

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

AGENDA

Administrative Board Room
2355 2nd Street, Cuyahoga Falls, OH
Monday, November 17, 2025
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. SUMMIT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES CASE MANAGER CONTRACT
Attachment #1
- II. ADVANCED BEHAVIOR CONSULTING CONTRACT
Attachment #2

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

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

- III. NORTHEAST OHIO NETWORK (NEON) CONTRACT
Attachment #3
- IV. SUCCESS4KIDZ CONTRACT
Attachment#4
- V. BRITTCO CONTRACT AMENDMENT
Attachment #5

NEW ACTION ITEMS FOR BOARD CONSIDERATION

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

- VI. SUMMIT HOUSING DEVELOPMENT CORPORATION BLANKET HOUSING AGREEMENT AMENDMENT **Attachment #6**
- VII. NORTH COAST COMMUNITY HOMES BLANKET HOUSING AGREEMENT
Attachment #7
- VIII. OCTOBER FINANCIAL STATEMENTS
Attachment #8

BOARD MEETING

I. CALL TO ORDER – ROLL CALL

Youssef ____ Dodson ____ James ____ Gaugler ____ Ricks ____ Cramer ____ Briggs ____

II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS

III. PUBLIC COMMENT

IV. APPROVAL OF MINUTES

- A. OCTOBER 16, 2025 (combined work session/regular board meeting)
Attachment #9

RESOLUTION #25-11-01 – Resolved that the Board approve the minutes of the October 16, 2025 combined work session/regular meeting.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Dodson ____ James ____ Gaugler ____ Ricks ____ Cramer ____ Briggs ____ Youssef ____

V. BOARD ACTION ITEMS

- A. NORTHEAST OHIO NETWORK CONTRACT
Attachment #3

RESOLUTION #25-11-02 – Resolved that the Board approve a contract with Northeast Ohio Network for calendar year 2026 in an amount not to exceed Five Hundred Forty-Six Thousand Dollars (\$546,000), and that the Superintendent be authorized to sign said contract.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

James ____ Gaugler ____ Ricks ____ Cramer ____ Briggs ____ Youssef ____ Dodson ____

BOARD MEETING *(continued)*

V. BOARD ACTION ITEMS *(continued)*

B. SUCCESS4KIDZ CONTRACT **Attachment #4**

RESOLUTION #25-11-03 – Resolved that the Board approve a contract with Success4Kidz Therapy for calendar year 2026 in an amount not to exceed Five Hundred Six Thousand Five Hundred Dollars (\$506,500) and that the Superintendent be authorized to sign said contract.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Gaugler ____ Ricks ____ Cramer ____ Briggs ____ Youssef ____ Dodson ____ James ____

C. BRITTCO CONTRACT AMENDMENT **Attachment #5**

RESOLUTION #25-11-04 – Resolved that the Board approve a contract amendment with Brittco for calendar year 2026 in an amount not to exceed Seventy-Six Thousand Two Hundred Dollars (\$76,200) and that the Superintendent be authorized to sign said contract amendment.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Ricks ____ Cramer ____ Briggs ____ Youssef ____ Dodson ____ James ____ Gaugler ____

D. SUMMIT HOUSING DEVELOPMENT CORPORATION BLANKET HOUSING AGREEMENT AMENDMENT **Attachment #6**

RESOLUTION #25-11-05 – Resolved that the Board approve an amendment to the blanket housing agreement with Summit Housing Development Corporation for the period January 1, 2025 through December 31, 2027 and that the Superintendent be authorized to sign said contract amendment.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Cramer ____ Briggs ____ Youssef ____ Dodson ____ James ____ Gaugler ____ Ricks ____

BOARD MEETING *(continued)*

V. BOARD ACTION ITEMS *(continued)*

E. NORTH COAST COMMUNITY HOMES BLANKET HOUSING AGREEMENT **Attachment #7**

RESOLUTION #25-11-06– Resolved that the Board approve a blanket housing agreement with North Coast Community Homes for the period January 1, 2026 through December 31, 2028 and that the Superintendent be authorized to sign said contract.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Briggs ____ Youssef ____ Dodson ____ James ____ Gaugler ____ Ricks ____ Cramer ____

F. OCTOBER FINANCIAL STATEMENTS **Attachment #8**

RESOLUTION #25-11-07 – Resolved that the Board approve the October Financial Statements.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Youssef ____ Dodson ____ James ____ Gaugler ____ Ricks ____ Cramer ____ Briggs ____

VI. SUPERINTENDENT'S REPORT

A. SERVICE SATISFACTION SURVEY **Attachment #10**

B. MISCELLANEOUS UPDATES

C. PROPOSED 2026 BOARD MEETING SCHEDULE **Attachment #11**

VII. PRESIDENT'S COMMENTS

BOARD MEETING *(continued)*

VIII. EXECUTIVE SESSION

RESOLUTION #25-11-08 – Resolved that the Board enter into Executive Session in compliance with Sunshine Law, Ohio Revised Code 121.22, Section G, Subsection (1) to discuss the employment of public employees. Upon reconvening, the Board may or may not conduct additional business.

Motion: _____ Second: _____

ROLL CALL VOTE: Dodson ____ James ____ Gaugler ____ Ricks ____ Cramer ____
Briggs ____ Youssef ____

IX. POSSIBLE ADDITIONAL ACTION ITEM

A. EMPLOYMENT CONTRACT EXTENSIONS

RESOLUTION #25-11-09 – Resolved that the Board authorize the Superintendent to extend certain employment contracts through March 1, 2026 in accordance with attachment #12.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

James ____ Gaugler ____ Ricks ____ Cramer ____ Briggs ____ Youssef ____ Dodson ____

X. ADJOURN

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Contract with Department of Job and Family Services (DJFS) for direct staff support to Summit DD staff and eligible individuals.	Contract supports a dedicated DJFS worker for Summit DD which improves access to services provided by the agency.	Approval of contract for a DJFS dedicated worker effective January 1, 2026 to December 31, 2026. Contract amount not to exceed \$92,500.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: All Medicaid Enrollees

Amount of Increase: \$2,500

This contract is between Summit DD and the Summit County Department of Job & Family Services (DJFS), a collaboration that has been in effect since 2013.

Summit DD receives assistance from a dedicated DJFS caseworker whose sole responsibility is to assist Summit DD staff and eligible individuals with Medicaid enrollment, Medicaid waivers, food assistance programs, and access to various other DJFS programs. Individuals and families have a direct connection with the DJFS worker and do not have to go through the Akron office for support. The SSA department also has direct access to this worker daily and this worker also runs a monthly report that is shared with Summit DD regarding individuals Medicaid redetermination date. Summit DD uses this information to ensure individuals complete the required paperwork to keep their Medicaid eligibility and enrollment on a waiver.

The dedicated DJFS worker provides over 300 individuals and SSAs with support each month.

The 2026 contract cost has increased \$2,500 to align with the salary and benefits of the JFS worker currently assigned to Summit DD. Total contract amount not to exceed \$92,500.

Funds are available in the 2026 budget.

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

Submitted By: Holly Brugh

Date: November 2025

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

**County of Summit Department of Job and Family Services
1180 South Main Street, Suite 102
Akron, Ohio 44301**

CASE MANAGER AGREEMENT

County of Summit Developmental Disabilities Board

Effective Date: January 1, 2026 – December 31, 2026

Amount: (Paid to CSDJFS \$92,500.00)

County Board of Control Directive: N/A as paid to CSDJFS

County Council Resolution: 2021-094

**AGREEMENT
BETWEEN**

**COUNTY OF SUMMIT
AND
COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD
(FY 2026)**

This Agreement entered into by and between the County of Summit Ohio (“County”) on behalf of the County of Summit Department of Job and Family Services (CSDJFS), having its principal place of business located at 1180 South Main Street, Suite 102, Akron, OH 44301, and **County of Summit Developmental Disabilities Board**, having its principal place of business located at **2355 Second Street, Cuyahoga Falls, Ohio 44221** (Company).

WHEREAS, Company desires assistance with the application process for Medicaid Programs and Services for Company’s patrons residing in Summit County; and

WHEREAS, Company desires to engage the services of CSDJFS experienced Case Managers to utilize the CSDJFS computer system.

NOW, THEREFORE, in consideration of mutual and valuable benefits exchanged, the undersigned parties do hereby agree as follows:

1. Company will engage the services of up to one (1) full time employee (FTE) CSDJFS Case Manager. **This Agreement shall be in effect for one (1) year commencing on January 1, 2026, and ending on December 31, 2026.** CSDJFS and Company shall engage in discussions of Renewal Agreement terms and conditions at least sixty (60) days prior to the expiration of the term.

Should at any time the work volume become unmanageable for one (1) Case Manager, this agreement will be amended to add another full time, or part time, worker upon written consent of both parties.

2. **Company’s worksite located at 2355 Second Street, Cuyahoga Falls, Ohio 44221, will utilize up to one (1) FTE Case Manager up to forty (40) hours per week.** The Case Manager will work one hundred percent (100%) of the time, which is invoiced by CSDJFS to Company, processing applications for Medicaid Programs and Services.

The Case Manager will work either at the Company’s worksite, CSDJFS offices or other locations, as agreed upon by both parties prior to the commencement of services. CSDJFS Case Manager will not work at Company worksite/s during pandemics, or under conditions deemed unsafe.

3. Company shall appoint a contact person for the Case Manager. Any and all communication regarding a Case Manager’s work performance shall be through the Case Manager’s chain of command.

4. The Case Manager shall continue to be responsible for his/her/their responsibilities at CSDJFS including attending required meetings and performing other duties as required by the supervisor.
5. Case Manager vacations and/or extraordinary time off will be arranged with CSDJFS and coordinated with Company.
6. If an assigned full time Case Manager is unable to report to work for a period longer than fourteen (14) days for any reason other than vacation, then CSDJFS will provide a substitute Case Manager to Company within a reasonable period of time. If a replacement Case Manager is not provided by CSDJFS within a reasonable period of time, Company shall not be responsible for payment for the period that no one is available.
7. CSDJFS will provide, maintain and assure each Case Manager has a laptop computer with Ohio Benefits Worker Portal for the purpose of application processing and case maintenance.
8. Company will provide private office space, office furniture, locking file cabinets, a telephone and a copier for each Case Manager at its site.
9. Compensation and Payment.

A. CSDJFS will be responsible for Virtual Private Network (VPN) Box installation and maintenance costs and **Company will maintain reliable broadband internet connection services, and be responsible for all costs related to such for the term of the Agreement**, to enable Case Manager internet connection at Company's worksite with Ohio Department of Job and Family Services (ODJFS) Ohio Benefits Worker Portal for the purpose of application processing and case maintenance.

B. **Company will be responsible for Case Manager's salary, including benefits, in an amount not to exceed Ninety-Two Thousand Five Hundred Dollars and 00/100 (\$92,500.00).** The reimbursement provided to CSDJFS shall be on a quarterly basis.

Invoices shall be submitted to Company on a quarterly basis by CSDJFS with a delineation of the compensation paid by CSDJFS to the CSDJFS Case Manager. Company shall reimburse CSDJFS within thirty (30) days of receipt of the invoices.

- C. Reimbursement amounts are subject to change depending on, but not limited to, the following list of possible employment status changes:
- a. Employee termination
 - b. Employee promotion
 - c. Annual cost of living increases
 - d. Bargaining Unit Agreement contractual obligations/terms (example,

- step increases)
- e. Increases or decreases in the cost of employment benefit plans

Furthermore, Company acknowledges such employment status changes can occur at anytime during the term of this Agreement. Company shall be responsible for any change in benefits and/or wages upon notification by CSDJFS of such changes. CSDJFS shall notify Company before the effective date of any increases for the CSDJFS Case Manager.

In the event a CSDJFS Case Manager is terminated, CSDJFS shall replace such Employee as soon as it is economically practicable.

- 10. Independent Contractor. Nothing contained in this Agreement shall be construed to be or create a joint venture or partnership between Company and CSDJFS. The relationship of Company to CSDJFS under this Agreement is that of independent Contractor.
- 11. Responsibility for Audit Exceptions. Company agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state or federal audit authority directly related to the provisions of this Agreement.
 - A. Company shall submit such audits, monitoring, quality assurance or other reports as requested in writing by County during the Agreement period. Company agrees to a special audit of expenditures if requested by the Director of the Department of Job and Family Services on the basis of evidence of misuse or improper accounting of funds.
- 12. Equal Opportunity/Non-Discrimination. Company expressly represents that its employees, agents, representatives, and any other party working on its behalf shall comply with all applicable federal and State of Ohio non-discrimination, intimidation, and equal employment opportunity laws, statutes, rules, regulations, and executive orders, as amended. Company certifies it does not maintain, and it will not permit its employees or Participants from performing services at any segregated facilities.
- 13. HIPAA as Amended by the American Recovery and Reinvestment Act of 2009 (ARRA). Company hereby acknowledges that as a business associate as defined in HIPAA, those laws and regulations under HIPAA, as amended by the ARRA, apply directly to Company. Company also acknowledges HIPAA requires that all entities subject to HIPAA laws and regulations, as amended by the ARRA, notify their members regarding their privacy rights and that it is the entity's responsibility to safeguard its members' protected health information (PHI). Further, Company warrants that it will comply with all federal laws, statutes, rules, regulations and any subsequent amendments that govern health plans, health care companies and health care clearinghouses. Company recognizes the following provisions of HIPAA, as amended by the ARRA, apply:
 - A. Company is subject to the requirement to maintain reasonable and appropriate administrative, technical, and physical safeguards (1) to ensure the integrity and

confidentiality of the PHI, (2) to protect against any reasonably anticipated (i) threats or hazards to the security or integrity of the PHI; and (ii) unauthorized uses or disclosures of the information; and (3) otherwise to ensure compliance with HIPAA by the officers and employees of Company.

