

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

AGENDA

Administrative Board Room
89 East Howe Road, Tallmadge, OH
Thursday, February 24, 2022
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. PROPOSED NEW POLICY 1125 – UNEXPECTED VACANCY IN SUPERINTENDENT POSITION

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- II. PRIMARY SOLUTIONS CONTRACT
- III. SUMMIT HOUSING DEVELOPMENT CORPORATION (SHDC) ADMINISTRATIVE AGREEMENT

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- IV. JANUARY 2022 FINANCIAL STATEMENTS

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. JANUARY 27, 2022 (annual organizational meeting and combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. PRIMARY SOLUTIONS CONTRACT
 - B. SUMMIT HOUSING DEVELOPMENT CORPORATION (SHDC) ADMINISTRATIVE AGREEMENT
 - C. JANUARY 2022 FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
New Board Policy to address unexpected vacancy in Superintendent position.	Continuity of Board operations should the Superintendent become temporarily incapacitated and be unable to perform the duties of Superintendent.	Board approves new Policy 1125, as presented.

SUPPORTING DATA FOR RECOMMENDATION

Currently Summit DD has no policy for the continuity of operations should the Superintendent become temporarily incapacitated and unable to perform the Superintendent's necessary duties. Such a situation has arisen in other county boards, where the Superintendent had an unexpected serious medical issue that prevented them from performing their duties and had no written procedure to address the managerial operations during this emergency temporary situation.

The recommendation moving forward is to establish a policy that grants the Summit County Developmental Disabilities Board President the authority to appoint a person with a valid superintendent's certificate issued under the rules of the Ohio Department of Developmental Disabilities as Interim Superintendent for a period not to exceed one hundred eighty (180) days. This emergency appointment shall terminate upon either the return of the Superintendent to their position or until the Board employs a permanent Superintendent pursuant to Ohio Revised Code 5126.0219.

Recommended for approval by the February HR/LR Committee.

Submitted By: Lisa Kamlowsky

Date: 2/2022

For: ☐ Superintendent
☐ Finance & Facilities Committee
☐ Services & Supports Committee
☒ HR/LR Committee

1125 - UNEXPECTED VACANCY IN SUPERINTENDENT POSITION

If the Superintendent position becomes vacant due to an unexpected event, or if the current Superintendent becomes temporarily incapacitated and unable to perform their duties, the Board President is authorized to appoint an Interim Superintendent in order to ensure the continued operation of the Board's business. The person appointed must hold a valid superintendent's certificate issued under the rules of the Ohio Department of Developmental Disabilities. The Interim Superintendent may work under a contract for a period not to exceed one hundred eighty (180) days until either the Superintendent is able to return to their position or the Board employs a permanent Superintendent pursuant to Ohio Revised Code 5126.0219.

DRAFT

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Allocation of resources for support contracts in 2022	Annual maintenance & licensing fees for main servicing application	The Board approve the request to enter into contracts with Primary Solutions in 2022 for an amount not to exceed \$68,588

SUPPORTING DATA FOR RECOMMENDATION

Total Cost: Not to exceed \$68,588 in 2022

Summary:

Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking individuals we serve and managing billing activities.

Summit DD also uses OhioDD.com/OhioDD.net provided by Primary Solutions for tracking billing and utilization of services.

The combined annual license cost for Gatekeeper and OhioDD.com will be \$60,588 in 2022, approximately a 6.0% **decrease** from the 2021 licensing cost.

Summit DD also has funds budgeted in 2022 for customized work and training from Primary Solutions that is beyond what is included in the above licensing agreements. There will be \$8,000 allocated for this, but this is a rough estimate amount and actual costs are likely to be less. Historically we have usually spent less than \$1,000/year on custom work, but with the coming transition to Brittco to replace Gatekeeper, there may be higher custom work costs than is typical.

The combined licensing and support costs for Gatekeeper, OhioDD.com, and any custom support will be a maximum of \$68,588 for all of 2022, which is allocated in the 2022 budget. This is about \$1,000 less than the 2021 allocation.

It is recommended that the Board approve the request to enter into contracts with Primary Solutions in 2022 for an amount not to exceed \$68,588.

**Recommended for approval by the January
Finance & Facilities Committee.**

Submitted By: Russ DuPlain

Date: January 2022

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

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective January 1, 2022 by and between Primary Solutions, an Ohio Corporation ("Developer") and the County of Summit Board of Developmental Disabilities ("Licensee").

Developer has developed and licenses to users its software program marketed under the name Gatekeeper (the "Software").

Licensee desires to utilize one or more copies of the Software within its own organization.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

License.

Developer hereby grants to Licensee an annual, non-exclusive, limited license to use the Software as set forth in this Agreement. This license will expire one year from the effective date of the Agreement. This license includes rights to install the Software on multiple computers within Licensee's organization, limited only by the license agreement contained in the Sybase SQLAnywhere software accompanying the Software.

Restrictions.

Use of the Software will be restricted to the following modules, as defined by the Software:

- Allocation Recovery Module
- Billing Archive Module
- Case Notes Module
- County Billing Module
- Day Services Module
- Demographics Module
- Employment Module
- Family Support Services Module
- Imaging Interface
- Incident Tracking Module
- Local Payments Module
- Medical History Module
- Service Authorizations Module
- Survey Module
- Tracking Module
- Transportation Module

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer; it is provided that Licensee may make one copy of the Software for backup or archival purposes.

Fees.

In consideration for the grant of the license and the use of the Software for a period of one year, Licensee agrees to pay Developer the amounts as follows:

- Allocation Recovery Module: \$0.00
- Anywhere: \$0.00
- Billing Archive Module: \$500.00
- Case Notes Module: \$500.00
- County Billing Module: \$0.00
- Day Services Module: \$500.00
- Demographics Module: \$250.00
- Employment Module: \$250.00
- Family Support Services Module: \$500.00
- Imaging Interface: \$500.00
- Incident Tracking Module: \$500.00
- Local Payments Module: \$0.00
- Medical History Module: \$250.00
- OhioDD.net (Basic): \$0.00
- OhioDD.net (Plus): \$8,670.00
- Service Authorizations Module: \$500.00
- Survey Module: \$500.00
- Tracking Module: \$500.00
- Transportation Module: \$500.00
- Consumer Limit – \$46,042.00 for unlimited consumers
- Initial training and implementation of software are included with modules listed above.

