

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

AGENDA

Administrative Board Room
2355 2nd Street, Cuyahoga Falls, OH
Thursday, February 19, 2026
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

No Discussion Only Items this month.

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

No Action Items Previously Discussed this month.

NEW ACTION ITEMS FOR BOARD CONSIDERATION

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

- I. OHIO ASSOCIATION OF COUNTY BOARDS OF DD (OACB) ANNUAL MEMBERSHIP DUES
Attachment #1
- II. SHIFTABILITY CONTRACT
Attachment #2
- III. HOPE HOMES FOUNDATION BLANKET HOUSING AGREEMENT
Attachment #3
- IV. JANUARY FINANCIAL STATEMENTS
Attachment #4

BOARD MEETING

I. CALL TO ORDER – ROLL CALL

Gaugler Dodson Briggs Youssef Schrack James Cramer

II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS

III. PUBLIC COMMENT

IV. APPROVAL OF MINUTES

A. JANUARY 15, 2026 (annual organizational meeting and combined work session/regular meeting) **Attachment #5**

RESOLUTION #26-02-01 – Resolved that the Board approve the minutes of the January 15, 2026 annual organization meeting and combined work session/regular meeting.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Dodson Briggs Youssef Schrack James Cramer Gaugler

V. BOARD ACTION ITEMS

A. 2026 OACB ANNUAL MEMBERSHIP DUES
Attachment #1

RESOLUTION #26-02-02 – Resolved that the Board approve payment of the 2026 OACB annual membership dues in the amount of One Hundred Four Thousand Two Hundred Fifty Dollars (\$104,250), and that the Superintendent be authorized to execute said payment.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Briggs Youssef Schrack James Cramer Gaugler Dodson

BOARD MEETING *(continued)*

V. BOARD ACTION ITEMS *(continued)*

B. SHIFTABILITY CONTRACT

Attachment #2

RESOLUTION #26-02-03 – Resolved that the Board approve a contract with ShiftAbility for the period March 1, 2026 through February 28, 2027, in an amount not to exceed Ninety Thousand Dollars (\$90,000), and that the Superintendent be authorized to sign said contract.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Youssef Schrack James Cramer Gaugler Dodson Briggs

C. HOPE HOMES FOUNDATION BLANKET HOUSING AGREEMENT

Attachment #3

RESOLUTION #26-02-04 – Resolved that the Board approve a blanket housing agreement with Hope Homes Foundation for the period March 1, 2026 through December 31, 2026, and that the Superintendent be authorized to sign said agreement.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Schrack James Cramer Gaugler Dodson Briggs Youssef

D. JANUARY FINANCIAL STATEMENTS **Attachment #4**

RESOLUTION #26-02-05 – Resolved that the Board approve the January Financial Statements.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

James Cramer Gaugler Dodson Briggs Youssef Schrack

VI. SUPERINTENDENT REPORT

VII. PRESIDENT'S COMMENTS

VIII. ADJOURN

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Annual dues for membership in the Ohio Association of County Boards of Developmental Disabilities (OACB)	Membership in the OACB strengthens statewide support and advocacy for individuals with developmental disabilities and county boards serving them	The Board authorize payment of 2026 OACB membership dues in the amount of \$104,250.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Administration

Amount of Increase: \$0 – 2026 dues remain the same amount as in 2025

The OACB is a 501(c)(6) non-profit organization that provides advocacy, communications, professional development, and technical assistance to all 88 of Ohio's county boards of developmental disabilities. OACB is governed by a board of trustees comprised of (13) county board member trustees and (6) superintendent trustees. Highlights of OACB's work includes:

- State advocacy surrounding the state biennial budget, participation in the creation/review of Ohio Administrative Code rules proposed by various agencies, engagement with lawmakers and their legislative staff to ensure voices of county boards and the individuals we serve are heard.
- Engagement with members of Ohio's congressional delegation, key national stakeholder organizations and various federal agency officials to represent Ohio on issues of national significance.
- Technical assistance relative to data collection, long-term planning, board member training, accreditation, and various trainings targeted toward both county board operations and waiver administration responsibilities.
- Professional development opportunities offered through Spring and Winter conferences, and health, safety, wellness & abuse awareness/prevention trainings for county boards, providers and the people we collectively serve.