- B. Company is subject to periodic compliance audits with regard to HIPAA compliance.
 - C. Company is subject to appropriate self-disclosure obligations as defined by the ARRA when a breach of unsecured protected health information (PHI) occurs.
 - D. Company is subject to civil and criminal penalties when a breach of unsecured PHI occurs.
 - E. Company must adhere to restrictions on certain disclosures and sales of PHI, must account for PHI disclosures, and provide access to individuals to certain PHI if that information is kept in an electronic format.
 - F. Company can make certain contacts with individuals as part of health care operations related to marketing communication provided the communications adhere to conditions defined in the ARRA.
14. Conflict of Interest. Any officer, employee, or agent of the Company or of County or the CSDJFS who exercises any function or responsibilities in connection with the planning and carrying out of this Agreement or any other persons who exercise any functions or responsibilities in connection with this Agreement shall have no personal financial interest, direct or indirect, in this Agreement. Pursuant to 2 CFR Section 200.112, Company shall disclose in writing to County **CSDJFS Contract Administration Division** any potential conflict of interest and all violations of Federal Criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Additionally, Company will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
15. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
16. Cancellation. This Agreement may be canceled by either party upon thirty (30) days written notice to the other or upon the expiration of the agreed to contractual period.
17. Notice. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:

County of Summit
Director, Department of Law
175 South Main Street
Akron, Ohio 44308

County of Summit Developmental
Disabilities Board
2355 Second Street
Cuyahoga Falls, Ohio 44221

18. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in an Ohio Court of competent jurisdiction or the United States District Court for the Northern District of Ohio.
19. Waiver. If Company fails to perform an obligation, and the County waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by the County is not effective unless it is in writing signed by the County.
20. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
21. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
22. Insurance. Company will carry and maintain in force at all times relevant professional liability insurance and provide the County certificate of coverage for it.
23. Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, pandemic, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
24. Compliance. CSDJFS expressly represents that none of the Case Managers assigned to work at Company is currently under any investigation by any State or Federal Government agency for Medicare or Medicaid false claims, fraud or abuse. CSDJFS further expressly represents that its Case Managers assigned to Company have not been sanctioned by a state or federal government agency, that the Case Managers are not excluded from participating in the Medicare or Medicaid programs, and that no proceeding involving such sanctions or exclusion is pending at this time. CSDJFS also represents that in the event any such investigation is initiated on the Case Managers working at Company, it will notify Company immediately.
25. Entire Agreement, Modification and Severability. This written Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Agreement shall not be modified, except in writing signed by both parties. In the event that any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Agreement and shall be severable.

(End of text. Execution on following page.)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed. Electronic signatures shall have the same legal effect as handwritten ones. This Agreement may be executed in counterparts.

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES
BOARD

By: _____

Its: Superintendent
Title

Date: _____

DEPARTMENT OF JOB AND FAMILY
SERVICES

Terri Burns
Director

Date

Approved as to form:

COUNTY OF SUMMIT, OHIO

Brian K. Harnak, Director
Department of Law and Risk Management

Date

Ilene Shapiro
COUNTY EXECUTIVE

Date

RESOLUTION NO. 2021-094

SPONSOR Executive Shapiro

DATE April 12, 2021

COMMITTEE Human Services

A Resolution authorizing the Executive to execute Case Management Agreements with local services providers, for services provided by the Out-Stationed Eligibility Workers employed by Summit County Department of Job and Family Services, for the Executive, and declaring an emergency.

WHEREAS, the Executive's Department of Job and Family Services ("SCJFS") is routinely asked to enter into Case Management Agreements with local service providers (including Disproportionate Share Hospitals, Federally Qualified Health Centers, school-linked service centers and family support centers) to provide on-site case managers (referred to as "Out-Stationed Eligibility Workers"), to provide services including but not limited to, Medicaid eligibility determination and enrollment to certain qualifying low-income individuals; and

WHEREAS, SCJFS pays the upfront cost of such workers, and then under said agreements receives reimbursement for certain costs through Federal Financial Participation ("FFP") and provider donations as prescribed by relevant sections of state and federal law including OAC section 5160:1-2-06 and 42 CFR Sect. 435.904; and

WHEREAS, allowable costs for which SCJFS can receive reimbursement through FFP and donations include salaries, fringe benefits and training attributable to out-stationed activities; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that authorizing the Executive to execute Case Management Agreements with various local service providers, on a reimbursement of cost basis, is necessary and in the best interest of the County of Summit for the aforementioned reasons;

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State of Ohio, that:

SECTION 1

The Executive is hereby authorized to execute Case Management Agreements with various local service providers, on a reimbursement of cost basis, and any other related documents as may be necessary to provide requested services.

SECTION 2

This Resolution is hereby declared an emergency in the interest of the health, safety and welfare of the residents of Summit County, and for the further reason to immediately authorize Case Management Agreements to assist local service providers and residents with Medicaid eligibility determination and enrollment.

1 RESOLUTION NO. 2021-094

2 PAGE TWO

3
4 SECTION 3

5
6 Provided this Resolution receives the affirmative vote of eight members, it shall take
7 effect immediately upon its adoption and approval by the Executive; otherwise, it shall take
8 effect and be in force at the earliest time provided by law.

9
10 SECTION 4

11
12 It is found and determined that all formal actions of this Council concerning and relating
13 to the adoption of this Resolution were adopted in an open meeting of this Council, and that all
14 deliberations of this Council and of any of its committees that resulted in such formal action,
15 were in meetings open to the public, in compliance with all legal requirements, including Section
16 121.22 of the Ohio Revised Code.

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19 INTRODUCED March 29, 2021

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21 ADOPTED April 12, 2021

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25 CLERK OF COUNCIL

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PRESIDENT OF COUNCIL

APPROVED April 13, 2021

EXECUTIVE

ENACTED EFFECTIVE April 13, 2021

Voice Vote - YES: 11-0: Darrow, DeVitis, Dickinson, Donofrio,
Feeman, McKenney, Rodgers, Schmidt, Sims, Walters, Wilhite

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Agreement with Advanced Behavior Consulting, LLC	Providing consultative behavioral therapy services and supports to people served, families and providers.	Summit DD Board approves a contract with Advanced Behavior Consulting LLC for the period 1/1/2026 to 12/31/2026, for a total contract amount not to exceed \$185,000

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Supporting people served, families and providers.

Amount of Increase/Decrease: \$0

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-

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 supports three staff to maintain their Registered Behavior Technician certification and has trained fifteen Behavior Technicians. This has resulted in 32 individuals being able to maintain day services and 14 individuals have received consultative support ensuring the proper behavior supports are in place.

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

Submitted By: Drew Williams

Date: 11/3/2025

For: 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 training to SSA Department, families, providers, and community partners.
 2. Provide in-home and/or in the community consultative support to parents, individuals, providers, and community members.
 3. Provide support to teaming groups that review the needs of individuals and develop strategies to address those needs.
 4. Complete and submit referral and response summaries for all cases.
 5. Meet with Summit DD staff to discuss new and current referrals as needed.

- 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 EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$185,000.00)** and is limited to Summit DD'S 2026 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, 2026 through December 31, 2026**.
- 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>
Administration of Family Engagement Program by North East Ohio Network (NEON) Council of Governments (COG). Also includes Annual dues for NEON services.	<ul style="list-style-type: none"> Flow Through for the Family Engagement Program Fiscal administration of the Family Engagement Program Annual Dues 	<ul style="list-style-type: none"> Approve contract with NEON for the fiscal administration of the Family Engagement Program and annual dues in an amount not to exceed \$546,000 for the period of January 1, 2026 through December 31, 2026.
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p>Service Area: SSA</p> <p># of Individuals Currently Served: 776</p> <p>Amount of Decrease: \$363,000</p> <p>NEON is a council of governments (COG) established under the authority of Chapter 167 of the Ohio Revised Code. The primary purpose of NEON is to coordinate the power and duties of the member boards to better benefit and serve individuals with developmental disabilities in each of the NEON counties.</p> <p>Summit DD contracts with NEON to act as a flow through for reimbursement of funds to individuals and families using the Family Engagement Program (FEP). These funds allow individuals ages 0-22, without Medicaid waivers, the ability to access funding which they can use to participate in activities that enhance their lives. In 2026, reimbursable activities will include: summer camps, community programs, school activities, therapy, specialized equipment and technology supports.</p> <p>Funding was depleted this year earlier than anticipated due to overwhelming demand and increased utilization. The recommendation moving forward is to reduce the amount each youth may access from \$1800 to \$1000 and from \$2500 to \$1500 for a family who has more than one child. Costs incurred by families to access typical community clubs, classes, and memberships (i.e. zoo memberships) will no longer be reimbursable through this program.</p> <p>Families pay for the goods/services up front and are reimbursed for their documented expenses. This contract allows NEON to deposit funds directly into a parent's or guardian's account for the reimbursement.</p> <p>The total amount allocated to NEON in 2026 for the Family Engagement Program is \$500,000 which is a \$363,000 decrease from 2025 allocation. The number of participants is not expected to change, so the administrative fee of \$38,000 remains the same.</p> <p>The contract amount also includes Summit DD's Annual Dues of \$8,000.</p> <p>Total contract amount: \$546,000. Funds are in the 2026 budget.</p> <p style="text-align: center;">Recommended for approval by the October Finance & Facilities and Services & Supports Committees.</p>		

Submitted By: Holly BrughFor: Superintendent/Assistant Superintendent X Finance & Facilities CommitteeDate: October 2025 X Services & Supports Committee HR/LR Committee

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
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 our evidence-based early intervention model.	Recommend that the Board approve a one-year contract with Success4Kidz Therapy for the period 1/1/26 to 12/31/26, for a total contract amount not to exceed \$506,500.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Early Intervention

of Individuals Currently Served by S4K OT and PT: Between 250-315

Amount of Increase: \$0

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 and Developmental Specialists 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 Focus Area in the Community Supports and Development Department for children in childcare centers.

In the past 8 months, S4K has completed approximately 2,188 (avg 255-295 monthly) home/telehealth visits, consultations, and evaluations acting as both the primary service provider and secondary service provider. Success 4 Kidz serves as the primary service provider for 195-225 families monthly and as secondary service provider for 40-65 families. They also serve 15-25 children 3-5 years old, as well as collaborating with the Early Childhood Focus Area to help promote inclusion in childcare centers as well as consult with RSS/SSA on children as needed.

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 2026 budget.

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

Submitted By: Holly Brugh

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

Date: October 2025

 X Services & Supports Committee

 HR/LR Committee

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Funding for 2026 contract and allocation of resources	Annual maintenance & licensing fees for Summit DD's main servicing application	The Board approve the request to enter into a contract extension with Brittco for an amount not to exceed \$76,200 in 2026
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p><i>Total Cost:</i> Not to exceed \$76,200 in 2026</p> <p><i>Summary:</i></p> <p>Summit DD uses the Brittco system as its main application for supporting individuals we serve and managing related billing activities.</p> <p>The monthly cost for Brittco in 2026 will continue to be \$6,350. This is a fixed price that will not increase. This will result in an annual cost of \$76,200 in 2026, which includes the test site, tech support, and training when needed.</p> <p>It is recommended that the Board approve the request to enter into a contract extension with Brittco for licensing in 2026 for an amount not to exceed \$76,200. This was budgeted for and funding is available in the 2026 annual budget.</p> <p style="text-align: center;">Recommended for approval by the October Finance & Facilities and Services & Supports Committees.</p>		

Submitted By: Russ DuPlainDate: October 2025For: Superintendent/Assistant Superintendent X Finance & Facilities Committee Services & Supports Committee HR/LR Committee

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Availability of community-based housing options for individuals	Contract amendment between Summit DD and Summit Housing Development Corporation to support the availability of housing options.	Recommend approval of an amendment to the blanket agreement with Summit Housing Development Corporation
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p><i>Service Area:</i> Community-based housing options for individuals <i># of Individuals Currently Served:</i> 252 <i>Amount of Increase/Decrease:</i> \$0</p> <p>As a result of a statewide review of blanket agreements between County Boards of Developmental Disabilities and Housing Development Corporations, it was determined that additional language needed to be incorporated. Among the changes was the inclusion of a lease agreement between the Ohio Public Facilities Commission and the Department of Developmental Disabilities.</p> <p>The updated language does not affect Summit Housing Development Corporation's ability to acquire community-based housing using Community Capital Assistance funds. Furthermore, when housing acquisitions occur, Summit DD will continue to approve each purchase and serve as the pass-through entity for the funds.</p> <p style="text-align: center;">Recommended for approval by the November Services & Supports Committee.</p>		

Submitted By: Drew WilliamsDate: 11/6/2025
 For: ☐ Superintendent/Assistant Superintendent
☐ Finance & Facilities Committee
☒ Services & Supports Committee
☐ HR/LR Committee



FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is made this ____ Day of November, 2025, by and between the Summit County Developmental Disabilities Board (hereafter “Summit DD”), 2355 2nd Street, Cuyahoga Falls, Ohio 44221, and Summit Housing Development Corporation, (hereafter “Contractor”) with its principal offices located at 431 Broad Boulevard, Cuyahoga Falls, Ohio 44221 .

WHEREAS, the Parties entered into an Agreement per Board Resolution No. 24-10-05 for the period January 1, 2025 to December 31, 2027 for the distribution of State of Ohio Community Capital Assistance Funds to facilitate individual choices for persons with disabilities in the selection of their own residential housing (Contract) and

WHEREAS, a review of this Contract rendered the conclusion that certain provisions must be added to the Contract.

WHEREAS, due to this review of the existing contract, the Parties desire to amend said Agreement,

NOW, THEREFORE, the Parties agree to amend said Agreement as follows:

1. Article III (Corporation Obligations), Section B, subsection 3, shall be modified to include the following sentence:

The Contractor agrees to be bound by the terms and conditions of all agreements between the Board and DODD regarding the use of community assistance funds and the terms and conditions of the Amended and Restated Series II Lease Agreement by and between the OPFC, the Ohio Department of Mental Health, and DODD and any applicable Supplemental Agreements (collectively, “Lease Agreement”) (copy attached hereto and incorporated herein as Exhibit A). In the event of conflict with this Contract, the agreements between the Board and DODD and the Lease Agreement will control.

2. Article III (Corporation Obligations), Section B, shall be modified to include new subsection 13:

The Contractor shall not use any property conveyed to it pursuant to the Agreement for any purpose save provision of housing to individuals served by the Board. The Contractor and the Board will not, without the prior written consent

of the OPFC and DODD and an opinion of OPFC's bond counsel that such will not adversely affect the tax-exempt status of the Mental Health Capital Facilities Bonds, assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of a property acquired with community assistance funds without replacement or substitution; provided that this paragraph will not require the prior written consent of the OPFC or DODD or an opinion of bond counsel for SHDC and the Board to pledge or grant a security interest in a property to secure financing for its acquisition or improvement.

