prior to implementation of the additional staffing.

(a) The term of this Contract is for 1 year commencing on **January 1, 2027** and will terminate at midnight on **December 31, 2027** ("Termination Date") unless earlier terminated as set forth in Paragraph 9 herein.

(b) The Contract cannot be terminated by either party without cause. If either party wants to terminate the contract without cause, then written notice must be sent by U.S. Certified Mail, Return Receipt Requested to the other party no later than 90 days prior to the expiration of the term.

(c) If a new Contract has not been executed as of the **Termination Date**, then upon the written consent of all parties the Contract may continue after the Termination Date on the same terms and conditions, except the term shall be on a month-to-month basis until either party terminates the Contract upon thirty (30) days written notice or the parties execute a new Contract. The release provided hereunder shall survive the termination of this Contract.

4. Payment.

(a) During the Term of this Agreement, the costs for salaries, equipment (including cameras) and vehicle costs are estimated as follows:

See Schedule A attached hereto and incorporated herein by reference.

Total Amount of Contract (“Amount”): *\$ 160,290.38

*As may be adjusted as provided herein.

(b) The Amount includes the aggregate annual salaries of all the Deputies providing Services and the vehicle, camera and other equipment costs. The Amount is then divided into equal monthly installments and must be paid without any right of setoff. The monthly amount (hereafter "Payment") is set forth in Schedule A. If at any time during the term of this Contract the deputies receive a pay increase as a result of changes to the terms of the collective bargaining agreement (including but not limited to salary increases, arbitration awards, court orders insurance increases and other adjustments) then the amount set forth above may also be adjusted upon 30 days notice to SUMMIT DD. In addition to the Payment, a surcharge may be charged, upon thirty (30) days notice from the County, in the event fuel, insurance or other operating costs increases at any time during any term of this Contract ("Surcharge"). If the operating costs (such as the cost of fuel) decreases and remains at the lower cost for at least 30 days, then the Surcharge will be adjusted to reflect the decrease in such operating costs. The Surcharges shall be charged to SUMMIT DD on December 31st of each year (when such actual amounts are known) and shall be payable within sixty (60) days after receiving the invoice.

(c) The Payment will cover and pay the expenses of the Deputy's salary (which is the regular salary and no over-time pay), equipment costs including maintenance and storage related to body cameras, hospitalization, employer's share of the pension contribution and Workers' Compensation for the Deputies assigned to SUMMIT DD under this Contract. The Payment also covers the costs for training, firearms qualification, equipment and supplies which will include the use of the vehicle(s) as set forth in paragraph 2 for use under this Contract.

(d) The Payment does not include: over-time pay (no additional hours beyond regular working hours), additional costs for court appearances or the assignment of any additional Deputies or the cost of responding to any claim related to body camera video including but not limited to response to public records requests or deposition testimony related thereto (collectively "Additional Costs"). Any Additional Costs shall be paid by SUMMIT DD to the County within 30 days of being invoiced by the Sheriff for such costs.

(f) Payment shall be sent to: Policing Rotary Fund
c/o Summit County Sheriff's Office

5. Additional Deputies. Upon mutual written consent of all the parties, the number of Deputies provided under this Contract may be increased. SUMMIT DD shall provide the County and Sheriff with at least sixty (60) days prior notice of such request. SUMMIT DD acknowledges and agrees that payments due hereunder will increase if additional Deputies are provided.
6. Emergency Assignments. Nothing in this Contract shall preclude the Sheriff from temporarily increasing or decreasing the Deputies assigned to the policing of SUMMIT DD if an emergency presents the need for such temporary assignment. Personnel related matters such as vacation or illness shall not constitute an emergency for the purposes of this Contract and shall not affect the Sheriff's obligation to provide the level of Services to SUMMIT DD as provided pursuant to this Contract unless public safety is at risk.
7. Duties and Qualifications. The Deputies assigned to SUMMIT DD pursuant to this Agreement shall have the same powers and duties, the same qualifications, shall be appointed, paid and receive the same benefits and provisions and shall be governed by the same laws as all other County Deputy Sheriffs.
8. Release. The County will not be liable and is released from any claims, causes of action (including but not limited to negligence), or expenses of any kind or nature which are asserted against SUMMIT DD. SUMMIT DD acknowledges and understands that the County's insurance carrier only provides insurance coverage for the County and Deputies acting within the scope of their employment. SUMMIT DD is not provided insurance coverage under the County's insurance policy and SUMMIT DD must provide for its own insurance policy or self-insurance coverage. SUMMIT DD does not waive and shall retain all rights to legal representation by the County's Prosecutor's Office in accordance with all laws including but not limited to Ohio Revised Code § 309.09.
9. Default. If SUMMIT DD fails to make any payments due hereunder or fails to abide by the terms of this Contract, then SUMMIT DD shall be in default. The County or Sheriff shall provide notice of such default to SUMMIT DD at the address set forth above, and if SUMMIT DD fails to cure such default within thirty (30) days, then the County may immediately terminate this Contract and all amounts owed as of the date of termination shall remain an obligation of SUMMIT DD.
10. Entire Agreement. This Contract constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Contract can only be amended or modified by the prior written consent of all parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the signed by the County Executive.