Annual membership dues are allocated to each county based upon the number of individuals served in that county.

Funds are available in the 2026 budget.

Recommended for approval by the February Finance & Facilities Committee.

Submitted By: Lisa Kamlowsky
Date: February 2026

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

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Agreement with ShiftAbility LLC	Providing consultative technology services to support five local providers to become technology support vendors.	Summit DD Board approves a contract with ShiftAbility for the period 3/1/2026 to 2/28/2027, for a total contract amount not to exceed \$90,000

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Supporting people served and providers

Amount of Increase/Decrease: Total contract increase- \$18,000.

ShiftAbility LLC is a technology consulting company that partners with providers of in-person support to transition their services to a smart living service model.

The smart living model begins with a comprehensive review of an individual's needs and identifies technology-based solutions that promote independence, enhance quality of life, and reduce reliance on in-person staffing.

Through this contract, ShiftAbility will collaborate with five local providers to build their knowledge and expertise in delivering smart living services. ShiftAbility and Summit DD will meet regularly with participating providers and support their leadership teams throughout the transformation process. Participating providers have agreed to cover twenty-five percent of the consultation costs, in addition to purchasing any required hardware and software needed to implement smart living services.

Summit DD hosted several small-group provider meetings to review the opportunity and gauge provider interest. Providers who expressed a desire to learn more, met one-on-one with representatives from ShiftAbility and Summit DD. Through this process, five providers were selected, representing a diverse mix of agencies ranging from large organizations to medium and smaller providers.

Funds to support this contract were included in the 2026 budget.

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

Submitted By: Drew Williams

Date: 2/4/2026

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



**AGREEMENT BETWEEN
SUMMIT COUNTY DEVELOPMENTAL
DISABILITIES BOARD
AND
SHIFTABILITY, LLC**

This Agreement is entered into by and between the 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 located at 2355 2nd Street, Cuyahoga Falls, Ohio 44221, hereinafter referred to as "Summit DD", and ShiftAbility, LLC, with its principal office located at **9955 Mardi Gras Way, Union, Kentucky 41091**, hereinafter referred to as "Contractor".

WHEREAS, Summit DD desires to obtain services, as further described herein, by and through Contractor; and

WHEREAS, Contractor shall provide such services to Summit DD in accordance with the terms set forth in this Agreement.

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

1. **Services.** Contractor will provide the following services to Summit DD:
 - A. Consultative services to assist five (5) identified DD service providers to transform from a traditional service delivery model to a technology-enabled support model.
 - B. Assist the five identified service providers to complete an initial organizational assessment. The Contractor will utilize this assessment to assist in the development of a transformation plan including the establishment of timelines that will accomplish the transformation to a technology-enabled support model in twelve (12) months.
 - C. Consultative services that include but are not limited to:
 - i. Assistance with rule and rate setting, including maximization for available funding sources as needed and requested by Customer
 - ii. Training in the areas of:
 - Procedures of Tech-Enabled support service delivery
 - Use of assessment tools and technology matching based on assessment
 - Staff shifting from traditional to Tech-Enabled supports
 - Person served training to understand how their supports will look different
 - Family training for identified individuals
 - Community and neighborhood natural supports
 - iii. Installation and configuration of technology
 - iv. Assistance with development of new staffing models to meet the new service delivery model
 - v. Development of Operations Manuals for the Customer and templates for site-specific manuals
 - vi. Identification of initial pilot group, and assessment of individuals to determine technology needs and in-person support needs, and subsequent groups/homes/individuals
 - vii. Assistance with procurement of technology based on individual's assessment, and set up with technology vendors to secure the right hardware and software solutions

- viii. Setup with remote support dashboard to manage remote support operations
- ix. Site setup and installation of technology

D. Materials and equipment:

- Sample job descriptions
- Process and procedure manuals
- Assessment tools for individuals
- Vetted tech recommendations and ongoing updates to recommendations list
- Additional materials as requested by the five identified service providers as required for this project

E. Summit DD will regularly meet to review the transformation plan's progress and future implementation goals. If it is determined after a reasonable period of time that progress on the transformation plan is limited, significantly stalled, or that the parties are no longer able to maintain participation, Summit DD reserves the right to terminate this agreement. Should this determination be made, Summit DD will notify the Contractor and the identified five service providers in writing thirty (30) days prior to its termination.