3. Article III (Contractor Obligations), Section B shall be modified to include new subsection 14:

The Contractor shall give written notice to the Board if title to or temporary use of a Residence or any part of the Residence is taken under the exercise of the power of condemnation or eminent domain by any governmental body or person, firm or corporation acting under government authority. The notice must describe the nature and extent of the taking.

Section 3.08 of the Lease Agreement also requires the Board and SHDC to give written notice to DODD if title to or temporary use of the Residence or any part of the Residence is taken under the exercise of the power of condemnation or eminent domain by any governmental body or person, firm or corporation acting under governmental authority. The notice must describe the nature and extent of the taking. Any proceeds received from a condemnation or eminent domain award shall be used to repair or restore the Residence. In the event the entire Residence is taken under the exercise of the power of condemnation or eminent domain, the proceeds may be used to acquire a substitute/replacement property. If all of the proceeds are not used to repair, restore or acquire a substitute/replacement property, the proceeds are to be paid to DODD for deposit in the Series II Bond Service Account.

If any portion of a condemnation or eminent domain award is not used to repair or restore the Residence and the unspent funds are remitted to DODD, the Contractor's promissory note to the Board for that Residence shall be reduced or released accordingly.

4. Article VII (Termination, Modification and Notice of Intent to Renew), Section A shall be modified to include a new subsection 5:

5. If the Contractor dissolves, the Board, and DODD, to the extent necessary, shall be a party to any judicial proceeding or dissolution agreement and the Board, or DODD, to the extent applicable, may be a distributee under any court order or agreement based upon the amount of community assistance funds provided to the Contractor pursuant to OAC 5123-1-03 or OAC 5123-1-05, or funds provided by the Board, and to the extent provided by law.

5. Except as provided in this Addendum, all other terms and conditions of the Contract shall remain in force and effect.

6. This Addendum shall be attached to the Contract.

Summit County Developmental Disabilities
Board

BY: _____
Lisa Kamlowsky, Superintendent

Date

Summit Housing Development Corporation

BY: _____
Heather Rice, Executive Director

Date

AMENDED AND RESTATED

**SERIES II
LEASE AGREEMENT**

between the

OHIO PUBLIC FACILITIES COMMISSION

and the

DEVELOPMENTAL DISABILITIES

THIS AMENDED AND RESTATED SERIES II LEASE AGREEMENT (this “Agreement”), made as of March 22, 2010, which amends, supplements and restates the hereinafter defined Original Lease, between the **OHIO PUBLIC FACILITIES COMMISSION** (“Commission”), duly created and existing under and by virtue of Chapter 151 of the Revised Code, and the **DEPARTMENT OF MENTAL HEALTH** and the **DEPARTMENT OF DEVELOPMENTAL DISABILITIES** (collectively, the Departments”), both duly created and existing as administrative departments of State government pursuant to Chapter 121 of the Revised Code:

WITNESSETH:

WHEREAS, pursuant to Chapter 154 of the Revised Code, including Section 154.20 thereof, the Commission may lease any capital facilities for mental hygiene and retardation, including housing for mental hygiene and retardation patients, to, and make or provide for other agreements with respect to the use or purchase of such capital facilities with, the Departments and, with the approval of the Director of the applicable Department, any governmental agency having authority under law to operate such capital facilities; and

WHEREAS, the Sections 154.02 and 154.20 of the Revised Code amended by Amended Substitute House Bill No. 699 of the 126th General Assembly to permit certain of the capital facilities for mental hygiene or retardation receiving state capital appropriations to also benefit from the use of Federal Low-Income Housing Tax Credits (“Tax Credits”) as a funding source for costs of capital facilities, the Commission and the Departments have determined that an amendment and restatement of the Series II Lease Agreement dated as of April 1, 1991 (the “Original Lease”), among the Commission and the Departments is required; and

WHEREAS, the conditions of Section 6.05 of the Original Lease to the amendment thereof have been met;

In consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

ARTICLE I

DEFINITIONS AND GENERAL PROVISIONS

Section 1.01 Definitions. Where used in this Agreement (including attachments to it), and in any amendment of this Agreement and in any Supplemental Agreement:

(a) The following words and terms shall have the following meanings unless otherwise provided or unless the context or use clearly indicates another or different meaning or intent:

“Act” means Chapter 154 of the Revised Code and Sections 2i and 16 of Article VIII of the Ohio Constitution.

“Agreement” means this Amended and Restated Series II Lease Agreement as from time to time amended and, unless the context indicates otherwise, includes all Supplemental Agreements.

“Authorized Officer” means any officer or employee of the Commission or the Departments or a Local Agency, as applicable, authorized under the circumstances to perform the particular act or to sign the particular document.

“Capital Facilities” means any capital facilities for mental health purposes for the financing of which the Commission is authorized to issue Obligations under the Act.

“Commission” means the Ohio Public Facilities Commission or any successor to it pursuant to law.

“Construction” or “constructed” means, as the case may be as to the particular Project, acquired, constructed, reconstructed, rehabilitated, remodeled, renovated, enlarged, improved, equipped and furnished.

“Departments” means the Department of Mental Health and the Department of Developmental Disabilities, or either of them.

“General Bond Resolution” means Resolution No. 1991-1 adopted by the Commission on March 25, 1991, as the same may be amended from time to time by the Commission.

“Local Agencies” mean those local governmental agencies or non-profit corporations for the financing of Capital Facilities for which the Commission is authorized to issue Obligations under the Act, or limited partnerships or limited liability companies acting in concert with such non-profit corporations and eligible to participate in the non-profit set-aside described in section 42(h)(5) of the Internal Revenue Code of 1986 and the Ohio Housing Finance Agency’s housing tax credit program for the purpose of making use of Tax Credits, subject to the approval referred to in division (G) of Section 154.20 of the Revised Code with respect to mental health purposes,

and when the context admits means one or more Local Agencies acting or to act under the circumstances.

“Mental health purposes” means purposes of mental hygiene and retardation, including housing for mental hygiene and retardation patients, under Sections 2i and 16 of Article VIII, Ohio Constitution.

“Original Lease” means the Series II Lease Agreement dated as of April 1, 1991, among the Commission and the Departments, as from time to time amended and, unless the context or use clearly indicates otherwise, includes all Supplemental Agreements.

“Project” or “Projects” means those Capital Facilities, or portions of Capital Facilities, all or part of the Project Costs of which have been or are to be paid from moneys, derived from Obligations issued pursuant to the Trust Agreement, in the Improvement Fund pursuant to appropriation acts of the General Assembly, and for the payment of which Project Costs the General Assembly has authorized the Commission to issue Obligations. “Project” includes any undivided portion of Capital Facilities, or portion of Capital Facilities to be used by a Department or a Local Agency, representing the part of Project Costs financed by Bonds or Notes.

“Project Costs” means costs of Projects constituting “costs of capital facilities” as defined in Chapter 154 of the Revised Code.

“Series I Agreement of Lease” means the Agreement of Lease between the Commission and the Departments (by the predecessor Department of Mental Hygiene and Corrections), dated as of June 1, 1970, and supplemental agreements to that Agreement of Lease.

“Supplemental Agreements” means Supplemental Agreements contemplated by Article V.

“Tax Credits” means Federal Low-Income Housing Tax Credits pursuant to the Internal Revenue Code of 1986, as amended.

“Using Agency” means, as to a particular Project, that Department or Local Agency that has or is to have the use of the Project, or that combination of Departments or of two or more Local Agencies or of the Department or Departments and one or more Local Agencies that have or are to have joint or shared use of the Project, as shown by the applicable Supplemental Agreement. If the Using Agency is not identified in a Supplemental Agreement, then the Using Agency shall be as shown (i) by the General Assembly act making the appropriation from the Improvement Fund for that Project, or (ii) by a use agreement relating to the Project and approved by the Using Department, or (iii) by the proceedings for release and disbursement of moneys from the Improvement Fund for Project Costs of that Project. If as to a particular Project there is more than one Using Agency, any act required or permitted to be performed with respect to that Project by a Using Agency under this Agreement shall be performed by the one or more

of the Using Agencies as designated for the purpose under any arrangement between them or under applicable law pertinent to the Project or the Using Agencies.

“Using Department” means that Department that is the Using Agency, or, if the case, that is the Department that must approve, or approve the financing with Obligations of, a Project for a Using Local Agency.

“Using Local Agency” means that Local Agency that is the Using Agency as to a particular Project.

(b) The following words and terms shall have the meanings assigned to them in Section 1 of the General Bond Resolution, an extract from which is attached as Exhibit A and constitutes part of this Agreement:

Act	Obligations
Administrative Service Fund	Outstanding Bonds, or Bonds
Bond or Bonds	outstanding
Bond proceedings	Patient Support Charges
Bond Service Account	person
Bond Service Charges	Required Reserve
Bond Service Fund	Series I Bonds
Fiscal Year	Series I Trust Agreement
Improvement Fund	Series II Bond Service Account
Mandatory Sinking Fund	Series Resolution
Requirements	Special Funds and Accounts
Notes	Trust Agreement

Section 1.02 Interpretations and References. Any reference in the Agreement to the Commission, the Departments, Using Department, Using Local Agency, or Local Agencies, or to their directors, governing boards, officers or members, or to others that are public boards, commissions, departments, institutions, agencies, bodies, entities or officers, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or otherwise are lawfully performing their functions.

Any reference in the Agreement to a section or provision of the Revised Code or to the Act or to law or to the laws of Ohio shall include that section or provision and that Act and those laws as from time to time amended, modified, revised, supplemented or superseded.

Unless the context otherwise indicates, words and terms in the Agreement, including those defined, importing the singular number include the plural number and vice versa, and the terms “hereof”, “herein”, “hereby”, “hereto” and “hereunder”, and similar terms, mean this Agreement.

References in this Agreement to Sections or Articles, unless otherwise stated, are to sections or articles of this Agreement.

Section 1.03 Duration of Agreement. This Agreement, and each and every provision of it, shall remain in full force and effect so long as there remain outstanding any Bonds or other Obligations issued by the Commission pursuant to the Trust Agreement to finance Project Costs or to refund Bonds or other Obligations previously issued for that purpose.

Section 1.04 Series I Agreement of Lease. The terms and provisions of this Agreement, including without limitation its provisions for rental payments, are separate from and in addition to, and do not and shall not be deemed to alter or impair, the terms and provisions of the Series I Agreement of Lease, including those provisions that may apply to particular Projects that are "Projects" under both this Agreement and the Series I Agreement of Lease.

ARTICLE II

FINANCING AND CONSTRUCTION OF PROJECTS

Section 2.01 Financing of Projects. The Commission agrees that it:

(i) Will finance Project Costs (less any portion of those Project Costs otherwise provided for) by the issuance of Obligations as and to the extent authorized by the General Assembly, and will cause the proceeds received from the sale of those Obligations (except any portions of those proceeds required by the Bond proceedings to be deposited to the credit of a Special Fund or Account) issued for the purpose to be deposited to the credit of the Improvement Fund; and

(ii) Will issue those Obligations at the times and in the amounts required, as determined by the Commission, to provide for paying those Project Costs as they become due and payable.

Section 2.02 Construction of Projects. The Departments agree, on behalf of the Departments and the applicable Using Local Agencies, that:

(i) They each, and the Using Local Agencies, will cause the Projects to be constructed with reasonable speed and dispatch in accordance with any applicable plans and specifications for them and in accordance with applicable law, procedures and rules.

(ii) No contract involving performance in accordance with plans or specifications shall be let until those plans and specifications have been approved by the Using Agency through its Authorized Officer, and no changes in those plans or specifications shall be made except upon such further approval by the Using Agency.

(iii) Upon completion, each Project shall be and shall be kept free and clear of all liens and encumbrances of every kind and character which may arise in connection with the work of any character performed in connection with the

construction and operation of the Project, including mechanics', laborers' and materialmen's liens and other liens of a similar nature.

Section 2.03 Payment of Project Costs. Payment of Project Costs to be paid from the Improvement Fund shall be made from moneys standing to the credit of the applicable Project account in the Improvement Fund, in accordance with applicable laws and rules or procedures of the Office of Budget and Management or of the Commission.

Section 2.04 Non-compliance With Above Sections. There shall not be non-compliance with Section 2.01, 2.02 or 2.03 if the construction of a Project is delayed by inability to secure needed labor or materials, or by stormy or inclement weather which delays completion of the Project, or by strikes, labor disputes, lockouts, work stoppages or like labor troubles which delay the same, or by acts of God, or by acts of neglect of the Using Department or Using Local Agency or their agents or employees, or by regulations, rules or restrictions imposed by any governmental agency or authority, or by fire or other similar catastrophe, or other similar delay beyond the control of the Using Department or the Using Local Agency, or their or its agents or contractors, or in the event of the inability of the Commission to issue Obligations to finance the Project Costs.

ARTICLE III

LEASE, OCCUPANCY, MAINTENANCE AND INSURANCE OF PROJECTS

Section 3.01 Lease of Projects. The Commission hereby leases to the applicable Using Department each of the Projects intended for its use or for which it is to be the Using Department, and that Using Department hereby takes and hires such Project from the Commission, for use and occupancy, or for use, by the applicable Using Agency. The Using Agency shall have the sole and exclusive right, license and privilege to use and occupy, or to use, that Project under this Agreement. Except as may be otherwise provided in this Agreement, each Project shall be held and maintained as Capital Facilities for mental health purposes during the lease term applicable to it.

Section 3.02 Lease Term.

(a) Except as may be otherwise provided in this Agreement, or in a Supplemental Agreement applying to a particular Project (as is expressly contemplated to be the case with respect to Capital Facilities having a shorter useful life) the term of the lease under this Agreement with respect to each Project shall be as follows:

(i) For each Project that is specifically identified by a Supplemental Agreement, the lease term shall commence as of the date of that Supplemental Agreement and expire as of the earlier of (A) 25 years from that date or (B) the date when all Bonds (including refunding Bonds) contemplated by a Supplemental Agreement in which that Project is identified no longer are outstanding.