In consideration for the support of the Software License, Licensee agrees to pay Developer at a rate of Zero dollars (\$0) per hour for support. Support is considered telephone, email and remote assistance provided by the Developer to the Licensee to use the software as initially trained and implemented that enables typical functionality. Consulting will be billed at the rate of Ninety dollars (\$90) per hour for consulting services. Consulting services includes consultation and training that goes beyond the initial training and implementation of the software or the ability for the Licensee to perform typical functioning. Travel time to the Licensee's site will also be billed at the consulting rate as mutually agreed between the Licensee and the Developer. Customized software development will be billed at a rate of One-Hundred Twenty-Five dollars (\$125) per hour. All hourly charges will be billed in fifteen (15) minute increments. Updates to the software will be provided at no cost to the Licensee.

Warranty of Title.

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

Warranty of Functionality.

A. For a period of ninety (90) days following delivery of the Software to Licensee (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or in an operating environment not approved by Developer.

B. In the event of any defect in the media upon which the Software is provided arising within thirty (30) days of the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

Software Maintenance and Technical Support.

For the duration of this the License, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software that increase the speed, efficiency or ease of use of the Software or add additional capabilities or functionality to the Software, as well as any substantially new or rewritten version of the Software.

Payment.

Payment of the license fee shall be made within 30 days of the receipt of the invoice. Payment of any other amount owed by Licensee to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

Taxes.

In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

Warranty Disclaimer.

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability.

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

No Assignment.

Licensee may assign neither this Agreement nor any interest in this Agreement without the prior express written approval of Developer.

Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement on the day and year first above written.

Primary Solutions

County of Summit Board of Developmental
Disabilities

By: _____

By: _____

Date: _____

Date: _____

Brian Marshall, President

Printed Name: _____

Email: _____

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Availability of community-based housing options for individuals	Using state capital assistance dollars as they become available to fund the acquisition or development of residential housing options	Board authorize a three-year administrative agreement with Summit Housing Development Corporation for acquisition of residential property, as needed, for the period January 1, 2022 through December 31, 2024

SUPPORTING DATA FOR RECOMMENDATION

Summit Housing Development Corporation (SHDC) is a private, not-for-profit corporation, with a corporate purpose of developing, acquiring, and managing housing that is affordable to individual citizens with developmental disabilities. Summit DD and SHDC have a long history of collaboration with a shared purpose of ensuring that a variety of affordable residential options are readily available when individuals need housing. Currently, SHDC owns and serves as landlord for approximately 120 homes in Summit County in which individuals with developmental disabilities reside.

The Ohio Department of Developmental Disabilities (DODD) makes community capital assistance funds available to county boards to assist them in acquiring housing for individuals receiving community-based support services. In order to access that state funding, county boards must have a contract with either a nonprofit corporation specifically chartered to develop housing for individuals, or a local housing authority. The contract must include all terms required pursuant to OAC 5123-1-03, including the requirement that the county board maintain a mortgage interest in any housing purchased with the dollars.

Under current rules, state dollars can be used to acquire single family homes, a duplex, a quadplex, a manufactured home, a condominium, or for newly-constructed housing. Summit DD and SHDC enjoy a good relationship and communicate and exchange information on a regular basis to ensure alignment relative to housing needs of persons in Summit County.

Recommended for approval by the January Services & Supports Committee.

Submitted By: Drew Williams

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

Date: January 2022

**CONTRACT BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
SUMMIT HOUSING DEVELOPMENT CORPORATION**

This Contract, entered into by and between Summit County Developmental Disabilities Board, a Board created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, OH 44278, hereinafter referred to as "the Board" and Summit Housing Development Corporation, an Ohio Non-Profit Corporation with its principal office at 431 Broad Boulevard, Cuyahoga Falls, OH, 44221, hereinafter referred to as "Corporation", recites that:

WHEREAS, Corporation is a private, not-for-profit corporation, recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, with a corporate purpose of developing, acquiring, and managing housing that is available and affordable to individual citizens with developmental disabilities; and

WHEREAS, the Board seeks to promote the acquisition, development, and ongoing management of affordable and inclusive housing options for persons with developmental disabilities who live in Summit County; and

WHEREAS, the parties seek to facilitate individual choices of persons with disabilities in the selection of their own housing to maximize the stability and longevity of these choices, to assist these persons to be integrated in the community with persons who do not have disabilities, and to allow these persons to live in housing at affordable rent; and

WHEREAS, the Board wishes to enter into a Contract with Corporation to enable the Board to disburse State Community Capital Assistance Funds to Corporation as the Board, in its sole discretion, deems reasonable and necessary for housing options in Summit County.

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

ARTICLE I: CONTRACT TERM

The provisions of this contract shall become effective on January 1, 2022 and shall remain in force and effect up to and including December 31, 2024.

ARTICLE II: COMPLIANCE WITH LAWS AND REGULATIONS

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the provision of housing services to individuals with developmental disabilities.

ARTICLE III: CORPORATION OBLIGATIONS

A. Exclusive Right to Manage

1. The Corporation shall have the exclusive right to manage Summit Housing Development Corporation for the purposes of providing the services described in this contract, subject only to the Board's rights as defined in the Contract.
2. The Corporation shall consult with the Board prior to acquiring property for or leasing property to individuals served by the Board. The Corporation shall have the exclusive right to terminate a lease agreement and/or evict any resident referred by the Board according to Corporation's own lease agreement and eviction policy, and in compliance with Ohio Law and relevant DODD regulations. Corporation agrees to consult with the Board in an effort to resolve concerns prior to exercising its eviction policy.
3. The Corporation's right to manage applies exclusively to the performance of services covered by this Contract and does not authorize Corporation to perform administrative activities, service coordination, or oversight functions of the Board.