SUMMIT DD

Approved as to correctness and Form:

By: _____

Name: Lisa Kamlowsky

Title: Superintendent

By: _____

Printed Name _____

Law Director

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____

Kandy Fatheree, Sheriff

COUNTY OF SUMMIT, OHIO

By: _____

Ilene Shapiro, Executive Date

APPROVED AS TO CORRECTNESS AND FORM:

By: _____

Brian Harnak, Director

Department of Law, Insurance and Risk Management

Schedule A

SUMMIT DD:

1667.6 Hours Full Time Deputies
0 Hours Direct Indictment PT Deputy
0 Pro-rated Sergeant
1/3 Deputy Vehicles
0 Sergeant Vehicle
1 Radios
1 Body Cameras and accessories
waived Dispatch

Year 2027

<u>Salaries/Coverage</u> <u>Hrs.</u>	=	<u>Deputies (no</u> <u>extra coverage)</u>	=	<u>Annual</u>
\$ 88.36	x	1667.6	=	\$ 147,349.14
<u>Vehicle</u>		Tot. Veh. (1 shift)		
\$ 38,104.09	x	0.333333	=	\$ 12,701.24
<u>Radios</u>		Tot. Radios		
\$ 240.00	x	1	=	\$ 240.00
<u>Dispatch</u>		waived	=	\$ -
		Specific Total		\$ 160,290.372
		(For Even Payments)	TOTAL	\$ 160,290.38
		Monthly	Total	\$ 13,357.53

*As may be adjusted as provided herein.

** For the purpose of even monthly payments, County accepts timely monthly payments as payment in full, noting the 2 cents difference between the Total and the Monthly Payments.

Schedule B

- 1) Receive law enforcement notifications from providers and make timely criminal determinations.
- 2) Perform lead investigation duties for all MUIs that fit the criminal definition including but not limited to: interviewing suspects/victims/witnesses, searching for community suspects, gathering evidence, obtaining warrants, grand Jury testifying, providing courtroom testimony, administering lie detection protocols other duties based on case specific demands. All investigation duties will meet the requirements as outlined in Ohio Administrative Code Section 5123-17-02.
- 3) Communicate with the Summit County Prosecutor's office and local law enforcement jurisdictions, when necessary or requested by Summit DD to ensure the health, safety and welfare of individuals served.
- 4) Present investigation file to prosecutor assigned to case. Assist in educating Summit County and/or local prosecutors on the abilities of persons-served to testify in criminal proceedings.
- 5) Track arrests and prosecutions in crimes against persons with developmental disabilities for reporting purposes.
- 6) Complete investigatory reports per Sheriff's department protocol, share information in written form to Investigative Agent for inclusion in MUI written report. Consult with Investigative Agents as needed.
- 7) Accompany Summit DD staff, when necessary, into unsafe situations where risk of harm is present.
- 8) Perform well checks and emergency removals if imminent harm is present per Sheriff's department protocol.
- 9) Assist Summit DD with the DD section of CIT training and other relevant Training as applicable. The Deputy/Detective assigned to Summit DD will either be CIT certified or obtain CIT certification within the first year of working at Summit DD
- 10) Attend trainings specific to individuals with developmental disabilities presented by the Ohio Department of Developmental Disabilities and other entities.
- 11) Use Summit DD technology and software to communicate between departments and enter documentation into the Summit DD document management system
- 12) Act as a liaison with the Summit County Jail to ensure that those that are served by Summit DD and incarcerated there are having their medical and disability needs considered.
- 13) Advise Summit DD afterhours staff as needed for possible criminal situations.
- 14) Provide building security services if needed at the Summit DD office locations.
- 15) The Sheriff Department will provide the name and contact information of the immediate supervisor to the detective/deputy to Summit DD to help facilitate regular communication and a dispute resolution process between The Sheriff's Department and Summit DD