(ii) For each Project that is not specifically identified by a Supplemental Agreement, the lease term shall commence as of the first date when moneys from the Improvement Fund are authorized, in accordance with applicable laws and rules or procedures of the Office of Budget and Management or of the Commission, to be expended for Project Costs of that Project, and shall expire as of the earlier of (A) 25 years from that date or (B) the date when all Bonds (including Refunding Bonds), any of the proceeds of which are expended for paying or refinancing those Project Costs, no longer are outstanding.

(b) Upon expiration of the lease term with respect to any Project;

(i) That Project shall no longer be deemed to be subject to the terms of, and the Commission shall have no further interest in that Project under, this Agreement; and

(ii) All right, title and interest in the Project shall merge with the ownership of its site, and the Using Agency shall have all right with respect to the Project in accordance with laws applicable to that Using Agency and with agreements concerning use of the Project to which that Using Agency may be a party.

Section 3.03 Maintenance, Protection, Repairs and Utilities.

(a) Neither the Commission, nor the Using Department except to the extent it is the Using Agency as to the particular Project, shall have any obligation whatever for or in any way be charged with:

(i) The maintenance or repair of or provision of utility services to, or any operating expense of any kind with respect to, any Project, it being understood that the Using Agency will provide therefor from moneys lawfully available to it for the purposes.

(ii) The provision of insurance of any kind for, or with respect to activities connected in or with, any Project. If the Using Department or Using Local Agency provides any such insurance, the Commission will have no right or interest in or to any proceeds from that insurance except as provided in Section 3.08.

(b) The Using Agency, during the lease term as to a Project, will itself and at its expense do the following or cause through others the following to be done:

(i) Keep or cause to be kept the Project in good order and condition (ordinary wear and tear excepted), and make all necessary or appropriate repairs, replacements and renewals of the Project;

(ii) Comply with all laws and rules, insurance policies, and regulations relating to, and obtain and maintain any governmental licenses and permits required for, the use, maintenance, repair and operation of the Project; and

(iii) Pay all costs, claims, damages, fees and charges arising out of its possession, use, operation or maintenance of the Project.

(c) The Using Agency will not do, or permit to be done, any act or thing which might materially impair the value of the Project or its continued character as a Capital Facility, will not commit or permit any material waste of the Project, and will not permit any unlawful occupation, business or trade to be conducted in or on the Project.

Section 3.04 Equipment and Furnishings.

(a) The Using Agency shall have the privilege of from time to time substituting furnishings, equipment and related property for any Capital Facilities constituting part of a Project. Any such substituted property shall become part of the Project for purposes of this Agreement, and the replaced Capital Facilities shall become the property of the Using Agency. The Using Agency shall also have the privilege of removing without substitution any Capital Facilities not financed from moneys in the Improvement Fund.

(b) In addition to the Capital Facilities the costs of which are included in Project Costs, the Using Agency may in its sole discretion and at its own expense (other than from the Improvement Fund, unless appropriated from that Fund) from time to time install additional movable personal property in or on a Project, which shall be and remain the sole property of that Agency, in which the Commission shall not have any interest, and which may at any time be modified or removed by that Agency at its sole discretion.

Section 3.05 Alterations and Additions. Subject to laws applicable to it, the Using Agency shall have the right at any time and from time to time, without liability to the Commission, to make, cause to be made or approve the making of such changes, alterations and additions (all of which shall be and become a part of the Project), structural or otherwise, to the Project as the Using Agency may consider necessary or desirable in connection with its use of the Project. Subject to Article II, the Using Agency shall promptly pay and discharge the costs of any such change, alteration or addition or otherwise take all appropriate steps for that payment, so that the Project will at all times be free and clear of liens as provided in Section 2.02(iii).

Section 3.06 Leases, Easements and Other Uses. The Using Agency shall have the right and privilege to grant, cause to be granted or approve the granting of such leases, easements and other rights with respect to a Project as it may under law grant or cause to be granted with respect to other similar property under its control, and may permit uses by others of a Project as it may permit under law with respect to other similar property. The exercise of this right and privilege is subject to this Agreement and the Bond proceedings, including any applicable

provisions relating to exclusion of interest on Obligations from federal income tax under the Internal Revenue Code.

Section 3.07 Other Rights and Responsibilities of Using Agency. Subject to the applicable provisions of this Agreement, the Using Agency shall have all rights with respect to a Project as it may have in accordance with law with respect to any other property, whether held in the name of the State or of the Using Agency or otherwise, devoted to the use or benefit of the Using Agency.

However, the Using Agency may not, without the prior written consent of the Commission (and, if applicable, the prior written consent of the Using Department) and an opinion of nationally recognized bond counsel that such will not adversely affect the exclusion of interest on Obligations from the gross income of the recipient for federal income tax purposes, assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of the Project without replacement or substitution; provided that this paragraph shall not require the prior written consent of the Commission or the Using Department or an opinion of bond counsel for a Using Agency to pledge or grant a security interest in a Project to secure financing for the completion or improvement of that Project.

The provisions of this Agreement imposing responsibilities on a Using Agency as to particular Projects or Capital Facilities shall be considered as a contractual responsibility and duty of the Using Agency upon that Agency's (and, if applicable, the Using Department's) requesting or participating in the request for release of moneys from the Improvement Fund for purposes of that Project. That duty shall be an enforceable duty of the Using Agency, and an enforceable duty of its director, governing board, officers and employees having authority to perform that duty, and to the extent applicable specifically enjoined by law resulting from an office, trust or station within the meaning of Section 2731.01 of the Revised Code (providing for enforcement by writ of mandamus).

Section 3.08 Damage, Destruction, Insurance.

(a) The Using Agency assumes all risk of loss of or damage to a Project from any cause whatsoever. No loss of or damage to, or defect in or unfitness or obsolescence of, a Project will relieve the Departments of the obligation to make rental payments during a lease term or the Departments or Using Agency of the obligation to perform any obligations under this Agreement.

(b) In case of damage to or destruction of a Project or any part of a Project, the Using Agency will promptly give or cause to be given written notice to the Commission and, if a Using Local Agency, to the applicable Using Department, generally describing the nature and extent of the damage or destruction. There shall be no abatement or diminution of rental payments by the Departments as a result of any such damage or destruction. Whether or not any net proceeds of insurance received on account of such damage or destruction is sufficient for the purpose, the Using Agency shall promptly commence and complete, or cause to be commenced and completed, the repair, restoration or replacement of the Project as nearly as practicable to the

value, condition and use existing immediately prior to the damage or destruction, with such changes or alterations as the Using Agency may consider necessary for its proper use and operation of the Project.

(c) In case of total destruction of a Project, the Using Agency shall apply or cause to be applied insurance proceeds, self-insurance and any other moneys available for the purpose, to the construction of replacement Capital Facilities to constitute the Project, unless that Using Agency purchases all interests of the Commission in the Project by paying to the Commission a pro rata amount of moneys expended on the Project from the Improvement Fund, determined as follows: (i) the total of those moneys divided by the number of years in the lease term applying to that Project (determined in accordance with Section 3.02), (ii) times the number of years then remaining or estimated by the Commission to remain in that lease term.

(d) Notwithstanding subsections (b) and (c) of this Section, the net proceeds of any insurance not reasonably promptly used or encumbered for the purposes stated in those subsections shall be paid to the Commission for deposit, as determined by the Commission, in the Series II Bond Service Account or Improvement Fund.

(e) If title to or the temporary use of a Project or any part of a Project is taken under the exercise of the power of condemnation or eminent domain by any governmental body or by any person, firm or corporation acting under any governmental authority, the Using Agency will promptly give written notice of the fact to the Commission, and, if a Using Local Agency, to the applicable Using Department, describing the nature and extent of such taking. Any net proceeds received from any such condemnation or eminent domain award shall be applied as provided above in subsections (b), (c) and (d) for insurance proceeds.

(f) Effective no later than July 1, 1992, during the applicable lease term the Using Local Agency shall keep or cause to be kept each Project for which it is the Using Agency continuously insured during the lease term with insurance coverage against loss or damage by fire, lightning, vandalism and malicious mischief and all other perils covered by standard "extended coverage" or "all risks" policies, in the amount of (a) the lesser of 100% of the replacement cost of the Project or (b) the then determined pro rata amount as determined and calculated under subsection (c) of this Section. This insurance may be under a blanket form of insurance policy insuring other Using Local Agency buildings (or, if the case, other buildings of the owner of the Project site if other than the Using Local Agency) and with any loss deductible used in connection with that blanket policy. Insurance shall be obtained and maintained by means of policies with generally recognized, responsible insurance companies or in conjunction with other companies through an insurance trust, consortium or other arrangements. The insurance companies must be qualified to do business in the State. Each policy of insurance shall be written so as not to be subject to cancellation, substantial modification or nonrenewal upon not less than 10 day advance written notice to the Using Local Agency, the applicable Using Department and the Commission. The Using Local Agency shall certify to and covenant with the applicable Using Department that the insurance required by this subsection has been obtained and is and will by renewal or replacement remain in full force and effect. In the event of cancellation of any such insurance, the Using Local Agency shall certify to the applicable

Using Department that such insurance has been replaced and that the replacement insurance is in full force and effect. All policies providing the required property insurance coverage shall contain standard mortgage clauses requiring all proceeds resulting from any claim for loss or damage to be paid to the Commission if not applied as provided in subsections (b) and (c) of this Section.

ARTICLE IV

RENTALS

Section 4.01 Time and Amounts of Rentals.

(a) The Departments agree to pay rentals to the Commission at the times and in the amounts provided for each Department in Supplemental Agreements. The parties contemplate that the Supplemental Agreements will make provision for rentals in amounts at least adequate to (i) meet the Bond Service Charges on the Bonds, (ii) establish and maintain any Required Reserve, (iii) provide for the purposes of the Administrative Service Fund, and (iv) provide for the payment of any principal of or interest on Notes not otherwise provided for. Notwithstanding the provisions of any Supplemental Agreement, the minimum rental required by this Agreement, but subject to the terms of this Agreement, shall at all times be in amounts and payable at times as shall be necessary for those purposes stated above.

(b) Notwithstanding subsection (a) of this Section, and unless otherwise provided by Supplemental Agreement, the amount of rentals to be paid at any time under Supplemental Agreements for credit to the Series II Bond Service Account shall be reduced by the amount then standing to the credit of that Account available and intended for current Bond Service Charges, but excluding amounts held for the payment of any past due Bond Service Charges or held and intended for payment of Bond Service Charges (such as pursuant to any Mandatory Sinking Fund Requirements) payable after the Bond Service Charges payment date with reference to which the particular rental payment is to be made.

(c) It is the understanding and agreement of the parties that the Departments will pay rentals required by this Agreement from moneys appropriated by the General Assembly for the purpose, and that the agreement of the Departments to pay those rentals during any period for which appropriations may lawfully be made by the General Assembly is effective and binding upon the respective Department only when and to the extent that moneys have been appropriated for that purpose and for that period.

(d) Rentals provided for in this Agreement and in Supplemental Agreements shall not be or be deemed to be abated, in whole or in any part, by reason of any damage to or destruction of any Project, any taking of all or part of a Project for other uses by condemnation or eminent domain or by operation of law, any disposal of all or any part of a Project, the fact that the Project has not been completed or its commencement or completion has been delayed or frustrated, or for any other reason.

Section 4.02 Application of Rentals.

(a) Rentals paid by the Departments shall be credited to Special Funds and Accounts as provided in the Supplemental Agreements or the Bond proceedings. Unless otherwise provided by Supplemental Agreement, all rental payments made under this Agreement in any Fiscal Year shall be deemed applicable, pro tanto, to rentals for all Projects, rather than on a first due - first paid basis, so that any deficiency in payment shall be deemed applicable to all Projects regardless of the fact that the payments were made in the amounts or at the time provided for in one or more Supplemental Agreements and must be and were credited to particular Special Funds or Accounts in accordance with those Supplemental Agreements or Bond proceedings.

(b) It is understood that Project Costs for a particular Project may be paid from the proceeds of two or more issues of Obligations, or that Project Costs of an enlargement, remodeling or other improvement of, or equipping or furnishing, an existing Project may be paid from the proceeds of additional Obligations. In each such case, the rentals provided for in a Supplemental Agreement are and are to be considered to be rentals for that undivided portion of the Project, or for that undivided portion of the building, structure or other improvement comprised of one or more Projects, the Project Costs of which were paid in whole or part from the proceeds of Obligations contemplated by that Supplemental Agreement. The expiration under Section 3.02 of the lease term with respect to a particular Project shall not impair or abate a lease term with respect to the same or improved Project resulting from the use of proceeds of an additional issue of Obligations.

Section 4.03 Reports and Related Steps Pertaining to Rentals.

(a) Annually and on or before the first day of each Fiscal Year, the Commission is to submit to the Departments a written report, prepared and signed by the Treasurer of State and confirmed by the Director of Budget and Management on behalf of the Commission, setting forth the rental to become due from each Department (subject to the lawful availability of appropriations for that rental) as of each rental payment date as established under Supplemental Agreements during the ensuing three Fiscal Years. That report shall state the following relating to amounts of rental:

- (i) The amount payable based on the Bond Service Charges payable;
- (ii) The deduction, pursuant to Section 4.01(b), from the amount determined under subparagraph (i) as of the next rental payment date;
- (iii) The net amount payable under subparagraphs (i) and (ii);
- (iv) Any amount to be payable in order to establish or maintain any Required Reserve;
- (v) Any amount to be payable with respect to principal of or interest on any Notes;

(vi) The amount to be payable for purposes of the Administrative Service Fund, including any amounts to be paid from that Fund to the federal government as, in lieu of, or in addition to rebate under the Internal Revenue Code in connection with Obligations; and

(vii) The total of the amounts determined under sub-paragraphs (iii) through (vi), as of each such date and in the aggregate for each Fiscal Year.

(b) Prior to the issuance of any Additional Bonds (or issuance of Notes, if any amount under (a)(v) above is affected thereby), and upon any determination of the Commission that a different amount than last reported under (a)(ii), (iv) or (vi) above will be required, the Commission shall submit to the Departments a revised report, prepared, signed and confirmed as provided above, setting forth the data required by (a)(i) through (vii) above. Each revised report will from its date supersede the next previous report made under this Section.

(c) Each report shall state, as of each rental payment date, the respective amounts of rental to be credited to each Special Fund or Account in accordance with the Supplemental Agreements or Bond proceedings.

(d) The Departments agree that they will include in their budgets the amounts, at the dates, and for credit to the Special Funds and Accounts, as shown in the reports by the Commission provided pursuant to this Section.