2. **Term.** The term of this Agreement shall be from **March 1, 2026 through February 28, 2027.**
3. **Payment.** The total amount of this Agreement shall not exceed **NINETY THOUSAND DOLLARS AND 00/100 (\$90,000.00).**
 - a. Contractor will be reimbursed at a rate of \$200 per hour for consultation services
 - b. When in-person consulting services are requested by Summit DD, Summit DD will reimburse the contractor for travel expenses including reasonable lodging costs and the cost of meals at the following amounts:
 - Breakfast: \$16
 - Lunch \$19
 - Dinner: \$28
 - Mileage will be reimbursed at the current federal mileage rate
 - c. Contractor will be reimbursed at cost for assistive technology equipment purchased to support this agreement.
4. **Audit.** Summit DD reserves the right to audit provider records and, if there is a discrepancy, to withhold payment and/or seek reimbursement pending written verification of the services invoiced.
5. **Qualifications.** Contractor represents and warrants that all employees of Contractor are properly trained, licensed, sufficiently experienced and otherwise qualified and capable of performing the services assigned to them.
6. **Indemnification.** 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 loss to Summit DD.
7. **Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio.
8. **Jurisdiction.** The parties irrevocably submit to the jurisdiction of the appropriate court within the County of Summit, State of Ohio or any federal court sitting in the State of Ohio over any suit, action or proceeding arising out of or relating to this Contract.

9. **Insurance.** Contractor shall maintain, in full force and effect, all necessary insurance coverages relative to the Contractor's activities under this Contract and, if Contractor is a DODD certified State provider, by signing this agreement, confirms it fully complies with all State insurance mandate requirements for its Ohio Department of Developmental Disabilities provider certification. Contractor shall provide evidence of insurance coverage to Summit DD upon request.
10. **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 Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.
11. **Entire Agreement.** This Agreement constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Agreement can only be amended or modified by the prior written consent of all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date signed by Summit DD.

SHIFTABILITY, LLC

**SUMMIT COUNTY DEVELOPMENTAL
DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

APPROVED AS TO FORM BY:

JOHN F. GALONSKI

DEPUTY CHIEF ASSISTANT SUMMIT COUNTY PROSECUTING ATTORNEY

SUMMIT COUNTY, OHIO

Date: 12/2022

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Availability of community-based housing options for individuals	Using state capital assistance dollars as they become available to fund the acquisition or development of residential housing options.	Summit DD Board authorize a housing agreement with Hope Homes Foundation for the acquisition or development of residential property as needed for the time period of March 1 st 2026 through December 31 st 2026.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Services to people served.

Hope Homes Foundation 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, Hope Homes Foundation receives capital assistance funding from the Ohio Department of Developmental Disabilities.

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.

Hope Homes Foundation currently owns eleven homes in Summit County for the specific purpose of housing individuals with developmental disabilities.

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

Submitted By: Drew Williams

Date: 2/6/2026

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



**HOUSING SERVICES AGREEMENT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
HOPE HOMES FOUNDATION, INC.**

This Contract is entered into on this 1st day of **March, 2026**, by and between the Summit County Developmental Disabilities Board, a Board created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 2355 2nd Street Cuyahoga Falls, OH, 44221, hereinafter referred to as "the Board" and **Hope Homes Foundation, Inc.**, with its principal office at **2300 Call Road, Stow, Ohio 44224** (hereinafter referred to as "**Hope Homes Foundation, Inc.**"), 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 **March 1, 2026 through December 31, 2026**.