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Agreement with Advanced Behavior Consulting, LLC	Providing consultative behavioral services and supports to people served, families and providers.	Summit DD Board approves a contract with Advanced Behavior Consulting LLC for the period 1/1/2027 to 12/31/2027, for a total contract amount not to exceed \$157,250
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
Service Area: Supporting people served, families and providers. Amount of Increase/Decrease: Reduction of \$27,750 Advanced Behavior Consulting (Advanced) is a local organization that provides Board Certified Behavior Analyst and Registered Behavior Technician services. Through this contract Advanced partners with Summit DD on several activities including- 1. Oversight of Registered Behavior Technicians, employed by provider agencies. 2. Providing enhanced training to direct support professionals who serve people with complex needs. 3. Attending Intensive Treatment Team meetings and consulting with Summit DD staff and providers on specific cases. Through this partnership, Advanced currently provides oversight to two provider-based staff members to maintain their Registered Behavior Technician (RBT) certification and has provided 19 direct support professionals with training in best practices for serving individuals with complex needs. Through this high level of training and support, 34 individuals have been able to maintain their day support services this year. In addition, through these supports 6 individuals have been able to transition to more community-based day services. Recommended for approval by the October Services & Supports and Finance & Facilities Committees.		

Submitted By: Drew WilliamsDate: 9/30/2026For: Superintendent/Assistant Superintendent X Finance & Facilities Committee X Services & Supports Committee HR/LR Committee



**SERVICE CONTRACT BETWEEN
SUMMIT COUNTY DEVELOPMENTAL
DISABILITIES BOARD
AND
ADVANCED BEHAVIOR CONSULTING, LLC**

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 **Advanced Behavior Consulting, LLC**, with its principal office located at **13 Harvester Drive, Copley, Ohio 44321**, hereinafter referred to as “Contractor”, recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to **Advanced Behavior Consulting, LLC** for **consultative behavior services for Board eligible children and adults, training for DODD certified providers, families of eligible individuals and community partners as well as clinical oversight for identified Registered Behavior Technicians.**

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 in the following manner: documentation reviews and/or regular communication with Contractor. 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 agrees to provide training and consultative behavioral services and supports as requested in the following manner:
 - 1. Provide BCBA and RBT support for individuals identified by Summit DD
 - 2. Provide BCBA oversight for RBT staff identified by Summit DD
 - 3. Provide BCBA and RBT support for the intensive behavior support day service programs as identified by Summit DD
 - 4. Provide training to staff persons as identified by Summit DD
- C. 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 to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice.

- D. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD 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.
- E. 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 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.
- F. 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.
- G. 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.
- H. 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 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.
- I. Unless parties otherwise agree in writing, if Contractor is not a DODD certified provider and currently in compliance with DODD mandated insurance requirements, such 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.

- J. 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.
- K. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- L. 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.
- M. Contractor shall name Summit DD as a source of funding in any audit, literature, brochure, or presentation.
- N. 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 HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$157,250.00)** and is limited to Summit DD'S 2027 appropriation. BCBA services will be billed at an hourly rate of \$105.00 and Registered Behavior Technician services will be billed at an hourly rate of \$60.00. Payments will be made upon receipt of a monthly invoice.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from **January 1, 2027 through December 31, 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 and 5126 of the Ohio Revised Code, the rules and regulations of the Ohio Department of Developmental Disabilities 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: Advanced Behavior Consulting, LLC
ATTENTION: Monica Lee Jones
13 Harvester Drive
Copley, Ohio 44321

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.

SIGNATURES

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

ADVANCED BEHAVIOR CONSULTING, LLC

**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.

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
New Policy 2041 - Recording of Meetings and Interactions	Establishing consistent practices for Summit DD employees when a third-party audio and/or video records a meeting	Summit DD adopt new Policy #2041, Recording of Meetings and Interactions

SUPPORTING DATA FOR RECOMMENDATION

Summit DD recognizes that individuals receiving services, their parents or guardians, or other authorized participants involved in planning and decision-making meetings may choose to audio or video record such interactions in accordance with applicable requirements.

This policy applies to Summit DD employees conducting official business on behalf of the Board and outlines the Board's expectations as to employees' professional responsibilities in situations where recording is disclosed.