(e) Promptly following the issuance of Obligations, the Commission shall cause to be prepared and submitted to the Departments a schedule relating to those Obligations showing, for their full terms, the Bond Service Charges if Bonds, or, if Notes, the estimated Bond Service Charges on the Bonds anticipated.

(f) Each Department agrees that all amounts required at the respective dates for credit to the Special Funds and Accounts, as shown in the reports provided for in this Section, will be included in the estimated budgets of the respective Department for the State budget estimates prepared by the Director of Budget and Management and submitted to the Governor and the State budget submitted by the Governor to the General Assembly, as provided in the Revised Code and any other applicable provisions of law.

(g) On the first day of each Fiscal Year, or as soon thereafter as is practicable, each Department shall submit to the Director of Budget and Management an appropriate voucher or order for all payments to be made by the Department to the Commission pursuant to this Agreement and all Supplemental Agreements during the period of the then current appropriations made to the Department for those purposes and as shown by the reports submitted under this Section. That voucher or order shall set forth the amounts and dates of those payments, and the amounts of those payments to be credited to the respective Special Funds and Accounts. If the Director of Budget and Management finds the voucher or order to be correct he shall, as provided by law, encumber the appropriations made for the purpose and certify the same to the Treasurer of State for all those payments to be made at the times and for credit to the Special

Funds and Accounts as set forth in that voucher or order. The applicable Department shall supplement or correct those vouchers or orders, for submission to the Director of Budget and Management, to reflect each revised report submitted by the Commission to the Department under this Section.

(h) The reports required by this Section may be combined with reports required by Section 4.04 of the Series I Agreement of Lease so long as the amounts required by subsection (a)(i) through (v) of this Section and the equivalent amounts required under the Series I Agreement of Lease are separately stated.

ARTICLE V

SUPPLEMENTAL AGREEMENTS

Section 5.01 Purpose. The parties contemplate that from time to time and at or prior to the issuance of an issue of Obligations, they will enter into a Supplemental Agreement (or an amendment to, or amendatory or superseding Supplemental Agreement to replace, the one or more Supplemental Agreements entered into with respect to Projects the Project Costs of which were financed by Obligations to be retired or refunded from the proceeds of the Obligations then to be issued) identifying the Obligations to be issued and any Projects to be financed by the proceeds of those Obligations, making any special provisions for lease terms applying to particular Projects or categories of Projects, providing for the amounts and times for payment of rentals, and identifying or referring to the Special Funds and Accounts to which those rentals are to be credited. Any Supplemental Agreement may provide additional covenants and provisions and agreements between the parties.

Section 5.02 Effect. Each Supplemental Agreement shall constitute a part of this Agreement with the same force and effect as if incorporated in this Agreement. Notwithstanding any other provision of this Agreement or of any Supplemental Agreement, a Supplemental Agreement shall terminate and cease to be part of this Agreement when, and only when, all of the Obligations (including refunding Obligations) identified in or contemplated by that Supplemental Agreement to finance Projects to which it relates in accordance with the Bond proceedings are no longer outstanding.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01 Merger of Interest. So long as the term of the lease with respect to any Project, as determined in accordance with Sections 3.02, 4.02 and 5.02, has not expired, the leasehold or other interests or estates in that Project created under the Agreement shall not be merged or deemed to be merged with any reversionary or other interest or estate of the Departments or the Using Agency or others in that Project.

Section 6.02 Surrender of Right of Re-Entry. The Commission hereby waives, relinquishes and releases any and all rights it may have of re-entry or to take or retake possession

of any Project, and covenants and agrees not to exercise any such rights in the event of failure to make payment of rental or in the event of any other default by the Departments or a Using Agency under this Agreement.

Section 6.03 Lease Is Net Lease. It is agreed and understood that this Agreement and Supplemental Agreements constitute, and shall for all purposes be deemed and construed to be, a net lease of the Projects. Notwithstanding anything in this Agreement or in any Supplemental Agreement to the contrary, it is intended and agreed that all rentals to be paid by the Departments shall be net payments. The Commission is not to, and shall not be required to, expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, operation, insurance, repair, restoration, reconstruction or protection of any Project or any part of any Project, and those net payments of rentals shall be free of any deductions and without abatement, deduction or set-off other than those expressly provided in the Agreement.

Section 6.04 Certain Provisions of Agreement Executory. The provisions of this Agreement and any Supplemental Agreements requiring or contemplating the payment and expenditure of moneys:

(i) By the Departments, or by Using Local Agencies that are governmental agencies, shall be deemed executory to the extent of the moneys available for the purpose to the Departments and those Using Local Agencies, respectively. No monetary liability on account thereof shall be incurred by the Departments beyond moneys legally available for those payments and expenditures.

(ii) By the Commission shall be deemed executory to the extent that the Commission shall have moneys derived from the proceeds of sale of Obligations or other sources available for the purposes, and no monetary liability on account thereof shall be incurred by the Commission beyond moneys legally available for those expenditures.

Section 6.05 Reserved Right of Amendment. Notwithstanding any other provision of this Agreement, the Commission and the Departments reserve the right to modify or amend the Agreement, including any Supplemental Agreement, in any manner. However, no modification or amendment shall impair or reduce the minimum rental requirements stated in Section 4.01.

Section 6.06 Notices. All notices required or authorized to be given pursuant to this Agreement or any Supplemental Agreement shall be in writing and shall be delivered personally or mailed to the main office of the party or parties to be notified.

Section 6.07 Severability. In case any section or provision of this Agreement, or any or part of any covenant, stipulation, obligation, agreement, act or action, made, assumed, entered into or taken under this Agreement or any application thereof, is for any reason held to be illegal or invalid or inoperable, that illegality or invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Agreement or any other covenant, stipulation,

obligation, agreement, act, or action or part thereof, made, assumed, enter into, or taken under this Agreement, which shall be construed and enforced as if the illegal or invalid or inoperable portion were not contained in it. Any such illegality or invalidity or inoperability of any application thereof shall not affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 6.08 Not Debts of State. Anything to the contrary in this Agreement or in any Supplemental Agreement notwithstanding, any obligation of the Commission, Departments or Using Agencies created by or arising out of the Agreement shall not be a debt or pledge of the faith and credit of the State, and shall not grant or be deemed to grant the Commission, the Departments, Using Agencies or holders of Bonds or Notes, or any other persons, any right to have the General Assembly levy any excises or taxes or appropriate any moneys for the payment or meeting of that obligation.

Section 6.09 Relationship Among Parties and Using Local Agencies. Nothing contained in this Agreement shall (i) create, or be deemed or construed by the parties or by any third person to create, the relationship of principal and agent or of partnership or of joint venture or of any similar association among the Commission, the Departments and the Using Local Agencies or other persons or between any of them, or (ii) impair any additional obligations imposed on a Using Local Agency under any other agreement between a Department and that Using Local Agency.

Section 6.10 Copies to and Binding Effect Upon Using Local Agencies. Before approving a Project as to which a Local Using Agency is the Using Agency, the Using Department shall provide to that Using Local Agency a copy of this Agreement or extracts of this Agreement the Commission determines are applicable to that Project. The Using Local Agency agrees that it is and will be bound to all those provisions applying to the Using Agency for that Project.

Section 6.11 Implementing Procedures. Attached Appendix A, incorporated as part of this Agreement, provides certain implementing procedures pursuant to this Agreement. That Appendix may be amended or superseded by Commission action from time to time without need for formal amendment of this Agreement.

(signature pages follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of March 22, 2010, but actually on the dates of the respective acknowledgments attached.

Witnesses:

OHIO PUBLIC FACILITIES COMMISSION

By: _____
Director of Budget and Management and
Secretary of the Ohio Public Facilities
Commission

Witnesses:

DEPARTMENT OF MENTAL HEALTH

By: _____
Director

Witnesses:

**DEPARTMENT OF DEVELOPMENTAL
DISABILITIES**

By: _____
Director

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2010, by J. Pari Sabety, Director of Budget and Management and Secretary of the Ohio Public Facilities Commission.

Notary Public

[Seal]

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2010, by Sandra Stephenson, Director of the Ohio Department of Mental Health.

Notary Public

[Seal]

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2010, by John L. Martin, Director of the Ohio Department of Developmental Disabilities.

Notary Public

[Seal]

EXHIBIT A

EXTRACT OF GENERAL BOND RESOLUTION DEFINITIONS

“Act” means Chapter 154 of the Revised Code, together with the provisions of any act or resolution of the General Assembly authorizing or limiting the issuance of Bonds or other Obligations, as the same may be amended, modified, revised, supplemented or superseded from time to time.

* * *

“Administrative Service Fund” means the Administrative Service Fund established by the Commission in the custody of the Treasurer of State for the payment of those expenses of the Commission identified in Section 12 of the Series I General Bond Resolution and in Section 7.

* * *

“Bond” or “Bonds” means any Bond, or all of the Bonds, or an issue or series of Bonds, as the case may be, of the State issued pursuant to the General Bond Resolution and any Series Resolution.

* * *

“Bond proceedings” means the General Bond Resolution, Trust Agreement, the applicable Series Resolution and Supplemental Trust Agreement, and other resolutions, Credit Support Instruments, and agreements and leases, and amendments of and supplements to or any combination of them, authorizing or providing for the terms and conditions applicable to, or providing for the security for, liquidity or sale of, or the terms contained in, the Bonds.

* * *

“Bond Service Account” or “Series II Bond Service Account” means the Series II Bond Service Account so designated in the Bond Service Fund and created in Section 5.

“Bond Service Charges” means the principal, Accreted Amount, interest and any redemption premium required to be paid by the State on the Bonds, and includes any Mandatory Sinking Fund Requirements. In determining Bond Service Charges for a Fiscal Year or any other period, Mandatory Sinking Fund Requirements for that Fiscal Year or period shall be taken into account, and principal maturities or interest or Accreted Amount payments for which Mandatory Sinking Fund Requirements are imposed and complied with in a prior Fiscal Year or period, to that extent, shall be excluded.

“Bond Service Fund” means the Mental Health Bond Service Trust Fund created by Section 154.20 of the Revised Code in the custody of the Treasurer of State, including the accounts in it provided for in Section 5.

* * *

“Fiscal Year” means a period of 12 consecutive months commencing on the first day of July of any year and ending on the last day of June of the following year, or, as to be evidenced for purposes of the Trust Agreement by a certificate of an Authorized Officer filed with the Trustee, such other consecutive 12-month period as may hereafter be established as the fiscal year of the State for budgeting, appropriations and accounting purposes.

“Improvement Fund” means the Mental Health Facilities Improvement Fund created by Section 154.20 of the Revised Code in the custody of the Treasurer of State.

* * *

“Mandatory Sinking Fund Requirements” means amounts required by any Series Resolution to be deposited to the Bond Service Fund and credited to the Bond Service Account in any Fiscal Year for the purpose, as provided in that Series Resolution, of retiring, at their stated maturities or by mandatory prior redemption or other prior retirement, principal or Accreted Amount maturities of Bonds, or of paying interest or interest equivalent on Bonds, which by the terms of the Bonds are due and payable in any subsequent Fiscal Year.

“Notes” means notes issued by the Commission in anticipation of the issuance of Bonds.

“Obligations” means bonds or notes or other evidences of obligation, including Bonds and Notes and Series I Bonds, issued by the Commission to provide money to pay costs of capital facilities or to fund or refund Obligations previously issued pursuant to the Act.

* * *

“Outstanding Bonds” or “Bonds outstanding” or “outstanding” as applied to particular Bonds, to Bonds of any series or to all Bonds, means, as of any date, the Bonds to which the reference applies and which have been authenticated and delivered, or are then being authenticated and delivered, by the Trustee under the Trust Agreement except:

(i) Bonds cancelled or retained in safekeeping upon surrender, exchange or transfer, or cancelled by reason of payment or redemption on or prior to that date;

(ii) Bonds, or the portion of Bonds, for the payment, redemption or purchase for cancellation of which sufficient moneys have been deposited prior to that date with the Treasurer of State, Trustee or Paying Agents (whether upon or prior to the maturity or redemption date of those Bonds), or which are deemed to have been paid or caused to be paid, as provided in Article IX of the Agreement; provided (a) that if those Bonds are to be redeemed prior to their stated maturity, notice of that redemption has been given or arrangements satisfactory to the Trustee have been made for giving that notice, or waiver of that notice satisfactory in form to the Trustee has been filed with the Trustee, and (b) that if those Bonds are to be purchased for cancellation, a firm offer for sale stating the price has been received and accepted; and

(iii) Lost, stolen, mutilated or destroyed Bonds in lieu of which others have been authenticated (or payment when due of which is made without replacement) under the Agreement.

* * *

“Person” means any natural person, firm, corporation, public body or other entity, and any combination of those persons.

* * *

“Required Reserve” means any reserve for payment of Bond Service Charges on any Bonds, or series or two or more series or part of a series of Bonds, that may be provided for in the applicable Series Resolution, which Required Reserve may be provided for by deposit of moneys or Eligible Investments in a Special Fund or Account or by a Credit Support Instrument or by any combination of the foregoing.

* * *

“Series I Bonds” means the bonds issued pursuant to the Series I Trust Agreement.

* * *

“Series I Trust Agreement” means the trust agreement dated August 1, 1970 between the Commission and BancOhio National Bank, Columbus, Ohio, as trustee, including the Series I General Bond Resolution set forth in it, and all supplemental trust agreements entered into pursuant to it.

“Series Resolution” means a resolution of the Commission authorizing the issuance of Bonds in accordance with the General Bond Resolution, and includes any resolution or certificate providing for or evidencing the award and specific terms of Bonds authorized by that Series Resolution.

“Special Funds” or “Special Funds and Accounts” means the Bond Service Fund and accounts in that Fund, and any other funds or accounts, including, without implied limitation, a reserve fund or account providing a Required Reserve, permitted by, established under or identified in the Trust Agreement or a Series Resolution or Supplemental Trust Agreement.

* * *

“Trust Agreement” means the Trust Agreement between the Commission and the Trustee, dated as of April 1, 1991, including the General Bond Resolution set forth in it, and the Supplemental Trust Agreements, as the same may be amended, modified or supplemented.