B. Services to be provided:

1. The Corporation will acquire residential property with funds provided by the Board, including Community Capital Assistance Housing Program funds, for the purpose of providing housing at affordable rents on behalf of individuals who choose to reside in a property owned/managed by Corporation. Property acquisition with such funds will be done with the active participation of the Board and individuals using or contemplating residential services, or their representatives, in the selection of the property. Individuals will be given residential options to choose from, allowing individuals to make reasonable and responsible choices from those options. The parties will take into consideration the following factors: monthly rent, related expenses, neighborhood, availability of transportation, accessibility, health and safety, physical layout of the residence, roommates, or other relevant factors when assisting individuals with their choice of residence. Should the parties disagree regarding tenant selection, the parties agree to immediately institute the Dispute Resolution Process which has been agreed to by the parties and which is incorporated into, and which is attached as Attachment A.

2. Corporation will submit to the Board upon reasonable request, all information concerning the housing of an individual referred by the Board, including but not limited to, the purchase and sales agreement, inspection reports, appraisals, and/or financing. This information may be used for funding applications and other related activities. On an annual basis Corporation shall submit an accounting of revenue and expenses for each home covered under this Contract.
3. The Corporation shall acquire and manage properties obtained pursuant to this Contract and any related supplemental contracts in an appropriate manner and in accordance with its obligations under the Ohio Revised Code in order to protect the Board's security in such property.
4. The Corporation agrees to grant the Board a security interest in any property it purchases through public funds as is required under Ohio law.
5. Within thirty (30) days after the closing on any property acquired by the Corporation utilizing Community Capital Assistance Funds, Corporation shall supply the Board with a copy of the final closing statement, insurance policies, the deed, and any notes, and/or mortgages concerning property acquired.
6. Unless otherwise authorized or approved by the Board, funds provided to Corporation by Board shall be used exclusively for the acquisition of properties as set forth in this Contract and for administration, maintenance and related expenses for such properties in which individuals with disabilities reside.
7. The Corporation shall meet all requirements pursuant to Ohio Revised Code as applicable to non-profit corporations.
8. The Corporation will develop and administer rent subsidies, as appropriate or available, to applicable individuals from all available sources.
9. The Corporation agrees to allow Summit DD to conduct periodic quality inspections of homes covered under this contract, and to participate in any corrective action deemed necessary to ensure health and safety through this process.
10. The Corporation agrees to abide by all state statutes, rules and regulations pertaining to the use of community assistance funds for the purchase, acquisition sale and maintenance of housing for individuals in supported living and will abide by all applicable federal rules and regulations.
11. The Corporation agrees throughout the term of this Contract and any renewal period to provide and keep in effect, at its cost and expense, fire and extended coverage insurance for the benefit of the Corporation and the Board, in an

amount sufficient to cover the replacement cost of any properties acquired by the Corporation. The level of coverage may be reviewed annually by the Board during the term of this Contract and the Board may require the Corporation, at its cost, to increase coverage to reflect accepted industry standards.

12. The Corporation shall be responsible for the filing of income tax or information returns with the US Internal Revenue Service, State of Ohio, and local government as required.

C. Corporation Assurances:

No member of the Corporation's Board shall participate in the deliberation or voting regarding any contract entered into by the Corporation, in which the Board Member, or any Member of the Board Member's family, has any direct or indirect interest. Further, no member of the Corporation's board shall be an owner of any property purchased by the Corporation.

D. Certification:

The Corporation shall be certified as may be required to provide housing to individuals with developmental disabilities in accordance with all applicable rules and laws established by local, state, federal regulatory agencies.

E. Information and Evaluation:

1. Corporation shall submit upon reasonable written request by the Board, any information, data, reports, or other documentation deemed to be pertinent to the contracted services. In making such request, the Board shall indicate the date by which the requested information is to be provided and such date shall allow the Corporation reasonable time to comply.
2. Corporation shall submit reports to the Board and to such other persons and/or agencies in a manner as may be required by applicable federal and state law.
3. The parties agree to meet on a quarterly basis to address any issues or concerns that have been identified through applicable review processes or feedback channels. As part of this process, the parties may agree to enter into a written plan to address any such deficiencies.
4. Corporation shall submit to the Board an annual audit conducted by a Certified Public Accountant within ten (10) days of the completion of such audit. All necessary materials for such audit shall be submitted by the Corporation to the accountant by February 28th of each year with recommended date of completion annually by May 1st.

ARTICLE IV: BOARD OBLIGATIONS

- A. The Board agrees to abide by the Rules and Regulations of the Ohio Department of Developmental Disabilities.
- B. The Board will work cooperatively with the Corporation to identify persons with developmental disabilities who wish to reside in properties acquired pursuant to this contract. The Board shall arrange for the provision of applicable support services and staff which it determines is needed for the persons to appropriately reside in such residences subject to the availability of funds. The Board shall have the sole discretion to determine what resources are available for the provisions of services. Such responsibilities shall be conducted according to applicable supported living laws and rules of the Ohio Department of Developmental Disabilities and other governing state and federal laws and regulations.
- C. The Board will educate persons choosing to reside in properties of the Corporation regarding their rights and responsibilities as a tenant.
- D. The Board shall assist residents of the property in mediating any issues that may arise relating to the management of the property by the Corporation.
- E. The Board, pursuant to requests by the Corporation and subject to approval by the Board of said requests and amounts, shall make grants to the Corporation of state community assistance funds solely for the acquisition and purchase of housing to meet the needs of persons with disabilities served by the Board. Such grants shall not exceed the total allocations given to the Board by the State and are subject to the availability of such monies from the state. The Board may at its discretion grant other monies for purposes of repairs, maintenance and other operations of the Corporation.
- F. The Board shall maintain a legal interest in all properties acquired by the Corporation with public monies in accordance with the terms and conditions of the revenues used to acquire such properties and in accordance with the agreement between the state and the Board regarding use of state capital grant monies. The Board shall maintain its legal interest through a note and a first position mortgage (when a lending institution is not involved) or a second position mortgage on the property in the amount equal to that given by the Board and used by the Corporation to acquire the individual property.
- G. The Board shall have the authority to authorize the Corporation in writing to reinvest proceeds from sales of any properties in which the Board has an interest to acquire additional properties for use in accordance with this Contract. Such sales shall be in accordance with a determination of fair market value of the property as determined by one or more appraisals and will comply with the terms of this Contract. The Board shall require the Corporation to repay the Board its interest in the property if Corporation sells said property without the Board's approval.