Accompanying procedures ensure employees respond professionally in such situations, protect confidentiality, maintain safety and support person-centered service delivery.

Summit DD employees are prohibited from independently recording meetings unless specifically authorized.

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

Submitted By: Holly Brugh
Date: 9/3/2026

For: _____ Superintendent/Assist. Superintendent
 _____ Finance & Facilities Committee
X Services & Supports Committee
X HR/LR Committee

2041 – RECORDING OF MEETINGS AND INTERACTIONS

Summit County Developmental Disabilities Board (Summit DD) recognizes that individuals receiving services, parents, legal guardians, and authorized representatives may choose to audio or video record meetings or interactions related to Board business.

Summit DD will respond to recording in a professional, person-centered manner while maintaining confidentiality, safety, and compliance with applicable law.

Summit DD employees shall not prohibit or discourage recording solely because an individual, parent, legal guardian, or authorized representative chooses to record a meeting or interaction.

Recording, by itself, shall not be considered disruptive conduct and shall not be used as a basis for denying, delaying, or terminating services or meetings. Employees shall continue to conduct Board business professionally and in accordance with person-centered practices, confidentiality requirements, and applicable Board policies and procedures.

Summit DD employees shall protect confidential information and shall not disclose information concerning other individuals, employees, families, providers, or other protected information when a meeting or interaction is being recorded. Employees shall take reasonable steps to redirect or separate discussions when necessary to maintain confidentiality.

Summit DD employees shall not independently audio or video record meetings or interactions with individuals or families unless expressly authorized by Board policy and approved by management. Personal devices shall not be used to record individuals receiving services.

Safety concerns unrelated to the act of recording shall be addressed in accordance with applicable Summit DD safety policies and procedures.

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

	9/30/2026				ACTUAL 12/31/2025	9/30/2025			
	2026 ANNUAL BUDGET	2026 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING		2025 ANNUAL BUDGET	2025 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
OPERATING REVENUE									
PROPERTY TAXES	\$ 65,649,944	\$ 63,929,178	\$ 1,720,766	2.6% 1	\$ 65,388,050	\$ 66,177,703	\$ 72,354,832	\$ (6,177,129)	-9.3%
REIMBURSEMENTS	10,528,000	6,270,600	4,257,400	40.4%	10,773,255	10,520,000	4,719,409	5,800,591	55.1%
GRANTS	2,122,789	1,619,651	503,138	23.7%	2,099,480	2,116,240	1,590,028	526,212	24.9%
CONTRACT SERVICES	207,000	324,336	(117,336)	-56.7%	484,352	100,000	456,443	(356,443)	-356.4%
REFUNDS	10,000	6,085	3,915	39.2%	33,424	12,500	32,910	(20,410)	-163.3%
OTHER RECEIPTS	20,000	11,479	8,521	42.6%	23,394	39,000	13,508	25,492	65.4%
TOTAL REVENUE	\$ 78,537,733	\$ 72,161,329	\$ 6,376,404	8.1%	\$ 78,801,955	\$ 78,965,443	\$ 79,167,130	\$ (201,687)	-0.3%
OPERATING EXPENDITURES									
SALARIES	\$ 23,884,542	\$ 17,233,342	\$ 6,651,200	27.8%	\$ 22,613,302	\$ 23,229,072	\$ 17,486,722	\$ 5,742,350	24.7%
EMPLOYEE BENEFITS	11,259,720	8,267,553	2,992,167	26.6%	10,430,211	10,413,033	8,346,625	2,066,408	19.8%
MEDICAID COSTS	46,610,000	35,928,265	10,681,735	22.9%	45,225,592	40,765,758	35,000,799	5,764,959	14.1%
DIRECT CONTRACT SERVICES	9,030,088	5,611,911	3,418,177	37.9%	10,262,866	9,149,583	8,465,186	684,397	7.5%
INDIRECT CONTRACT SERVICES	1,203,710	802,682	401,028	33.3% 2	1,047,549	1,377,881	912,816	465,065	33.8%
SUPPLIES	290,630	135,193	155,437	53.5%	279,221	397,360	211,172	186,188	46.9%
TRAVEL AND TRAINING	217,950	117,955	99,995	45.9%	213,720	278,750	149,527	129,223	46.4%
UTILITIES	210,000	133,731	76,269	36.3%	181,220	201,000	142,614	58,386	29.0%
RENTALS	5,900	4,369	1,531	25.9%	4,370	7,400	4,370	3,030	40.9%
ADVERTISING	89,500	48,239	41,261	46.1%	84,040	120,000	61,234	58,766	49.0%
OTHER EXPENSES	346,981	273,189	73,792	21.3%	326,319	365,435	281,822	83,613	22.9%
EQUIPMENT	148,000	76,519	71,481	48.3% 3	186,528	188,000	145,961	42,039	22.4%
TOTAL EXPENDITURES	\$ 93,297,021	\$ 68,632,948	\$ 24,664,073	26.4%	\$ 90,854,938	\$ 86,493,272	\$ 71,208,848	\$ 15,284,424	17.7%
NET REVENUES AND EXPENDITURES	\$ (14,759,288)	\$ 3,528,381			\$ (12,052,983)	\$ (7,527,829)	\$ 7,958,282		
	BUDGET	ACTUAL							
BEGINNING FUND BALANCE	\$ 38,828,621	\$ 38,828,621							
PLUS: REVENUE	78,537,733	72,161,329							
LESS: EXPENDITURES	(93,297,021)	(68,632,948)							
ENDING FUND BALANCE	\$ 24,069,333	\$ 42,357,002							