* * *

APPENDIX A

IMPLEMENTING PROCEDURES

A. DEFINITIONS

Section 1. Incorporating Definitions. Except when the context indicates otherwise, words and terms as used in these Implementing Procedures have the meanings assigned to them in the Agreement to which attached.

Section 2. Additional Definitions. Except when the context indicates otherwise, the following additional terms as used in these Procedures shall have the following meanings:

“Controlling Board” means the Controlling Board created by Section 127.12 of the Revised Code.

“Project Account” means an account established in the Improvement Fund as provided by Section 3 below.

“Designated Agency” means a governmental agency designated by Section 6 below, or by the Agreement, or by rule or directive of the Commission, for the management or performance of particular functions.

B. PROJECT ACCOUNTS

Section 3. Establishing Project Accounts. Consistent with authority provided in appropriations acts and by law, the Director of Budget and Management shall establish separate accounts within the Improvement Fund for authorized Projects, and shall establish subaccounts or separate accounts within a Project Account for a Project as may be required under the terms of any gift, grant, agreement or Bond proceedings, or as may be directed by the Commission.

Section 4. Crediting Moneys to Project Accounts. Subject to the applicable Bond proceedings, amounts are to be credited to the improvement Fund from the proceeds of Obligations. The moneys in the Improvement Fund shall be used to pay the respective Project Costs in accordance with applicable appropriations acts, any transfers authorized under those acts or other laws, and directives of the Commission. Any moneys otherwise made available to the Commission for deposit to the Improvement Fund from appropriations, gifts, grants or otherwise with respect to paying Project Costs of a particular Project shall be credited to the applicable Project Account for that Project.

Section 5. Application of Project Accounts. Moneys at the time credited to any Project Account shall be expended only for Project Costs pertaining to the Project for which that Account was established. This section does not restrict the authority granted by appropriations acts or other laws for the making of transfers between Project Accounts within the Improvement Fund.

C. DESIGNATION OF GOVERNMENTAL AGENCIES

Section 6. Designations. The designations by this Section 6 are for the purposes of performing the functions of requesting necessary releases, approvals or consents from the Controlling Board or Director of Budget and Management, and for planning and constructing Projects and for all other functions involving expenditure of moneys from the Improvement Fund for Project Costs, including, without limitation, the making of contracts and submission of vouchers for payment from the Improvement Fund, all, however, subject to other provisions of these Procedures and provisions of appropriations acts and of the Bond Proceedings, the Agreement and rules and directives of the Commission. For those purposes the Commission designates the Using Agency with respect to the Project, the Department of Administrative Services, and, if the Using Agency is a Using Local Agency, the applicable Using Department, and their appropriate officers or directors, to perform those functions as are to be performed by them, respectively, in accordance with law, the applicable appropriations act and any rules of the applicable Department adopted pursuant to those acts.

Only for the purposes of Chapter 153 of the Revised Code, and only in those instances and to the extent that Chapter is applicable, the Using Agency is designated as the “owner”, subject however to the preceding provisions of this Section 6.

A Designated Agency, by performing any of those functions authorized pursuant to the designations made in these Procedures, or in the Agreement and any rules or directives of the Commission, shall be deemed to accept that designation in accordance herewith.

D. PERFORMANCE OF DESIGNATED FUNCTIONS

Section 7. General. All functions to be performed by a Designated Agency pursuant to the designation made by the Commission in Section 6 or otherwise shall be performed in accordance with the laws, including applicable appropriations acts and any rules under those acts, pertaining to the performance of similar functions by that Designated Agency, subject to and in compliance with these Procedures and any applicable provisions of the Bond proceedings, the Agreement, and any rules and directives of the Commission.

Section 8. Restrictions. Each Designated Agency shall be subject to the following restrictions in and conditions to performance of functions designated for it by the Commission:

(A) No application or request to the Controlling Board or Director of Budget and Management for the release of appropriations or for consent to or approval of expenditures for a Project shall be made until and unless a writing in the form annexed to these Procedures as Exhibit A or a writing approved by the Commission as incorporating the provisions of Exhibit A, identifying that Project, has been completed and signed on behalf of the Using Agency and, if the Using Agency is a Using Local Agency, by the applicable Using Department, and the receipt and certificate on it signed on behalf of the Commission. That completed, signed and receipted writing shall accompany that application or request to the Controlling Board or Director of Budget and Management. However, (i) that writing is not required in connection with an application or request to the Controlling Board or Director of Budget and Management for funds for architectural, engineering or other planning pertaining to a Project, and (ii) paragraphs I and III of Exhibit A may be deleted in connection with an application or request for acquisition of real estate or interests in real estate.

(B) No contract requiring performance in accordance with plans or specifications shall be advertised or entered into by a Designated Agency until and unless (i) those plans and specifications have been approved by the Using Agency and that approval evidenced in writing in the form of paragraph I of Exhibit A, and (ii) that writing has been received by the Commission and written evidence of that receipt given to the Designated Agency on behalf of the Commission.

(C) No contract for construction shall be entered into by a Designated Agency until and unless the Using Agency has undertaken in writing, in the form of paragraph II of Exhibit A, to perform the functions of a Using Agency, and of a Designated Agency to the extent it is such, as provided in these Procedures, the Agreement, or rules of the Commission, and that writing has been received by the Commission and written evidence of that receipt given to the Designated Agency on behalf of the Commission.

(D) No contract for site improvement or construction shall be entered into by a Designated Agency until that Agency receives written confirmation on behalf of the Using Agency that the necessary site has been acquired or otherwise made available for the Project.

(E) No contract or commitment for expenditures of moneys for Project Costs shall be made by a Designated Agency until all other applicable requirements of law and any rules thereunder have been satisfied for the purpose.

E. ADDITIONAL REQUIREMENTS OF DEPARTMENTS

Section 9. Compliance With Covenants. Pursuant to the Act, and to other applicable laws and the Bond proceedings, each Department and its Director and appropriate officials, in the event and to the extent required by the Commission pursuant to any covenants made in Bond proceedings under authority of Section 154.20 of the Revised Code, shall promptly charge and collect, and transmit to the Treasurer of State for credit to the Mental Health Bond Service Trust Fund established by that Section, Patient Support Charges and other Pledged Receipts in the amounts, at the times and in the manner provided by the Commission or the Bond proceedings.

F. EFFECT OF RULES AND BOND PROCEEDINGS

Section 10. Rules, Resolutions and Orders. Any rule, resolution or order of the Commission, notwithstanding any inconsistency of it with these Procedures, shall nevertheless be effective for its particular purposes.

Section 11. Bond Proceedings. These Procedures are subject in all respects to the Bond proceedings, and all requirements of the Bond proceedings are incorporated in those Procedures by reference as if stated in full in these Procedures.

EXHIBIT A

OPFC No. 102

Rev. _____

To: Ohio Public Facilities Commission
c/o Director of Budget and Management

Pursuant to Chapter 154 of the Revised Code, the Implementing Procedures of the Ohio Public Facilities Commission, and the Amended and Restated Series II Lease Agreement and applicable Supplemental Agreement between the Commission and the Department of Mental Health and the Department of Developmental Disabilities (collectively, the Agreement), the below designated Using Agency confirms, agrees and certifies as follows with respect to the one or more Projects identified on the attached sheet(s):

I. It has approved the plans and specifications for the Project, the dates of these plans being indicated on the attached by designation of the first and the last dates (where available) appearing on these plans.

II. It agrees to undertake the performance of the functions, duties and responsibilities of the Using Agency as provided In the Implementing Procedures and the Agreement.

III. It agrees to permit the Commission to use land under the control of this Using Agency for the Projects, the boundaries of that land as to each Project being shown on the respective plans. The permission so granted shall expire as to each Project when all of the Obligations (including Bonds anticipated by Notes) issued by the Commission, the proceeds from which are applied to pay any Project Costs of the Projects, are no longer outstanding under the terms of the applicable Bond proceedings, and thereupon the Commission shall have no further right with respect to that land or Projects and the Using Agency shall have all rights to respect thereto in accordance with laws applicable to it.

IV. Its officer signing below and on the attached sheet(s) is duly authorized to sign the same on behalf of the Using Agency.

V. If the Using Agency Is a Using Local Agency, receipt is acknowledged of a copy of the Agreement with attachments and applicable Supplemental Agreement(s), which documents have been read and understood, including their binding effect on the Using Local Agency, by the Using Local Agency.

Project Number: _____

Project Address: _____

State Participation Reimbursement Amount: _____

County: _____

Approved by:

State of Ohio
Department of Developmental Disabilities
John L. Martin, Director

By: _____
Troy McCollister,
Assistant Deputy Director
Division of Residential Resources

DATE: _____, 20____

Name of Recipient of Funds

Legal Name of using Agency if not a Department

By: _____
Signature of Authorized Officer

Title: _____

Date: _____

RECEIPT

The above and the attached sheet(s) have been received by the Commission. The necessary sites for each of the Projects have been acquired or made available for the purpose in accordance with law.

OHIO PUBLIC FACILITIES COMMISSION

Dated: _____, 20____

By: _____
Secretary

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
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.	Summit DD Board authorize a blanket agreement with North Coast Community Homes for the acquisition or development of residential property as needed for the time period of January 1 st 2026 through December 31 st 2028.
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p><i>Service Area:</i> Services to people served.</p> <p>North Coast Community Homes 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. To assist in the acquisition of residential properties, North Coast Community Homes receives capital assistance funding from the Ohio Department of Developmental Disabilities.</p> <p>Capital assistance funds are made available to county boards to assist them in acquiring housing for individuals receiving community-based support services. In order to access these state funds, county boards must have a contract with either a nonprofit corporation specifically chartered to develop housing for individuals, or a local housing authority. Capital assistance funds are used to cover a percentage of the homes purchase price, allowing the organization to set a more affordable rent.</p> <p>North Coast Community Homes currently owns two homes in Summit County for the specific purpose of housing individuals with developmental disabilities.</p> <p style="text-align: center;">Recommended for approval by the November Services & Supports Committee.</p>		

Submitted By: Drew WilliamsDate: 11/3/2025For: Superintendent/Assistant Superintendent X Finance & Facilities Committee X Services & Supports Committee HR/LR Committee



**HOUSING SERVICES AGREEMENT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
NORTH COAST COMMUNITY HOMES**

This Contract is entered into on this **1st** day of **January, 2026** by and between the Summit DD Board , a Board created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 2355 2nd Street Cuyahoga Falls, OH, 44221, hereinafter referred to as “the Board” and **North Coast Community Homes**, with its principal office at **14221 Broadway Avenue, Cleveland, Ohio 44125** (hereinafter referred to as “North Coast Community Homes”), for the purpose of **accessing community capital assistance funds to acquire property to be used as affordable housing for eligible individuals receiving Supported Living Services or Supported Living under a Home and Community Based Services Waiver.**

Now therefore, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Article I: Term

The term of this Contract shall be from **January 1, 2026 through December 31, 2028.**

Article II: North Coast Community Homes Obligations

- A. North Coast Community Homes is a nonprofit corporation specifically chartered to develop, acquire and manage permanent, affordable housing for individuals eligible for county board services. North Coast Community Homes agrees to the following regarding the use of community capital assistance funds pursuant to this Contract:
1. North Coast Community Homes will pursue the purchase and/or construction of residential property that meets the needs of individuals with developmental disabilities.
 2. North Coast Community Homes shall issue a promissory note and grant to the Board a mortgage interest in the real property in an amount at least equal to the amount of community capital assistance funds used to purchase the real property. Such mortgage interest shall secure the repayment of any funds received from the Board for the purpose of acquisition of the real property and shall secure to the Board the conveyance of title to any real property upon the cessation of this Contract, for whatever reason, the placing of North Coast Community Homes into receivership, bankruptcy, or trusteeship, the dissolution of North Coast Community Homes, or the discontinued use of the real estate for the purposes of this Contract. The term of the mortgage shall be one hundred eighty (180) months. The Board’s mortgage may be subordinated to other mortgage interests as necessary to obtain third party funding, but only with the Board’s written consent which shall not be unreasonably withheld.

3. North Coast Community Homes shall provide the Board with a copy of the final closing statement, the deed, and any notes and mortgages concerning property acquired by North Coast Community Homes within forty-five (45) days of any closing in which community capital assistance funds are utilized for the purchase.
 4. North Coast Community Homes agrees to provide and keep in effect for the term of this Contract fire and extended coverage insurance for the benefit of North Coast Community Homes and the Board in an amount sufficient to cover the replacement costs of any property owned by North Coast Community Homes. The Board shall be named an additional insured in the insurance policy and shall be provided with a copy of the insurance policy. The insurance policy shall ensure that it may not be cancelled by the insurance carrier, unless the insurance carrier has provided thirty (30) days' written notice to the Board.
 5. North Coast Community Homes agrees that only individuals entitled to receive Supported Living Services in Summit County shall live in housing acquired pursuant to this Contract. An individual who does not have a developmental disability may live in the housing if the conditions in Ohio Administrative Code §5123-1-03 are met.
- B. North Coast Community Homes agrees to maintain confidentiality regarding all information, records and data it receives concerning tenants. An authorization to release information that details the specific information to be released and the party to whom it will be released shall be required for all requests for information.
- C. North Coast Community Homes agrees to abide by all Federal & State statutes, and rules and regulations pertaining to the use of community assistance housing funds or other Board funds for the acquisition, development, sale and/or maintenance of housing for individuals.
- D. North Coast Community Homes agrees to be bound by the terms and conditions of all agreements between the Board and the Ohio Department of Developmental Disabilities (DODD) regarding the use of community assistance funds and the terms and conditions of the Amended and Restated Series II Lease Agreement by and between the Ohio Public Facilities Commission (OPFC), The Ohio Department of Mental Health (ODM), and DODD and any applicable Supplemental Agreements (collectively, "Lease Agreement") (copy is attached hereto and incorporated herein as Exhibit A). In the event of conflict with this Contract, the agreements between the Board and DODD and the Lease Agreement will control.
- E. North Coast Community Homes shall make its books and records and any property acquired by it pursuant to the terms of this Contract open to inspection by the Board upon reasonable notice. North Coast Community Homes shall furnish the Board, upon request, annual financial statements reported by a Certified Public Accountant according to generally accepted accounting principles.
- F. North Coast Community Homes shall not use any property conveyed to it pursuant to the Agreement for any purpose save provision of housing to individuals served by the Board. North Coast Community Homes and the Board will not, without the prior written consent of the OPFC and DODD and an opinion of OPFC's bond counsel that such will not adversely affect the tax-exempt status of the Mental Health Capital Facilities Bonds, assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of a property acquired with community assistance funds without replacement or substitution; provided that this paragraph will not require the prior written consent of the OPFC or DODD or an opinion of bond counsel for North Coast Community Homes and the Board to pledge or grant a security interest in a property to secure financing for its acquisition or improvement.