Article II: Hope Homes Foundation, Inc. Obligations

A. **Hope Homes Foundation, Inc.** is a nonprofit corporation specifically chartered to develop, acquire and manage permanent, affordable housing for individuals eligible for county board services. **Hope Homes Foundation, Inc.** agrees to the following regarding the use of community capital assistance funds pursuant to this Contract:

1. **Hope Homes Foundation, Inc.** will pursue the purchase and/or construction of residential property that meets the needs of individuals with developmental disabilities.
2. **Hope Homes Foundation, Inc.** 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 **Hope Homes Foundation, Inc.** into receivership, bankruptcy, or trusteeship, the dissolution of **Hope Homes Foundation, Inc.**, 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. **Hope Homes Foundation, Inc.** shall provide the Board with a copy of the final closing statement, the deed, and any notes and mortgages concerning property acquired by **Hope Homes Foundation, Inc.** within forty-five (45) days of any closing in which community capital assistance funds are utilized for the purchase.
4. **Hope Homes Foundation, Inc.** agrees to provide and keep in effect for the term of this Contract fire and extended coverage insurance for the benefit of **Hope Homes Foundation, Inc.** and the Board in an amount sufficient to cover the replacement costs of any property owned by **Hope Homes Foundation, Inc.** 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. **Hope Homes Foundation, Inc.** 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. **Hope Homes Foundation, Inc.** 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. **Hope Homes Foundation, Inc.** 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. **Hope Homes Foundation, Inc.** 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. **Hope Homes Foundation, Inc.** 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. **Hope Homes Foundation, Inc.** shall furnish the Board, upon request, annual financial statements reported by a Certified Public Accountant according to generally accepted accounting principles.

F. **Hope Homes Foundation, Inc.** 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. **Hope Homes Foundation, Inc.** 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 **Hope Homes Foundation, Inc.** and the Board to pledge or grant a security interest in a property to secure financing for its acquisition or improvement.

G. **Hope Homes Foundation, Inc.** 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 **Hope Homes Foundation, Inc.** or its agents.

H. **Hope Homes Foundation, Inc.** 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 **Hope Homes Foundation, Inc.** 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, **Hope Homes Foundation, Inc.** 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 **Hope Homes Foundation, Inc.** 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 **Hope Homes Foundation, Inc.** for the acquisition of housing under this Contract.
- C. The Board shall maintain a legal interest in the property acquired by **Hope Homes Foundation, Inc.** 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 **Hope Homes Foundation, Inc.**, 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 **Hope Homes Foundation, Inc.** to repay the Board its interest in the property if **Hope Homes Foundation, Inc.** should sell the property without the Board's approval.
- E. The Board may require **Hope Homes Foundation, Inc.** to repay the value of the Board's interest in the property for breach of **Hope Homes Foundation, Inc.** obligations, which may include failure on the part of

Hope Homes Foundation, Inc. to make payments on the property in the manner prescribed by any mortgage on said property or if **Hope Homes Foundation, Inc.** is in substantial violation of the terms and conditions of any of the contracts governing the acquisition of property by **Hope Homes Foundation, Inc.**. 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 **Hope Homes Foundation, Inc.**.

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 **Hope Homes Foundation, Inc.**
 - 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 **Hope Homes Foundation, Inc.** in receivership, bankruptcy, or trusteeship.
 - i. If **Hope Homes Foundation, Inc.** is placed into receivership, bankruptcy, or trusteeship, **Hope Homes Foundation, Inc.** 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, **Hope Homes Foundation, Inc.** shall terminate this Contract.
- iii. **Hope Homes Foundation, Inc.** 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 **Hope Homes Foundation, Inc.**, and the amount of funds provided to **Hope Homes Foundation, Inc.** pursuant to this Contract.

5. The Contract may be terminated by the Board, in its discretion, upon the merger of **Hope Homes Foundation, Inc.** with any other entity, any significant change of membership of **Hope Homes Foundation, Inc.**, or the sale of assets or stock of **Hope Homes Foundation, Inc.**

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 **Hope Homes Foundation, Inc.**

SIGNATURE

Hope Homes Foundation, Inc.

**Summit County Developmental
Disabilities Board**

Joan Davidson, Chief Executive Officer

Lisa Kamrowsky, 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 **Hope Homes Foundation, Inc.** 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 **Hope Homes Foundation, Inc.**, 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 **Hope Homes Foundation, Inc.** 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 **Hope Homes Foundation, Inc.** shall select their respective representatives to the joint meeting.
 - c. In addition, the Board, Superintendent and principal executive officer of **Hope Homes Foundation, Inc.** 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.