Recommended for approval by the October Finance & Facilities Committee.

**SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE MONTH ENDED SEPTEMBER 30, 2026
(Rounded)**

An evenly distributed monthly budget	8.3%
Evenly distributed budget remaining	25.0%

Current Month

Revenue:

1	Property Taxes:	Second half tax settlement.	\$ 30,679,100
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Expenditures:

2	Indirect Contract Services:	Payment of legal fees.	\$ 25,400
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3	Equipment:	County chargeback for half year of licensing fees for the county's financial software (Munis).	\$ 36,200
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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
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MINUTES – combined work session and regular meeting
Thursday, September 17, 2026

Summit County Developmental Disabilities Board
Board Meeting

MINUTES - DRAFT

Thursday, September 17, 2026
5:30 p.m.

The **combined work session and regular meeting** of the Summit County Developmental Disabilities Board was held on Thursday, September 17, 2026 at the Summit DD administrative offices located at 2355 2nd Street, Cuyahoga Falls, Ohio 44221. The **work session** convened at 5:30 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	Mira Pozna, Director of Fiscal
Holly Brugh, Assistant Superintendent	Laura Gleason, Director of HR
Drew Williams, Assistant Superintendent	Billie Jo David, Director of
Russ DuPlain, Director of IT & Facilities	Communications & Quality
Maggi Albright, Recording Secretary	and others

I. NEW POLICY 2041 – RECORDING OF MEETINGS AND INTERACTIONS

New Policy 2041 is the result of feedback from employees who are increasingly reporting that families are asking to audio or video record meetings. Its purpose is to give guidance to and outline expectations of employees in those situations. It is recognized that individuals receiving services or their parents/guardians have the right to choose to record interactions with Summit DD employees, and the policy applies whether the meeting is virtual or in-person. Accompanying procedures will ensure that employees respond to such requests consistently and professionally and understand their obligations with respect to confidentiality when meetings are being recorded. Mr. Briggs asked if the Unions had input into this new policy. The Superintendent replied that the policy was drafted in response to members asking for guidelines, and that it would run through labor-management committees. New Policy 2041 has been recommended for approval by the September HR/LR and Services & Supports Committees.

MINUTES – combined work session and regular meeting
Thursday, September 17, 2026

WORK SESSION *(continued)*

II. SUMMIT DD 2027 BUDGET

The Superintendent noted that the 2027 budget has not been revised from what was presented and discussed at the August work session. Highlights include: Operating Fund projects a net positive balance of \$3.1M at the end of 2027 with a fund balance of \$27M. The program and staffing reductions made earlier this year carry forward in the 2027 budget which supports a total of 309 full-time employees. The FTE growth aligns with Summit DD's levy plan, ensuring the number of SSA staff grow proportionately with the needs of the service population, and also affords flexibility as Summit DD enters the year with changes in leadership. Medical insurance costs increase by 5%, and dental insurance coverage increases by 2%. Medicaid costs are budgeted in line with state service cost projections and are anticipated to be just under \$49M. The request also seeks approval of appropriations in the Gifts & Donations Fund, Medicaid Reserve Fund, and Permanent Improvement Fund as indicated in Board packets. Following the Board's anticipated approval tonight Superintendent Kamlowksy is scheduled to present the 2027 budget to the SSAB on October 6th and at a budget hearing with County Council on November 2nd. Mr. Briggs acknowledged that during this difficult time when hard decisions needed to be made staff did an amazing job with the budget process. Ms. James asked about relocation of the Smart Home. Superintendent Kamlowksy replied that staff have toured a number of spaces, and she anticipates that a selection for relocation will be made soon. The 2027 Summit DD budget has been recommended for approval by the August Finance & Facilities Committee.