- G. North Coast Community Homes shall indemnify and hold harmless the Board, its members, agents and employees, from claims, demands, damages, actions or causes of action together with any and all losses, costs, or expenses, including, but not limited to, attorney's fees, asserted by any person or persons for property damage, bodily injury or death arising out of or as a result of any negligent act of North Coast Community Homes or its agents.
- H. North Coast Community Homes shall give written notice to the Board if title to or temporary use of a Residence or any part of the Residence is taken under the exercise of the power of condemnation or eminent domain by any governmental body or person, firm or corporation acting under governmental authority. The notice must describe the nature and extent of the taking.
 - 1. In addition to the above provision, Section 3.08 of the Lease Agreement also requires the Board and North Coast Community Homes to give written notice to DODD if title to or temporary use of the Residence or any part of the Residence is taken under the exercise of the power of condemnation or eminent domain by any governmental body or person, firm or corporation acting under governmental authority. The notice must describe the nature and extent of the taking. Any proceeds received from a condemnation or eminent domain award shall be used to repair or restore the Residence. In the event the entire Residence is taken under the exercise of the power of condemnation or eminent domain, the proceeds may be used to acquire a substitute/replacement property. If all the proceeds are not used to repair, restore or acquire a substitute/replacement property, said proceeds are to be paid to DODD for deposit in the Series II Bond Service Account.
 - 2. If any portion of a condemnation or eminent domain award is not used to repair or restore the Residence and the unspent funds are remitted to DODD, North Coast Community Homes' promissory note to the Board for that Residence shall be reduced or released accordingly.

Article III: Board's Obligations

- A. The Board shall work cooperatively with North Coast Community Homes to identify eligible individuals who wish to reside in the property acquired pursuant to this Contract. The Board will actively involve individuals in the selection of their housing, providing individuals with appropriate residential options from which to choose reasonably and responsibly using such factors as rent and related expenses, neighborhood, availability of transportation, safety and physical layout of the property.
- B. The Board shall take all necessary steps to obtain state community assistance funds to grant to North Coast Community Homes for the acquisition of housing under this Contract.
- C. The Board shall maintain a legal interest in the property acquired by North Coast Community Homes with State funds in accordance with the terms and conditions required for accessing such funds, and in accordance with any agreement between the Board and the Ohio Department of Developmental Disabilities. The Board shall maintain its legal interest through a promissory note and a mortgage on the property, in an amount at least equal to the amount of state community assistance funds used to purchase the property.
- D. The Board shall have the authority to authorize North Coast Community Homes, in writing, to sell certain real property and to reinvest proceeds from the sale of any property in which the Board has a monetary or mortgage interest to acquire additional or replacement housing under this Contract. Any such sales shall be in accordance with a determination of the fair market value of the property as determined by one or more appraisals.

The Board shall require North Coast Community Homes to repay the Board its interest in the property if North Coast Community Homes should sell the property without the Board's approval.

- E. The Board may require North Coast Community Homes to repay the value of the Board's interest in the property for breach of North Coast Community Homes' obligations, which may include failure on the part of North Coast Community Homes to make payments on the property in the manner prescribed by any mortgage on said property or if North Coast Community Homes is in substantial violation of the terms and conditions of any of the contracts governing the acquisition of property by North Coast Community Homes. The Board shall also have the right to assume any 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 transfer of title to the property to the Board or to a substitute non-profit corporation in the event of default or violation of the Contract terms and conditions by North Coast Community Homes.

Article IV: Joint Obligations

- A. The parties agree, and the mortgage entered between the parties shall so reflect, that if the parties agree to sell real property acquired with state community assistance funds from the Ohio Department of Developmental Disabilities, the proceeds from the sale of such property shall be used to acquire replacement housing.
- B. In order to sell real estate that was acquired, in whole or part, with state community assistance funds from the Ohio Department of Developmental Disabilities, the parties shall:
1. Comply with Sections 5123.37 to 5123.375 of the Ohio Revised Code;
 2. Provide the Ohio Department of Developmental Disabilities with an appraisal that is not more than six (6) months old, a promissory note, mortgage, and recorded deed for the replacement housing; and
 3. Comply with all other requirements of Ohio Administrative Code 5123-1-03.

Article V: Termination, Modification, & Amendment

- A. Termination
1. The Board may terminate this Contract with thirty (30) days written notice to North Coast Community Homes.
 2. Either party may terminate this Contract prior to the expiration of the term for cause, provided that the party seeking to terminate shall provide written notice to the other party of the defaults that are claimed to have occurred which have not been resolved and shall give the other party ten (10) days within which to cure such defaults. If the defaults are not cured within the ten (10) day period, notice in writing shall be given to the defaulting party and this Contract shall terminate ten (10) days from the date of such notice. Notwithstanding the provisions of this paragraph, no such termination shall be effective until the Dispute Resolution process set forth in Article VI of this Contract has been completed, if requested by either party.
 3. The parties may terminate this Contract by mutual agreement in writing. Timelines for termination of obligations shall be identified in the written agreement.

4. This Contract shall terminate upon any action, voluntary or involuntary, to place North Coast Community Homes in receivership, bankruptcy, or trusteeship.
 - i. If North Coast Community Homes is placed into receivership, bankruptcy, or trusteeship, North Coast Community Homes agrees that the Board shall be entitled to immediate possession of any real property pertaining to this Contract, and shall transfer title to the Board, subject to the orders of any receiver, court, or trustee.
 - ii. Any judicial proceeding, voluntary or involuntary, involving dissolution of, or dissolution agreement by, North Coast Community Homes shall terminate this Contract.
 - iii. North Coast Community Homes agrees that the Board shall be a party to any judicial proceeding or dissolution agreement/proceeding and may be a distributee under any judicial order or dissolution agreement with respect to the transfer of real property covered by this Contract, the remaining unencumbered assets of North Coast Community Homes, and the amount of funds provided to North Coast Community Homes pursuant to this Contract.
5. The Contract may be terminated by the Board, in its discretion, upon the merger of North Coast Community Homes with any other entity, any significant change of membership of North Coast Community Homes, or the sale of assets or stock of North Coast Community Homes.

B. Amendment and Modification

This Contract may be amended, modified or extended by mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract.

C. Use and Ownership of Housing

In the event this Contract is terminated pursuant to Article V.A.4., or otherwise not renewed upon its expiration, the parties agree that title to property purchased with community capital assistance funds under this Contract shall be transferred to the Board or to a substitute non-profit corporation at the Board's discretion. The Board is entitled to obtain specific enforcement of the obligation to the transfer described herein in any court of competent jurisdiction.

Article VI: Dispute Resolution

In the event a dispute arises under the provisions of this Contract, the parties shall follow the procedures set forth in Attachment A 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 VII: 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.
- B. Subject to the provisions regarding assignment, this Contract shall be binding on the successors and assigns of the respective parties.
- C. This Contract, and the attachments hereto, set forth the full agreement between the parties and supersede all prior agreements or contracts between the parties. This Contract may not be amended or modified except in writing, executed by each of the parties hereto.

- D. The validity of this Contract and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.
- E. If any one or more of the provisions contained in this Contract shall for any reason be found to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be given full force and effect.
- F. The individuals signing below state they have been duly and lawfully authorized to sign this Contract and to bind by their signature the Board and the North Coast Community Homes.

SIGNATURE

North Coast Community Homes

**Summit County Developmental
Disabilities Board**

Christopher West, President & CEO

Lisa Kamlowksy, Superintendent

Date

Date

DISPUTE RESOLUTION

The following process is to be used to resolve all disputes that may arise under this Contract.

1. The Board and the North Coast Community Homes shall first meet informally and confer in good faith to attempt to resolve any problems or disputes which may arise during the Contract.
2. This dispute resolution process may be initiated by a representative of either party and is intended to provide a formal mechanism for addressing matters disputed when more informal means have been unsuccessful.
3. Issues for which this formal dispute resolution is invoked must relate 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 President and Board Chairperson of North Coast Community Homes, if applicable:
 - a. This written notice shall be sent within fourteen (14) calendar days from when the matter of dispute occurred, was discovered by the disputing party, or reasonably should have been discovered by the disputing party.
 - 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 receipt of such written notice, representatives of each party 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 members of the North Coast Community Homes 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 North Coast Community Homes shall select their respective representatives to the joint meeting.
 - c. In addition, the Board, Superintendent and principal executive officer of North Coast Community Homes 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 times as resolution cannot be reached at Step 7.

SUMMIT COUNTY DD BOARD
SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE TEN MONTHS ENDED OCTOBER 31, 2025 AND 2024

	10/31/2025				ACTUAL 12/31/2024	10/31/2024			
	2025 ANNUAL BUDGET	2025 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING		2024 ANNUAL BUDGET	2024 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
OPERATING REVENUE									
PROPERTY TAXES	\$ 66,177,703	\$ 72,866,169	\$ (6,688,466)	-10.1% 1	\$ 55,464,650	\$ 55,568,694	\$ 52,660,017	\$ 2,908,677	5.2%
REIMBURSEMENTS	10,520,000	5,168,193	5,351,807	50.9%	11,627,500	11,141,000	7,091,844	4,049,156	36.3%
GRANTS	2,116,240	1,600,028	516,212	24.4% 2	2,356,145	1,753,429	1,600,581	152,848	8.7%
CONTRACT SERVICES	100,000	484,352	(384,352)	-384.4%	328,855	-	209,806	(209,806)	0.0%
REFUNDS	12,500	33,224	(20,724)	-165.8%	8,294	-	7,336	(7,336)	0.0%
OTHER RECEIPTS	39,000	21,562	17,438	44.7% 3	27,700	5,500	26,462	(20,962)	-381.1%
TOTAL REVENUE	\$ 78,965,443	\$ 80,173,528	\$ (1,208,085)	-1.5%	\$ 69,813,144	\$ 68,468,623	\$ 61,596,046	\$ 6,872,577	10.0%
OPERATING EXPENDITURES									
SALARIES	\$ 23,229,072	\$ 19,189,982	\$ 4,039,090	17.4%	\$ 21,607,114	\$ 21,720,516	\$ 18,250,377	\$ 3,470,139	16.0%
EMPLOYEE BENEFITS	10,413,033	9,236,892	1,176,141	11.3%	9,857,446	9,712,632	8,700,091	1,012,541	10.4%
MEDICAID COSTS	40,765,758	45,225,592	(4,459,834)	-10.9% 4	36,605,234	32,614,918	36,605,234	(3,990,316)	-12.2%
DIRECT CONTRACT SERVICES	9,149,583	9,289,930	(140,347)	-1.5% 5	10,527,751	8,313,610	8,894,291	(580,681)	-7.0%
INDIRECT CONTRACT SERVICES	1,377,881	951,494	426,387	30.9%	1,337,381	1,808,487	1,008,338	800,149	44.2%
SUPPLIES	397,360	230,200	167,160	42.1%	345,538	415,960	298,001	117,959	28.4%
TRAVEL AND TRAINING	278,750	161,612	117,138	42.0%	208,935	310,280	164,659	145,621	46.9%
UTILITIES	201,000	157,123	43,877	21.8%	183,675	189,000	160,161	28,839	15.3%
RENTALS	7,400	4,370	3,030	40.9%	4,370	10,000	4,370	5,630	56.3%
ADVERTISING	120,000	67,946	52,054	43.4%	126,111	118,000	109,115	8,885	7.5%
OTHER EXPENSES	365,435	283,451	81,984	22.4%	325,463	348,590	294,085	54,505	15.6%
EQUIPMENT	188,000	186,528	1,472	0.8% 6	7,652	8,000	7,652	348	4.4%
TOTAL EXPENDITURES	\$ 86,493,272	\$ 84,985,120	\$ 1,508,152	1.7%	\$ 81,136,670	\$ 75,569,993	\$ 74,496,374	\$ 1,073,619	1.4%
NET REVENUES AND EXPENDITURES	\$ (7,527,829)	\$ (4,811,592)			\$ (11,323,526)	\$ (7,101,370)	\$ (12,900,328)		
	BUDGET	ACTUAL							
BEGINNING FUND BALANCE	\$ 50,881,604	\$ 50,881,604							
PLUS: REVENUE	78,965,443	80,173,528							
LESS: EXPENDITURES	(86,493,272)	(84,985,120)							
ENDING FUND BALANCE	\$ 43,353,775	\$ 46,070,012							

Recommended for approval by the November Finance & Facilities Committee.

SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE MONTH ENDED OCTOBER 31, 2025
(Rounded)

An evenly distributed monthly budget	8.3%
Evenly distributed budget remaining	16.7%

Current Month

Revenue:

1	Property Taxes:	Second half Homestead Exemption, House Trailer and National Park Pilot tax settlements.	\$ 511,300
2	Grants:	Fiscal year 2026 award from the Keeping Families Together grant.	10,000
3	Other Receipts:	Proceeds from the sale of computer equipment.	8,000

Expenditures:

4	Medicaid Costs:	Payments to DODD for the following costs: Quarterly Medicaid waiver administrative fee, Quarterly Medicaid waiver match.	\$ 476,600 9,748,200
5	Direct Contract Services:	Payment of Special O event and administrative expenses.	10,500
6	Equipment:	County chargeback for half year of licensing fees for the county's financial software (Munis).	40,600

Year to Date

Revenue:

Property Taxes:	Second half tax settlement. Amount is higher then expected by approximately \$6m due to a software issue at the county. Upon resolution of the issue the settlement will be appropriately adjusted by the SCFO.
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Expenditures:

Medicaid Costs:	Additional appropriation (budget) was recorded by the county Finance and Budget Department.	\$ 4,641,700
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MINUTES – combined work session and regular meeting
Thursday, October 16, 2025

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, October 16, 2025

5:30 p.m.