- H. The Board may require the Corporation to repay value of the Board's Interest in property for breach of the Corporation's obligations which may include failure on the part of the Corporation to make payments on the property in the manner prescribed by any mortgage on said property or if the Corporation is in substantial violation of the terms and conditions of any of the contracts governing the acquisition of properties by the Corporation. The Board shall also have the right to assume the mortgage on the property with said right being a condition of the mortgage and an option of the Board and the right to insist on the transfer of title to the property to the Board or a substitute nonprofit Corporation in the event of default or violation of the contract terms and conditions by the Corporation, or if the Corporation is dissolved or files for bankruptcy.
- I. The Board may review and evaluate the services delivered by Corporation on a continuing basis to ensure that such services are delivered in accordance with this contract and with applicable state and federal laws and regulations. The Superintendent of the Board and the Executive Director of the Corporation or their appointed designee shall meet no less than annually to discuss the Corporation's efforts pursuant to this contract, to discuss grant allocations, and to permit the Board the opportunity to ascertain whether the Corporation is complying with the terms and conditions in this contract.

ARTICLE V: FINANCIAL PROVISIONS

A. Transfer of State Community Capital Assistance Funds:

The Board shall commit, for the entire term of this contract unless this contract is terminated pursuant to its terms, to transmit to Corporation all Community Capital Assistance funds that the Board shall receive per project application submitted to the State of Ohio.

ARTICLE VI: INSURANCE AND INDEMNITY

- A. Corporation hereby agrees to indemnify and hold harmless the Board for any and all costs and expenses associated with carrying out Corporation's duties under this contract, unless otherwise provided herein, including, but not limited to all deductibles on all insurance policies, and all losses occasioned by Corporation's failure to acquire insurance coverage as required.
- B. Corporation shall indemnify and hold the Board harmless against any and all third-party claims, suits, damages, or liability arising out of services provided pursuant to this contract, and against any final orders or decrees or judgments which may be entered therein, for damages.

ARTICLE VII: TERMINATION, MODIFICATION, AND NOTICE OF INTENT TO RENEW

A. No termination clause specified herein may be used by any party unless such party has first utilized the Dispute Resolution Process set out in Article VIII of this Contract. No termination clause specified herein may be used by any party unless such party has provided 90 days prior written notice to the other party. If termination is invoked because of breach of this Contract, during the 90-day prior notice period, the party in potential breach shall have the opportunity to cure the alleged breach. This contract may be terminated, and the obligations of all parties shall cease if any of the following conditions occur:

1. Either party may terminate upon material breach of a substantial term or terms of this Contract.
2. The Board may terminate this Contract upon the issuance by any government agency of a notice of violation of a statute, code, or regulation regarding a risk to health, safety, or welfare to a resident of a property operated by the Corporation. However, before the Board can terminate the Contract pursuant to this clause, the Board must first allow the Corporation 90 days to remedy any such problem.
3. The Board may terminate this Contract if Corporation defaults on any mortgage obligation regarding property acquired pursuant to this Contract, or if the Corporation is in violation of the terms and conditions of any contracts governing the acquisition of properties by the Corporation.
4. This Contract shall be terminable by the Board in its sole discretion upon the Corporation filing for bankruptcy, a foreclosure against any property of the Corporation, finding of insolvency, appointment of receiver, assignment for benefit of a creditor, and other insolvency situation rendering Summit Housing Development Corp, Inc. incapable of fulfilling their mission.

B. This Contract may be amended or modified only by written agreement of the parties.

C. In the event this Contract is terminated or not renewed according to the terms specified herein, the Board may require the Corporation to repay the value at the time of the termination or non-renewal of the Board's legal interest in property. The Corporation shall transfer the title of property acquired pursuant to this agreement to the Board to the extent that such transfer of title is necessary to repay the Board for its legal interest in such property pursuant to this clause.

ARTICLE VIII: DISPUTE RESOLUTION

In the event that a dispute arises under the provisions of this Contract, the parties shall follow the procedures set forth in the attachment entitled "Dispute Resolution" which is incorporated as part of this Contract. The time requirements may be changed by consent of all parties in writing.

ARTICLE IX: MISCELLANEOUS PROVISIONS

- A. The parties agree that the rights, duties, and responsibilities set forth herein shall not be assigned without the prior written consent of the other. The parties agree that this Contract is fully enforceable and binding in its entirety upon all entities which may acquire or be a successor in any way to either party.
- B. All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:
 - TO: Lisa Kamlowksy, Superintendent
Summit County Developmental Disabilities Board
89 East Howe Road
Tallmadge, Ohio 44278
 - TO: Tom Jacobs, Executive Director
Summit Housing Development Corporation
431 Broad Boulevard
Cuyahoga Falls, OH 44221
- C. This document and the attachments hereto set forth the full agreement between the parties and supersede all prior agreements or contracts between the parties.
- D. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer of tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless it is revised or terminated pursuant to Article VII of this Contract.
- E. At all times during the duration of this Contract, the Board and Corporation shall act as independent contractors in connection with the performance of their respective obligations under this Contract.