III. CYBERSECURITY PROGRAM

The legislature has determined that the threat of cybercrime to Ohio's government entities is a reality that requires increased security efforts. As a result, all political subdivisions are now required by state law to formally adopt cybersecurity programs. Summit DD has a robust cybersecurity program that exceeds the minimum standards articulated in the law and is known to be ahead of the curve in this space. Elements of the program itself are confidential and accordingly are not shared in this space. An outline of Summit DD's program is included in Board packets and Board approval is requested based upon that outline. The cybersecurity program has been recommended for approval by the September HR/LR, Finance & Facilities and Services & Supports Committees.

MINUTES – combined work session and regular meeting
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WORK SESSION *(continued)*

IV. AUGUST FINANCIALS

Ms. Pozna noted that at the time the financials were prepared Summit DD had not received the second half tax settlement, however those funds were received this week and will appear in next month's report. Expenditures in August included County chargeback of \$52,300 for second quarter unemployment costs, payment of \$476,600 for quarterly Medicaid waiver administrative fee, payment of \$10,153,900 for quarterly Medicaid waiver match and payment of \$3,829,700 for annual supplemental waiver match. There was also payment of \$69,500 for participation in the adult guardianship program, annual licensing, maintenance and support fees of \$50,200, payment of \$28,300 for the 2026 satisfaction survey, payment of \$19,400 for legal fees and payment of \$21,600 for the purchase of laptops in accordance with Summit DD's five-year refresh program. August ended in deficit spending of \$24,677,699 with a fund balance of \$14,150,922. The August financial statements have been recommended for approval by the September Finance & Facilities Committee.

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

A. FCFC PLACEMENT CONTRACTS

In July the Board approved numerous placement services agreements for FCFC preferred residential treatment providers that are effective through March 31, 2029. Two additional providers have come to agreement on daily rates, and the request tonight is to approve both Ohio Guidestone and Buckeye Ranch as additional authorized providers for FCFC.

The work session adjourned at 5:40 p.m.

MINUTES – combined work session and regular meeting
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BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:40 p.m.

I. ROLL CALL

Mrs. Youssef - Present	Mrs. Gaugler – Present	Mr. Cramer - <i>Excused</i>
Ms. Schrack - Present	Mr. Dodson - Present	
Ms. James - Present	Mr. Briggs - Present	

II. PUBLIC COMMENT

David Stemple identified himself as a 61½ year old man who lives with his wife of eleven years and has worked for Giant Eagle for 30 years. He stated he is attending the Board Meeting tonight to thank the Board for the support he has received over the years; however, he is disappointed with the decision around funding for his transportation. Mr. Stemple said he wants to be as independent as possible but with this budget cut it makes him dependent. He asked the Board Members how they might feel if their independence was at risk. Ms. James thanked Mr. Stemple on behalf of the Board for his courage in coming to the meeting to express his thoughts and concerns and said the Board is glad to hear his story. Mr. Stemple commented that he respects the Board and it was the hardest thing he had to do to speak to the Board and express his disappointment. He asked how he would hear back on this issue. Superintendent Kamlow sky thanked Mr. Stemple for speaking tonight and said that he can expect to continue this discussion with his SSA and other members of his support team.

III. APPROVAL OF MINUTES

A. AUGUST 20, 2026 (combined work session/regular meeting)

R E S O L U T I O N **No. 26-09-02**

Resolved that the Board approve the minutes of the August 20, 2026 combined work session/regular meeting. Mr. Briggs made the motion and Mrs. Gaugler seconded.

<u>Roll call vote:</u>	Ms. Schrack - yes	Mr. Briggs - yes
	Ms. James - yes	Mrs. Youssef - yes
	Mrs. Gaugler - yes	Mr. Cramer - <i>Excused</i>
	Mr. Dodson - yes	

The motion was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, September 17, 2026

BOARD MEETING *(continued)*

III. APPROVAL OF MINUTES *(continued)*

B. SEPTEMBER 2, 2026 (special board meeting)

R E S O L U T I O N

No. 26-09-03

Resolved that the Board approve the minutes of the September 2, 2026 special board meeting. Mrs. Gaugler made the motion and Mr. Briggs seconded.