The **combined work session and regular meeting** of the Summit County Developmental Disabilities Board was held on Thursday, October 16, 2025 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

Jason Dodson, Board President - *Excused*

Allyson V. James, Board Vice-President

Gregg Cramer, Board Secretary

Tami Gaugler

Denise Ricks

Randy Briggs

Stacy Youssef

ALSO PRESENT

Lisa Kamlowksy, Superintendent

Drew Williams, Assistant Superintendent

Mira Pozna, Director of Fiscal

Billie Jo David, Director of

Communications & Quality

Holly Brugh, Assistant Superintendent

James Armstrong, Director of Legal Svs.

Laura Gleason, Director of HR

Russ DuPlain, Director of IT & Facilities

Maggi Albright, Recording Secretary

and others

I. 2026 NORTHEAST OHIO NETWORK (NEON) CONTRACT

NEON is the entity contracted by Summit DD to facilitate reimbursement to families who use the Family Engagement Program (FEP). FEP is funded through a pool of tax levy dollars set aside specifically to support individuals aged birth through 22 who are not receiving services paid through a Medicaid waiver. FEP funds are reimbursed to families so they can access needed goods and services. Summit DD supported almost 800 families this year before exhausting allocated funds in September. The recommendation for 2026 is a \$363,000 reduction in the total amount of funding for the program. Families will still be able to access reimbursement of up to \$1,000 per individual for supports such as summer camp, respite, adaptive and sensory equipment. The 2026 per person amount represents a decrease of \$800 annually. Community clubs and classes will not be reimbursable in 2026 under the new program guidelines unless they are related to health and safety. Mr. Cramer asked if the decrease is due to budgetary issues.

MINUTES – combined work session and regular meeting
Thursday, October 16, 2025

WORK SESSION *(continued)*

I. 2026 NORTHEAST OHIO NETWORK (NEON) CONTRACT *(continued)*

The Superintendent confirmed and noted that staff conducted a survey to align reimbursable services to be more consistent with what other county boards are offering. Communication will be sent to families who access this funding in the next several weeks so they have time to plan. The 2026 NEON contract is in the amount of \$546,000 which includes administrative fees for claims processing as well as Summit DD's annual COG membership dues. The 2026 NEON contract has been recommended for approval by the October Services & Supports and Finance & Facilities Committees.

II. 2026 Success4Kidz (S4K) Contact

S4K provides physical and occupational therapy services for children served in Early Intervention. The 2026 proposed contract amount remains the same at \$506,500. This contract supports approximately 300 children and allows for an expanded team of professionals to work alongside Summit DD developmental specialists and speech therapists to give families the best possible support tailored to the individual needs of their child. In addition to using therapists through the team process, S4K provides expertise in collaboration with Summit DD's early childhood focus area when attention is needed in a childcare setting. The 2026 S4K contract has been recommended for approval by the October Services & Supports and Finance & Facilities Committees.

III. BRITTCO CONTRACT AMENDMENT

Brittco provides the software that is used by Summit DD and many other county DD boards. The software supports the Ohio ISP and integrates billing functionality with direct service provider agencies. The request is to extend the contract with Brittco through calendar year 2026 in an amount not to exceed \$76,200, which represents no increase over 2025 costs. The Brittco contract amendment has been recommended for approval by the October Services & Supports and Finance & Facilities Committees.

IV. 2026 SUMMIT COUNTY SHERIFFS CONTRACT

The request is to renew a contract with the Summit County Sheriff's Office for calendar year 2026 for an assigned deputy to provide services exclusively to Summit DD. The cost of the contract is not to exceed \$151,640.52, which is an increase of about \$2,600 over the current contract amount. It is anticipated the total amount of the contract will be offset by approximately \$44,000 through leveraging Medicaid administrative claiming.

MINUTES – combined work session and regular meeting
Thursday, October 16, 2025

WORK SESSION *(continued)*

IV. 2026 SUMMIT COUNTY SHERIFFS CONTRACT *(continued)*

This dedicated resource gives Summit DD the benefit of having all category A MUIs reviewed for allegations that may rise to the level that warrants criminal charges against the primary person involved. The deputy also facilitates between local jurisdictions and the prosecutor's office when needed, as well as serving as a resource for the SSA Department. The 2026 Summit County Sheriffs contract has been recommended for approval by the September Services & Supports and Finance & Facilities Committees.

V. SEPTEMBER FINANCIAL STATEMENTS

Revenue in September included second half property tax settlement of \$30,481,100, which is about \$6M higher than anticipated due to a software issue at the County that will be appropriately adjusted by the County Fiscal office. Ms. James asked if there has been communication with taxpayers to show that Summit DD is not collecting more than voters approved. The Superintendent explained that in this situation the County collected the correct amount of money but the system distributed the funds incorrectly. Summit DD received more than it should have while other entities did not get all the funds they were supposed to receive. This is an internal County system error that will be corrected through journal entries. Additional revenue in September included \$97,500 for quarterly Title XX reimbursement and \$30,800 for reimbursement of expenses associated with the Multi-System Youth Intensive Treatment Grant. Expenditures for the month included a budget appropriation of \$4,641,700 recorded by the County to pay the final quarterly waiver match invoice, payment of \$72,800 for costs associated with the Summit DD sponsored Summer Work Program, \$38,800 for annual licensing and maintenance fees, and \$31,800 for a new host server that runs all IT systems. September ended in a positive position of \$7,958,282 with a fund balance of \$58,839,886. The September financial statements have been recommended for approval by the October Finance & Facilities Committee.

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

MINUTES – combined work session and regular meeting
Thursday, October 16, 2025

BOARD MEETING

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

I. ROLL CALL

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

II. PUBLIC COMMENT

Leslie Frank, a parent and community member, mentioned the recent Tech Expo that Summit DD hosted at Summit Mall. She missed it this year but heard it was very well attended and a great event.

III. APPROVAL OF MINUTES

A. SEPTEMBER 18, 2025 (combined work session/regular meeting)'

R E S O L U T I O N **No. 25-10-01**

Resolved that the Board approve the minutes of the September 18, 2025 combined work session/regular meeting. Mr. Cramer made the motion and Mr. Briggs seconded. The motion was unanimously approved.

IV. BOARD ACTION ITEMS

A. 2026 SUMMIT COUNTY SHERIFFS CONTRACT

R E S O L U T I O N **No. 25-10-02**

Resolved that the Board approve a contract with the Summit County Sheriff's Office for the period January 1, 2026 through December 31, 2026, in an amount not to exceed One Hundred Fifty-One Thousand Six Hundred Forty Dollars and Fifty-Two Cents (\$151,640.52) and that the Superintendent be authorized to sign said contract. Mr. Briggs made the motion and Mrs. Gaugler seconded. The motion was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, October 16, 2025

BOARD MEETING *(continued)*

IV. BOARD ACTION ITEMS *(continued)*

B. SEPTEMBER FINANCIAL STATEMENTS

R E S O L U T I O N

No. 25-10-03

Resolved that the Board approve the September financial statements.
Mrs. Gaugler made the motion and Mrs. Ricks seconded. The motion was
unanimously approved.

V. SUPERINTENDENT'S REPORT

Superintendent Kamlowsky reported the Ohio Senate voted to override Governor DeWine's veto on replacement levies. This action restores the language from the state budget which means that prohibition on replacement levies will take effect January 1, 2026.

The Superintendent noted that three state level agencies (DODD, Department of Behavioral Health, and Ohio Department of Medicaid) are currently without a permanent director following the departure of ODM Director Corcoran.

October is National Disability Employment Awareness Month (NDEAM) and Weaver Industries was recognized statewide by DODD through its DSP Connection newsletter for the hard work and dedication in helping employees reach their full potential. The Superintendent thanked Weaver Industries and all providers and employers serving in the vocational training and employment space for creating and supporting meaningful jobs for people with disabilities.

The Summit County Employment Collaborative is hosting its NDEAM event on October 28th at House 330. The event will highlight how Opportunities for Ohioans with Disabilities (OOD) can assist people with disabilities of all ages get ready to work and find jobs through career exploration, skill building and job placement.

Summit DD is partnering with the Autism Society of Greater Akron and Sand Run Pharmacy to provide accessible vaccine clinics for individuals and their families who might need a little extra support. There will be a clinic at Summit DD's Cuyahoga Falls location on Tuesday, October 21 and another at Summit DD's Barberton location on Tuesday, October 28th.

MINUTES – combined work session and regular meeting
Thursday, October 16, 2025

BOARD MEETING *(continued)*

VI. VICE PRESIDENT'S COMMENTS

Ms. James commented that while these are complex times, she encouraged everyone to stay positive and wished all good health and peace.

VII. EXECUTIVE SESSION

R E S O L U T I O N

No. 25-10-04

Resolved that the Board enter into Executive Session in compliance with Sunshine Law, Ohio Revised Code 121.22, Section G, Subsections (1) and (4) to discuss the employment of public employees and collective bargaining matters. Upon reconvening, the Board may or may not conduct additional business. Mrs. Ricks made the motion and Mrs. Gaugler seconded.

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

The motion was unanimously approved.

The regular meeting of the Board adjourned at 5:49 p.m.

The Board entered into Executive Session at 5:50 p.m.

The Board meeting reconvened at 6:33 p.m.

VIII. ADDITIONAL ACTION ITEM

A. REVISED SUMMIT 2026 STAFFING REPORT

R E S O L U T I O N

No. 25-10-05

Resolved that the Board authorize a reduction in positions of employment as indicated on the revised HR/LR Staffing Report. Mrs. Gaugler made the motion and Mrs. Ricks seconded. The motion was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:35 p.m.

Gregg Cramer, Secretary

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
2025 Service Satisfaction Survey	Results of the satisfaction survey for individuals and parents/guardians	Review Results
SUPPORTING DATA FOR RECOMMENDATION		
<p>Summit DD contracted with the Center for Marketing and Opinion Research (CMOR) to conduct a service satisfaction survey of individuals who receive services and their parents/guardians. The final sample of individuals receiving services consisted of 300 people. The final sample of the Parent/Guardian survey consisted of a total of 500 respondents, 348 parents of adults and 152 parents of children. The general population statistics derived from the sample size provide a precision level of plus or minus 4.4% within a 95% confidence interval.</p> <p>Overall results show high levels of satisfaction with Summit DD as an agency and with their SSA/RSS or Developmental Specialist. Individuals and families feel that they get the right amount of information about services and that they receive all of the services they need. Results show that the DSP workforce has stabilized with the majority of people feeling their DSPs treat them with respect, show up when they are supposed to and have remained consistent. Areas we will further examine is choosing where they live and who they live with and knowledge about the cost of services.</p> <p>Summit DD collects information about community connections, the level and methods of communication desired from individuals and parents/guardians, and what future services and supports are needed. The data collected from this survey is used as an input to the annual action plan.</p> <p>Individuals Receiving Services Highlights</p> <ul style="list-style-type: none"> 86.0% of individuals, reported they are very happy with Summit DD and just over one in ten, 12.3%, reported they were somewhat happy. A small number, 1.7%, reported they are not very happy with Summit DD. In comparison, 77.4% of individuals stated they were very happy with Summit DD in 2024. More than four-fifths, 87.7%, were very happy with their SSA/RSS and 9.8% were somewhat happy with them. A small number, 2.6%, reported not being very happy with their SSA/RSS. 90.4% of individuals report that they get all of the services that they need. 84.8% report that they have transportation to get where they need to go. 86.4% of people report that they can do things outside of their home whenever they want to. More than 60% of people receiving services have voted. 		

Submitted By: Billie Jo DavidFor: Superintendent/Assistant SuperintendentDate: 11/17/25

Finance & Facilities Committee
Services & Supports Committee
HR/LR Committee

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

- 90.9 of those we serve say that their DSP's treat them with respect at all times. 92.7 say that their staff report to work when they are supposed to. 95% report that DSP's are knowledgeable on how to best support them.
- Areas for further analysis and improvement: choices in where they live and who they live with and knowledge about the cost of services.

Parents/Guardians Highlights

- Four in five, 80.7%, reported they get enough information to participate in planning services. Parents/guardians of adults were more likely to report they get enough information with 82.9% reporting enough information compared to 75.6% of parents of children feeling this way.
- More than four in five parents, 82.6%, said their individual gets all the services he/she needs. Those reporting that their child was not getting all the services needed were asked to indicate which additional services were needed. Respite was the most common need reported by just under a third, 30.2%, of answering respondents. Other needs reported by about a quarter of answering respondents included homemaker services (25.6%), counseling (24.4%), job preparation (23.3%), and support for assistive tech (22.1%). Fewer answered family-to-family networks (18.6%) and home of vehicle modifications (9.3%).
- Most parents/guardians state that working in the community was the vocational goal for their child upon graduation from high school.
- Most parents/guardians, 91.2%, reported they are able to contact their SSA/RSS when they want to.
- A majority of parents/guardians, 85.9%, reported they were always or usually satisfied with the services and supports their child gets. Parents/guardians of adults were more likely to feel this way, 87.9% compared to 81.5% of parents/guardians of children.
- A majority, 81.3%, were always or usually satisfied with the communication received from Summit DD. Satisfaction with communication was roughly the same between parent populations.
- More than two in five, 43.0%, of parents/guardians of adults said that their support staff have not changed at all over the past year. Less than a third, 29.0%, said staff had changed once. Just over a fifth, 21.0%, indicated that staff had changed two or three times over the year, and a minority, 7.0%, said staff had changed four or more times.
- Less than one-fifth, 14.6%, reported too much turnover of DSPs and a majority, 87.7%, reported there is always a staff person available to support their family member when support is needed.
- Most parents/guardians agreed that they are satisfied with the assistance Early Intervention has given their family (97.0%) and know they are part of their child's Early Intervention team and how to be involved (97.0%).

Submitted By: Billie Jo David

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

Date: 11/17/25

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

2026 BOARD MEETING SCHEDULE

Combined Work Sessions and Regular Monthly Meetings

Board Meetings are held on the **third Thursday** of each month at **5:30 p.m.**, unless otherwise noted (*). Meetings will be held at Summit DD administrative offices located at 2355 2nd, Cuyahoga Falls, OH 44221.

January 15th
February 19th
March 19th
April 16th
***Monday, May 18th ***
June - ***NO MEETING***
July 16th
August 20th
September 17th
October 15th
November 19th
December 17th

January 21, 2027

Please note that meeting dates, locations, or times are subject to change, and may be confirmed by calling 330-634-8082 or emailing malbright@summitdd.org