Summit County Developmental Disabilities Board:

Signature: _____

Name: Lisa Kamlowsky

Title: Superintendent

Date: _____

Summit Housing Development Corporation:

Signature: _____

Name: Tom Jacobs

Title: Executive Director

Date: _____

Attachment A

DISPUTE RESOLUTION
DUE PROCESS PROCEDURES

The following process is to be used to resolve any and all disputes that may arise from the Contract process.

1. The Board and the Corporation shall first meet informally and confer in good faith to attempt to resolve any problems or disputes which may arise during the course of the Contract.
2. This dispute resolution process may be initiated by either a representative of the Board or a contract provider and is intended to provide a formal mechanism for addressing matters dispute when more informal means have been unsuccessful.
3. Issue for which this formal dispute resolution is invoked must relate in some manner to a specific provision of the Contract process in relation thereto.
4. The party invoking this dispute resolution process shall do so by sending written notice to the Board/principle executive officer and board chairperson of the other Corporation, if applicable:
 - a. This written notice is to be sent within fourteen (14) calendar days of the time the matter of dispute took place the time the disputing party and opportunity to learn of the matter.
 - b. This written notice shall state explicitly that the formal dispute resolution process called for in this policy is being invoked.
 - c. This written notice shall identify the specific action or inaction which is being contested and reference the specific provision which is allegedly being violated.
5. Within fourteen (14) calendar days of the receipt of such written notice, the Board, and the Corporation, or chief executive officer of the Corporation. Shall meet to resolve the matter in dispute.
6. If these two individuals are unable to resolve the matter within the allotted fourteen (14) calendar days, they each shall commit to writing their understanding of what points of dispute remain and of the facts and any relevant documentation which bear on this matter.

These written statements, along with notice of impasse, shall be submitted to the Chairperson of both organizations (if applicable) within twenty-one (21) days of original filing of written notice.

7. The Board shall arrange for a joint meeting of the Board of Trustees or specified delegates of the Board of Trustees and the Corporation and members of the Corporation board, if applicable, to review the matter of dispute and attempt to resolve it.
 - a. This meeting shall take place at a mutually agreeable time, but not later than forty-five (45) days after the initial filing of the dispute notice.
 - b. Both the Board and the Corporation shall select their respective representatives to the joint meeting.
 - c. In addition, the Board and the Corporation, or principal executive officer of Corporation, shall be invited to participate in this joint meeting.
 - d. Any preliminary resolution of the dispute growing out of this joint meeting, assuming that full satisfaction by both organizations may be subsequently required, shall be committed to writing and signed by the Chairpersons of both organizations.
8. By mutual consent, a third-party mediation procedure may be incorporated into the dispute process. This may occur at such time as resolution cannot be reached at Step 7.

SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE MONTH ENDED JANUARY 31, 2022 AND 2021

	1/31/2022			1/31/2021		
	2022	2022	YTD \$	2021	2021	YTD %
	ANNUAL	YTD	BUDGET	ANNUAL	YTD	BUDGET
	BUDGET	ACTUAL	REMAINING	BUDGET	ACTUAL	REMAINING
OPERATING REVENUE						
PROPERTY TAXES	\$ 53,893,961	\$ -	\$ 53,893,961	\$ 53,454,163	\$ -	\$ 53,454,163
REIMBURSEMENTS	8,703,840	333,054	8,370,786	6,344,000	267,723	6,076,277
GRANTS	1,805,317	41,538	1,763,779	1,683,639	-	1,683,639
REFUNDS	-	365	(365)	-	1,973	(1,973)
OTHER RECEIPTS	37,932	10,931	27,001	85,000	75,267	9,733
TOTAL REVENUE	\$ 64,441,050	\$ 385,888	\$ 64,055,162	\$ 61,566,802	\$ 344,963	\$ 61,221,839
OPERATING EXPENDITURES						
SALARIES	\$ 20,032,262	\$ 1,682,601	\$ 18,349,661	\$ 18,967,852	\$ 1,529,897	\$ 17,437,955
EMPLOYEE BENEFITS	8,067,946	261,305	7,806,641	7,816,538	236,948	7,579,590
MEDICAID COSTS	28,400,000	-	28,400,000	24,300,000	4,897,718	19,402,282
DIRECT CONTRACT SERVICES	7,302,641	317,447	6,985,194	9,089,940	242,265	8,847,675
INDIRECT CONTRACT SERVICES	1,921,331	75,740	1,845,591	1,860,242	75,304	1,784,938
SUPPLIES	432,060	13,153	418,907	445,602	18,755	426,847
TRAVEL AND TRAINING	297,300	18,571	278,729	341,460	2,170	339,290
UTILITIES	348,000	16,970	331,030	535,000	26,251	508,749
RENTALS	7,000	-	7,000	8,245	-	8,245
ADVERTISING	145,000	2,600	142,400	136,000	4,230	131,770
OTHER EXPENSES	335,420	7,500	327,920	332,635	-	332,635
EQUIPMENT	65,000	-	65,000	112,000	-	112,000
REAL PROPERTY IMPROVEMENT	100,000	174,415	(74,415)	200,000	13,398	186,602
TOTAL EXPENDITURES	\$ 67,453,960	\$ 2,570,302	\$ 64,883,658	\$ 64,145,514	\$ 7,046,936	\$ 57,098,578
NET REVENUES AND EXPENDITURES	\$ (3,012,910)	\$ (2,184,414)		\$ (2,578,712)	\$ (6,701,973)	
BEGINNING FUND BALANCE		ACTUAL				
PLUS: REVENUE	\$ 63,723,040	\$ 63,723,040				
LESS: EXPENDITURES	64,441,050	385,888				
ENDING FUND BALANCE	\$ 60,710,130	\$ 61,538,626				

**SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE MONTH ENDED JANUARY 31, 2022
(Rounded)**

An evenly distributed monthly budget			
Evenly distributed budget remaining for eleven months			
			8.3%
			91.7%
Revenue:			
1	Property Taxes:	Approximately 49% of the annual property tax collection is expected in March or April.	
2	Grants:	Incremental reimbursement of expenses associated with the Strong Families Safe Communities Grant.	\$ 41,500
3	Other Receipts:	Public auction proceeds for the sale of antiquated or surplus computer equipment.	10,700
Expenditures:			
4	Employee Benefits:	January is a premium holiday month realizing a cost benefit for medical and dental costs.	(422,900)
5	Direct Contract Services:	Grants awarded to providers to help offset DSP appreciation and retention activities and COVID costs.	19,600
6	Indirect Contract Services:	Annual licensing fee with Cornerstone OnDemand for the Talent Management System that includes applicant tracking, employee performance and learning modules.	42,400
7	Real Property Improvement:	Additional cost for patio and roof repairs at the Barberton and Cuyahoga Falls locations.	174,400

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 27, 2022

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, January 27, 2022
5:30 p.m.