<u>Roll call vote:</u>	Ms. James - yes	Mrs. Youssef - yes
	Mrs. Gaugler - yes	Ms. Schrack - yes
	Mr. Dodson - yes	Mr. Cramer - <i>Excused</i>
	Mr. Briggs - yes	

The motion was unanimously approved.

IV. BOARD ACTION ITEMS

A. SUMMIT DD 2027 BUDGET

R E S O L U T I O N

No. 26-09-04

Resolved that the Board approve the Summit DD budget for calendar year 2027 in the amount of Ninety Two Million Seven Hundred Seventy Two Thousand Eighty Two Dollars (\$92,772,082) for the Operating Fund, Eighty Seven Thousand Eight Hundred Ninety Three Dollars (\$87,893) for the Gifts and Donations Fund, One Million Nine Hundred Eighty One Thousand Seven Hundred Twenty Four Dollars (\$1,981,724) for the Permanent Improvement Fund, Nine Million Six Hundred Fifty Nine Thousand Three Hundred Forty Seven Dollars (\$9,659,347) for the Medicaid Reserve Fund, and authorize positions of employment, as indicated in the 2027 HR/LR Staffing Report.

Be it further resolved that the Board approve up to Forty-Eight Million Nine Hundred Ninety-Six Thousand Two Hundred Ten Dollars (\$48,996,210) of the 2027 budget to pay the non-federal share of Medicaid expenditures for services under Ohio Revised Code Sections 5126.059 and 5126.0510. The Board acknowledges that payment of the non-federal share represents an ongoing financial commitment of the Summit County Developmental Disabilities Board. Mr. Briggs made the motion and Mrs. Gaugler seconded.

<u>Roll call vote:</u>	Mrs. Gaugler - yes	Mrs. Youssef - yes
	Mr. Dodson - yes	Ms. Schrack - yes
	Mr. Briggs - yes	Ms. James - yes
		Mr. Cramer - <i>Excused</i>

The motion was unanimously approved.

MINUTES – combined work session and regular meeting
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BOARD MEETING *(continued)*

IV. BOARD ACTION ITEMS *(continued)*

B. CYBERSECURITY PROGRAM

R E S O L U T I O N

No. 26-09-05

Resolved that the Board approve Summit DD's cybersecurity program, as presented in attachment #3. Mrs. Gaugler made the motion and Mr. Briggs seconded.

<u>Roll call vote:</u>	Mr. Dodson - yes	Ms. James - yes
	Ms. Briggs - yes	Mrs. Gaugler - yes
	Mrs. Youssef - yes	Mr. Cramer - <i>Excused</i>
	Ms. Schrack - yes	

The motion was unanimously approved.

C. AUGUST FINANCIAL STATEMENTS

R E S O L U T I O N

No. 26-09-06

Resolved that the Board approve the August financial statements. Mr. Briggs made the motion and Mrs. Gaugler seconded.

<u>Roll call vote:</u>	Mr. Briggs - yes	Mrs. Gaugler - yes
	Mrs. Youssef - yes	Mr. Dodson - yes
	Ms. Schrack - yes	Mr. Cramer - <i>Excused</i>
	Ms. James - yes	

The motion was unanimously approved.

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

A. FCFC PLACEMENT CONTRACTS

R E S O L U T I O N

No. 26-09-07

Resolved that the Board approve Ohio Guidestone and Buckeye Ranch as preferred provider network agencies for the period April 1, 2026 through March 31, 2029. Mrs. Gaugler made the motion and Mrs. Youssef seconded.

<u>Roll call vote:</u>	Mrs. Youssef - yes	Mrs. Gaugler - yes
	Ms. Schrack - yes	Mr. Dodson - yes
	Ms. James - yes	Mr. Briggs - yes
<u>The motion was unanimously approved.</u>		Mr. Cramer - <i>Excused</i>

MINUTES – combined work session and regular meeting
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BOARD MEETING *(continued)*

VI. SUPERINTENDENT'S REPORT

Superintendent Kamlowsky updated Board members about discussions between county boards and DODD which have taken a turn from a fiscal-only discussion to a broader conversation about system structure and waiver administrative functions. County boards have been focused through the Funding the Future initiatives primarily on reducing or capping county waiver-match exposure. DODD has been focused on regionalization, contacting selected counties about launching a regional waiver administrative framework in exchange for the state's assumption of full waiver match for participating counties. This began with outreach to seven counties, then ten counties and now there are twenty-one counties that are interested in this model. County boards have worked hard to convene conversations that support statewide solutions and to prevent system-wide decisions from being made in a piecemeal fashion. Last week DODD stated for the first time that eventual full state assumption of county waiver match is a legitimate and viable option to pursue. Superintendents agree that if full state assumption of waiver match is on the table for discussion, it should become the preferred destination. However, the proposal is tied to structural change and remains far from being settled or politically viable. A minimum first step is to find meaningful statewide relief beginning in the next biennium budget, FY28-29, to avoid statewide fiscal collapse of the system. The cost to the state for full assumption of county waiver match obligation today is \$1.4B. The state is interested in securing responsibility for all Medicaid administrative functions, establishing a state-wide waiver waitlist, control over who administers and how level of care assessments and wait list assessments are completed, and how waivers are authorized. This structure would align financial responsibility to pay for waivers with how waivers are authorized. County boards want to maintain current authorities under the SSA rule to ensure that county boards will continue to be the point of contact for individuals served in their own counties. Mr. Briggs asked if anything will happen before the November elections. The Superintendent replied that she does not expect meaningful conversations will occur until the new administration begins to prepare the budget at the end of January until it is due in March of 2027. She said she will keep the Board apprised as these discussions continue.

On Thursday September 24th Summit and Medina county boards, in partnership with We Thrive Together, are teaming up for the third annual interactive tech expo at Summit Mall from 10:00 a.m. – 3:00 p.m. Vendors and interactive displays will be set up throughout the mall showcasing a variety of supports including vision and hearing, home adaptation, daily living skills and safety, mobility devices and much more. All are invited to stop by and see how assistive technology and remote support can increase independence and improve quality of life.

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BOARD MEETING *(continued)*

VII. EXECUTIVE SESSION

R E S O L U T I O N

No. 26-09-08

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. Mrs. Gaugler made the motion and Mr. Briggs seconded.

Roll Call Vote:	Ms. Schrack - - yes	Mr. Briggs - yes
	Ms. James – yes	Mrs. Youssef - yes
	Mrs. Gaugler – yes	Mr. Cramer - <i>Excused</i>
	Mr. Dodson – yes	

The motion was unanimously approved.

The regular session of the Board Meeting adjourned at 6:05 p.m.

The Board entered Executive Session at 6:06 p.m.

The Board Meeting reconvened at 6:19 p.m.

VIII. ADDITIONAL ACTION ITEMS AFTER EXECUTIVE SESSION

A. EMPLOYMENT CONTRACT – HOLLY C. BRUGH

R E S O L U T I O N

No. 26-09-09

Resolved that the Board approve a contract of employment with Holly C. Brugh for the position of Superintendent for a three (3) year term commencing January 1, 2027, through December 31, 2029. Mrs. Gaugler made the motion and Mrs. Youssef seconded.

Roll Call Vote:	Ms. James – yes	Mrs. Youssef - yes
	Mrs. Gaugler – yes	Ms. Schrack – yes
	Mr. Dodson – yes	Mr. Cramer - <i>Excused</i>
	Mr. Briggs - yes	

The motion was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, September 17, 2026

BOARD MEETING *(continued)*

VIII. ADDITIONAL ACTION ITEMS AFTER EXECUTIVE SESSION *(continued)*

B. OPERS PICK-UP FOR HOLLY C. BRUGH

R E S O L U T I O N No. 26-09-10

Whereas the Board has established a qualified plan under Internal Revenue Code Section 414(h)(2) pursuant to Board Resolution No. 09-01-10;

Therefore, be it resolved that the Board authorizes the pick-up of the employee's share of the statutorily required contributions to the Public Employees Retirement System of Ohio for Superintendent Holly C. Brugh under the fringe benefit method of employer pick-up. Mrs. Youssef made the motion and Mrs. Gaugler seconded.

Roll Call Vote:	Mrs. Gaugler - yes	Ms. Schrack - yes
	Mr. Dodson - yes	Ms. James - yes
	Mr. Briggs - yes	Mr. Cramer - <i>Excused</i>
	Mrs. Youssef - yes	

The motion was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:24 p.m.

Tami Gaugler, Secretary