The **annual organizational meeting, combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, January 27, 2022 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **annual organizational meeting** convened at 5:35 p.m.

BOARD MEMBERS PRESENT

Meghan Wilkinson	Tami Gaugler
Denise Ricks	Allyson V. James
Jason Dodson	Gregg Cramer
Dave Dohnal	

ALSO PRESENT

Lisa Kamlowsky, Superintendent	Joe Eck, Director of Labor Relations & Risk Management
James Armstrong, Director of Legal Svs.	Danyelle Conner, Director of Human Resources
Holly Brugh, Director of SSA & EI	Drew Williams, Director of Community Supports & Development
Mira Pozna, Director of Legal Services	Maggi Albright, Recording Secretary and others
Russ DuPlain, Director of IT & Facilities	
Billie Jo David, Director of Communication & Quality	

I. WELCOME NEW BOARD MEMBER

Mrs. Gaugler introduced and welcomed Summit DD's newest Board Member, Gregg P. Cramer. Mr. Cramer was appointed by County Executive Ilene Shapiro/County Council to his first term effective January 1, 2022 through December 31, 2025. He is the Vice President of Economic Development at the Greater Akron Chamber. Mr. Cramer is a resident of Summit County and is married with two adult children. Mr. Cramer remarked he is pleased to serve on this Board.

II. ELECTION OF OFFICERS.

Mrs. Gaugler thanked Ms. Wilkinson for serving as the Nominating Committee to collect 2022 Board officer nominations. The Nominating Committee had requested Board Members, including those who held officer positions in 2021, reach out if interested in serving in an officer position in 2022.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 27, 2022

ANNUAL ORGANIZATIONAL MEETING *(continued)*

II. ELECTION OF OFFICERS *(continued)*

A slate of officers in which one candidate was nominated for each position was presented. Mrs. Gaugler called for additional nominations. Hearing none, Ms. Wilkinson reported the 2022 Summit DD Board Officer nominations are:
President: Dave Dohnal, Vice-President: Tami Gaugler, and Secretary: Jason Dodson.

RESOLUTION No. 22-01-01

Mr. Dodson moved that the election of Board Officers for 2022 be approved, as

<u>follows:</u>	<u>President:</u>	<u>Dave Dohnal</u>
	<u>Vice President:</u>	<u>Tami Gaugler</u>
	<u>Secretary:</u>	<u>Jason Dodson</u>

The motion, seconded by Ms. Wilkinson, was unanimously approved.

III. ETHICS COMMITTEE

An Ethics Committee is needed for 2022 and requires that at least one Board Member who serves on this committee does not have a family member who receives services. This committee is advisory to the Board and is limited to reviewing expenditures that might benefit Board Members or their families and staff who hold secondary employment with provider agencies to ensure there is no conflict of interest. The recommendation is for Allyson V. James, Meghan Wilkinson and Jason Dodson to serve on the Ethics Committee in 2022. Ms. Wilkinson asked if she is eligible to serve on this committee since she is the parent of two children who are service recipients. Superintendent Kamlowsky replied that Ms. Wilkinson is eligible to serve on this committee and noted that should any topics that involve payments or funding that would benefit her children/family be reviewed she would abstain from participating. All accepted the recommendation.

RESOLUTION No. 22-01-02

Mr. Dodson moved that the Board Members appointed to serve on the Ethics Committee in 2022 are as follows:

<u>Meghan Wilkinson</u>
<u>Allyson V. James</u>
<u>Jason Dodson</u>

The motion, seconded by Mr. Cramer, was unanimously approved.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 27, 2022

ANNUAL ORGANIZATIONAL MEETING (continued)

IV. ASSIGNMENT OF BOARD MEMBERS TO SUPERINTENDENT COMMITTEES

The Finance & Facilities, Services & Supports and HR/LR Committees are advisory committees to the Superintendent. Board Members were asked to identify their preferences relative to where they were interested in serving in 2022. The following Superintendent Committee assignments were proposed:

Finance & Facilities Committee: Tami Gaugler, Allyson V. James, Jason Dodson
HR/LR Committee: Dave Dohnal, Meghan Wilkinson
Services & Supports Committee: Dave Dohnal, Denise Ricks, Gregg Cramer

Mr. Dohnal asked Board Members if they are satisfied with the 2022 committee assignments. Hearing no objections, the proposed committee assignments for 2022 stand. Mrs. Albright will develop a meeting schedule for 2022 committees and distribute as soon as possible.

V. BOARD MEMBER DECLARATIONS AND CODE OF ETHICS AND CONDUCT

Individuals appointed or reappointed to serve on county developmental disabilities boards are required by the Ohio Revised Code (ORC) Section 5126:024 to provide a Declaration of Eligibility to serve upon appointment or reappointment. Best practice recommends this document be reviewed and signed by each Board Member on an annual basis versus solely upon appointment or reappointment. Additionally, Summit DD Board Members agreed to sign a Code of Ethics and Conduct each year at the time Declarations are signed. Mrs. Albright has distributed both documents to Board Members for signatures. Board Members were requested to sign and return the documents to her at their earliest convenience.

The annual organizational meeting adjourned at 5:42 p.m.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 27, 2022

WORK SESSION

The **work session meeting** of the Summit County Developmental Disabilities Board convened at 5:42 p.m.

I. INTRODUCTION OF NEW SUMMIT DD DIRECTOR

Superintendent Kamlowsky introduced James W. Armstrong, Summit DD's new Director of Legal Services and a member of the Executive Leadership Team (ELT). Mr. Armstrong is the former Mayor of the City of Munroe Falls where he was responsible for a \$6.5 million dollar budget and implementation of policies and programs to residents. Mr. Dohnal welcomed Mr. Armstrong on behalf of the Board.

II. PRIMARY SOLUTIONS CONTRACT

Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application to manage billing activities and for tracking individuals served by the Board. Summit DD also uses OhioDD.com/OhioDD.net provided by Primary Solutions for tracking billing and utilization of services. The combined annual license cost in 2022 for Gatekeeper and OhioDD.com will be \$60,588, which is a 6% decrease over 2021 costs. Summit DD has also budgeted \$8,000 for customized work and training. The total cost of the 2022 Primary Solutions contract is in an amount not to exceed \$68,588. Funds are available in the budget and the Primary Solutions contract has been recommended for approval by the January Finance & Facilities Committee.

III. SUMMIT HOUSING DEVELOPMENT CORPORATION (SHDC) ADMINISTRATIVE AGREEMENT

Summit Housing Development Corporation (SHDC) is a private, not-for-profit corporation with the purpose of developing, acquiring and managing affordable housing for individuals with developmental disabilities. Summit DD and SHDC have a long history of collaboration with a shared purpose of ensuring a variety of affordable residential options are readily available when individuals have housing needs. SHDC currently owns and serves as landlord for approximately 120 homes in Summit County in which about 300 individuals with developmental disabilities reside. The Ohio Department of Developmental Disabilities (DODD) makes capital assistance funds available to county boards to assist them in acquiring housing for individuals receiving community-based support services. In order to access state funding, county boards must have a contract with either a non-profit corporation specifically chartered to develop housing for individuals with disabilities or a local housing authority. Summit DD and SHDC have a good relationship, communicating and exchanging information on a regular basis to ensure alignment relative to housing needs for individuals in Summit County. The request is for the Board to authorize a three-year Administrative Agreement with SHDC for acquisition of residential property, as needed.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 27, 2022

WORK SESSION *(continued)*

III. SUMMIT HOUSING DEVELOPMENT CORPORATION (SHDC) ADMINISTRATIVE AGREEMENT *(continued)*

The Agreement would be effective January 1, 2022 through December 31, 2024. This agreement allows both parties to access state capital assistance funding and identifies obligations of both parties. The agreement also includes language that allows the Board to work with SHDC relative to home maintenance and improvements so that individuals can maintain the best quality of life. The agreement has been recommended for approval by the January Finance & Facilities Committees.

IV. 2022 SUMMIT DD ACTION PLAN

The 2022 Action Plan was built around the four priority areas identified in Summit DD's 2022-2024 Long Range Plan, approved by the Board in December. Those priority areas are supporting children and adults with intensive needs, supporting the provider community, innovation of services, and an internal culture of innovation and accountability. There are 28 action items outlined in the 2022 Action Plan, including:

- A program review of Summit County's Early Intervention Program
- Implement the new Ohio Individual Service Plan
- A new pilot to support co-workers as natural supports with a local employer
- A new model home to demonstrate remote supports
- A new curriculum to develop independent living skills
- On demand support for those with the most intensive needs
- Fully deploying the recruitment program for Direct Service Professionals
- A new employee advisory group to promote a sense of belonging for all employees
- A new client information management system to support a mobile workforce

Superintendent Kamlowksy noted an employee advisory group will be formed in 2022 to look at diversity, equity and inclusion (DEI) from a work, community, supervisory and peer perspective. Ms. James asked if the committee will be voluntary.

Superintendent Kamlowksy replied it is currently in the planning stage, however there are 12-15 engaged staff who would like to assist in moving this effort forward.

V. 2022 OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) MEMBERSHIP DUES

The OACB is a 501(c)(6) non-profit organization that provides advocacy, communications, professional development and technical assistance to all 88 county boards of developmental disabilities in Ohio. OACB was founded in 1984 and is governed by a board of trustees comprised of county board members and superintendents. A few highlights of OACB's work in 2021 include:

- Advocacy surrounding the state biennial budget, provider rate increase, vaccine availability, workforce crisis strategies, statewide ISP

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 27, 2022

WORK SESSION *(continued)*

V. 2022 OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) MEMBERSHIP DUES *(continued)*

- Communications support in the areas of Covid-19 tracking and reporting, state and federal policy changes, statutory rule changes/impact on county boards
- Technical assistance relative to long-term planning, board member training, accreditation and various trainings targeted to assist SSA staff fulfill their professional duties
- Profession development opportunities offered through a spring conference, annual convention, and health, safety, welfare and abuse awareness/prevention trainings for county boards, providers and individuals with disabilities.

Annual membership dues are allocated to each county based on the number of individuals served in that county. Summit DD is one of the largest counties in the State with 2022 OACB membership dues of \$95,480, which represents an increase of \$2,780 over last years dues. This is the first dues increase since 2019. Dave Dohnal served as an OACB Trustee for a number of years and was recently re-elected to begin serving again in 2022 representing the third largest counties. Mr. Dohnal commented that OACB offers a high value to county boards across the state, staff are fully dedicated and it is not a typical trade association; this is money well spent. Funds are available in the budget and the January Finance & Facilities Committee recommend approval of payment of the 2022 dues.

VI. DECEMBER FINANCIAL STATEMENTS

Expenditures in December included payment of \$181,000 in provider DSP appreciation grants, \$258,100 for patio and roof repairs at the Barberton and Cuyahoga Falls locations, \$42,700 in annual licensing, maintenance and support fees, \$14,500 for County chargebacks for annual internal audit fees and \$22,500 for annual county financial audit fees. Year-end balances for other funds are Gifts and Donations \$58,263, Medicaid Reserve \$2,914,247, Permanent Improvement Fund \$3,144,854, and Escrow/Bid Deposits \$1,602. Mr. Dodson asked about anticipated spenddown of the \$3.1M in the Permanent Improvement Fund. Mrs. Pozna replied that most will be spent and noted funds are being tracked and are on budget relative to renovations of the Barberton and Cuyahoga Falls facilities. Mr. Dodson asked about the buyer and sale price of the Bath Center. Superintendent Kamlowsky replied the sale price is \$900,000. Mr. DuPlain added the buyer is a local engineering company called TKM. This organization is currently working with a lender and no issues are anticipated. December ended with a balance of \$5,957,451 and a fund balance of \$63,723,040. The December financial statements have been recommended for approval by the January Finance & Facilities Committee.

The work session adjourned at 6:00 p.m.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 27, 2022

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 6:00 p.m.

I. PUBLIC COMMENT

Leslie Frank, a parent and former Summit DD staff, welcomed Mr. Cramer and Mr. Armstrong to the team and commented Summit DD has a very cohesive, engaged Board. She asked about the SHDC Administrative Agreement. Mr. Williams replied that SHDC homes are rented to individuals with disabilities residing in Summit County and vacancies are filled based on housing needs. Mrs. Frank commented she is pleased there will be an employee advisory group for DEI. She also mentioned the DSP shortage and thanked the Board for its ongoing efforts of support. Mrs. Frank stated she is happy the Board is continuing its participation with OACB; that organization is a wealth of information. She thanked Mira Pozna for her work with the Agency's finances and for explaining them in a way all can understand.

II. APPROVAL OF MINUTES

A. DECEMBER 16, 2021 (combined work session and regular meeting)

RESOLUTION **No. 22-01-03**

Mrs. Wilkinson moved that the Board approve the minutes of the December 16, 2021 combined work session and regular meeting. The motion, seconded by Mrs. Gaugler, was unanimously approved.

III. BOARD ACTION ITEMS

A. 2022 SUMMIT DD ACTION PLAN

RESOLUTION **No. 22-01-04**

Ms. James moved that the Board approve Summit DD's 2022 Action Plan. The motion, seconded by Mrs. Ricks, was unanimously approved.

B. 2022 OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) MEMBERSHIP DUES

RESOLUTION **No. 22-01-05**

Mr. Dodson moved that the Board approve payment of the 2022 OACB annual membership dues in the amount of Ninety-Five Thousand Four Hundred Eighty Dollars (\$95,480) and that the Superintendent be authorized to take steps necessary to effectuate said payment. The motion, seconded by Mrs. Gaugler, was unanimously approved.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 27, 2022

BOARD MEETING *(continued)*

III. BOARD ACTION ITEMS *(continued)*

C. DECEMBER FINANCIAL STATEMENTS

RESOLUTION

No. 22-01-06

Mrs. Gaugler moved that the Board approve the December Financial Statements. The motion, seconded by Ms. Wilkinson, was unanimously approved.

IV. SUPERINTENDENT'S REPORT

Superintendent Kamlowsky mentioned that ELT met with Gregg Cramer earlier this week for new board member orientation. She thanked Mr. Cramer for taking time to meet in person and for his commitment to serve on the Board.

Superintendent Kamlowsky advised the Board she has been working with OACB staff to schedule meetings with local legislators to talk about some of the issues facing county boards such as DSP staffing shortages and Medicaid rate reimbursements. A virtual call with Representative Bill Roemer is scheduled for next Friday and others should be scheduled soon.

Superintendent Kamlowsky mentioned that there is language in a Bill passed by the Ohio Senate that could reinstate remote meetings for public entities. If the House passes the Bill in the coming weeks, it would be effective through June 30th. More information will be provided as it becomes available.

On Saturday, January 29th the SSA Department is hosting an open house at the Administration building from 1:00-3:00 as a Weaver Tribute. This will provide an opportunity for anyone in the community to stop in and tour the facility.

On February 24th staff will participate in a virtual all agency in-service where Agency achievements and staff service milestones are celebrated. The guest speaker this year will be Magistrate Jennifer Towell.

Summit DD is sponsoring the 32nd Annual Akron Rotary Chili open to be held at Hale Farm on February 5th from 1:00-3:00. This event raises funds for children with special needs to attend Rotary Camp. The event offers arctic golf, food, beverages, prizes and fun for all.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 27, 2022

BOARD MEETING *(continued)*

V. PRESIDENT'S COMMENTS

Mr. Dohnal remarked he is honored to be nominated as Board President and thanked his colleagues for their confidence in him. He welcomed Mr. Cramer and Mr. Armstrong and stated they will be highly impressed with the skill, dedication and professionalism of the Board and staff; they are some of the most hardworking, dedicated people he has met. Mr. Dohnal commented that he is looking forward to working with Superintendent Kamlowksy. It will be a great year with lots of good work on behalf of individuals with disabilities.

VI. EXECUTIVE SESSION

RESOLUTION

No. 22-01-07

Mr. Dodson moved that the Board enter into Executive Session in compliance with Sunshine Laws, 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. The motion was seconded by Mrs. Ricks.

Roll call: Wilkinson-yes, Dohnal-yes, Cramer-yes, Ricks-yes, Gaugler-yes, James-yes and Dodson-yes.

The regular session of the Board Meeting adjourned at 6:12 p.m.

The Board entered Executive Session at 6:15 p.m.

The Board Meeting reconvened at 6:20 p.m.

VI. ADDITIONAL ACTION ITEM

A. EMPLOYMENT CONTRACT – MIRA POZNA

RESOLUTION

No. 22-01-08

Mr. Cramer moved that the Board approve a contract of employment with Mira Pozna, Director of Fiscal Services, for the period April 16, 2022 through April 15, 2024. The motion, seconded by Mr. Dodson, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:22 p.m.

Jason Dodson, Secretary