AMENDED AND RESTATED

**SERIES II
LEASE AGREEMENT**

Between the

OHIO PUBLIC FACILITIES COMMISSION

and the

DEVELOPMENTAL DISABILITIES

COPY OF FULL 26 PAGE LEASE AGREEMENT AVAILABLE UPON REQUEST

SUMMIT COUNTY DD BOARD
SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE MONTH ENDED JANUARY 31, 2026 AND 2025

	1/31/2026					1/31/2025				
	2026 ANNUAL BUDGET	2026 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	ACTUAL 12/31/2025	2025 ANNUAL BUDGET	2025 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	
OPERATING REVENUE										
PROPERTY TAXES	\$ 65,517,117	\$ -	\$ 65,517,117	100.0%	\$ 65,388,050	\$ 66,177,703	\$ -	\$ 66,177,703	100.0%	
REIMBURSEMENTS	10,528,000	336,154	10,191,846	96.8%	10,773,255	10,520,000	424,768	10,095,232	96.0%	
GRANTS	2,122,789	127,727	1,995,062	94.0%	2,099,480	2,116,240	55,130	2,061,110	97.4%	
CONTRACT SERVICES	207,000	33,343	173,657	83.9%	484,352	100,000	-	100,000	100.0%	
REFUNDS	10,000	100	9,900	99.0%	33,424	12,500	57	12,443	99.5%	
OTHER RECEIPTS	20,000	-	20,000	100.0%	23,394	39,000	3,671	35,329	90.6%	
TOTAL REVENUE	\$ 78,404,906	\$ 497,324	\$ 77,907,582	99.4%	\$ 78,801,955	\$ 78,965,443	\$ 483,626	\$ 78,481,817	99.4%	
OPERATING EXPENDITURES										
SALARIES	\$ 23,884,542	\$ 2,917,537	\$ 20,967,005	87.8% 1	\$ 22,613,302	\$ 23,229,072	\$ 2,843,421	\$ 20,385,651	87.8%	
EMPLOYEE BENEFITS	11,259,720	1,059,496	10,200,224	90.6% 1	10,430,211	10,413,033	1,026,599	9,386,434	90.1%	
MEDICAID COSTS	46,610,000	10,224,792	36,385,208	78.1% 2	45,225,592	36,112,056	8,833,329	27,278,727	75.5%	
DIRECT CONTRACT SERVICES	9,018,588	728,436	8,290,152	91.9% 3	10,262,866	9,060,389	708,628	8,351,761	92.2%	
INDIRECT CONTRACT SERVICES	1,190,710	38,212	1,152,498	96.8%	1,047,549	1,479,075	53,047	1,426,028	96.4%	
SUPPLIES	308,130	8,488	299,642	97.2%	279,221	397,360	1,567	395,793	99.6%	
TRAVEL AND TRAINING	224,950	11,802	213,148	94.8%	213,720	278,750	11,774	266,976	95.8%	
UTILITIES	210,000	16,368	193,632	92.2%	181,220	201,000	8,166	192,834	95.9%	
RENTALS	5,900	-	5,900	100.0%	4,370	7,400	1,092	6,308	85.2%	
ADVERTISING	89,500	3,747	85,753	95.8%	84,040	120,000	-	120,000	100.0%	
OTHER EXPENSES	346,981	4,490	342,491	98.7%	326,319	365,435	3,500	361,935	99.0%	
EQUIPMENT	148,000	-	148,000	100.0%	186,528	188,000	-	188,000	100.0%	
TOTAL EXPENDITURES	\$ 93,297,021	\$ 15,013,368	\$ 78,283,653	83.9%	\$ 90,854,938	\$ 81,851,570	\$ 13,491,123	\$ 68,360,447	83.5%	
NET REVENUES AND EXPENDITURES	\$ (14,892,115)	\$ (14,516,044)			\$ (12,052,983)	\$ (2,886,127)	\$ (13,007,497)			
	BUDGET	ACTUAL								
BEGINNING FUND BALANCE	\$ 38,828,621	\$ 38,828,621								
PLUS: REVENUE	78,404,906	497,324								
LESS: EXPENDITURES	(93,297,021)	(15,013,368)								
ENDING FUND BALANCE	\$ 23,936,506	\$ 24,312,577								

Recommended for approval by the February Finance & Facilities Committee.

SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE MONTH ENDED JANUARY 31, 2026
(Rounded)

An evenly distributed monthly budget	8.3%
Evenly distributed budget remaining	91.7%

Current Month

Revenue:

Nothing to report that is out of the normal course of business. Expecting approximately 50% of property tax settlement in March or April.

Expenditures:

1	Salaries and Benefits:	January is a three pay period month along with annual sick and vacation conversion payouts.	
2	Medicaid Costs:	Payments to DODD for the following costs: Quarterly Medicaid waiver administrative fee, Quarterly Medicaid waiver match.	\$ 476,600 9,748,200
3	Direct Contract Services:	Quarterly payment of an agreement with the Department of Job and Family Services for a dedicated case worker.	14,300

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 15, 2026

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, January 15, 2026
5:30 p.m.

The **annual organizational meeting** of the Summit County Developmental Disabilities Board was held on Thursday, January 15, 2026 at the Summit DD administrative offices located at 2355 2nd Street, Cuyahoga Falls, Ohio 44221. The **annual organizational meeting** convened at 5:30 p.m.

BOARD MEMBERS

Jason Dodson - *Excused*

Allyson V. James

Gregg Cramer

Tami Gaugler

Randy Briggs

Stacy Youssef

Elizabeth Schrack - *Excused*

ALSO PRESENT

Lisa Kamrowsky, Superintendent

Drew Williams, Assistant Superintendent

Laura Gleason, Director of HR

James Armstrong, Director of Legal Svcs.

Mira Pozna, Director of Fiscal

Russ DuPlain, Director of IT & Facilities

Maggi Albright, Recording Secretary

and others

I. NEW BOARD MEMBER – ELIZABETH SCHRACK

Elizabeth Schrack, Summit DD's new Board Member, was not able to attend the meeting tonight due to the inclement weather. The Superintendent noted that Ms. Schrack has received a short orientation with additional orientation meetings to follow. Maggi Albright will be disseminating an updated board roster and Board Members should feel free to reach out to Ms. Schrack. Mr. Cramer also encouraged other Members to reach out to Ms. Schrack to welcome her to the Board. He noted he has spoken with her, and she is looking forward to serving.

II. CALL TO ORDER ORGANIZATIONAL MEETING – ROLL CALL

Ms. James – Present

Mrs. Youssef - Present

Mrs. Gaugler – Present

Ms. Schrack – *Excused*

Mr. Cramer - Present

Mr. Dodson - *Excused*

Mr. Briggs - Present

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 15, 2026

ANNUAL ORGANIZATIONAL MEETING *(continued)*

III. ELECTION OF OFFICERS

The Superintendent thanked Mr. Cramer for serving as the Nominating Committee to collect information regarding Board Members interested in serving in an officer position in 2026. Mr. Cramer announced the proposed slate of officers for 2026:

President – Allyson V. James
Vice-President – Gregg Cramer
Secretary – Tami Gaugler

There were no objections to the proposed slate of officers.

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

Resolved that the election of Board Officers for 2026 be approved, as follows:
President – Allyson V. James; Vice President – Gregg Cramer; Secretary – Tami
Gaugler. Mr. Briggs made the motion and Mrs. Youssef seconded.

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

The motion was unanimously approved.

IV. ETHICS COMMITTEE

The Ethics Committee is advisory to the Board with the purpose of reviewing situations where Summit DD staff also work secondary employment for a provider agency or where a potential conflict of interest exists regarding a board member or a board member's family member receiving services. Historically there have been few issues to come before this committee, as the majority of Summit DD staff hold service & support administration certification and are precluded by Ohio law from working for a provider agency. Ethics Committee meets as needed and the Superintendent noted the last time the committee convened was in February 2024. Meetings are usually held directly after a regularly scheduled board meeting when needed. It was proposed that Randy Briggs, Jason Dodson, and Stacy Youssef serve on Ethics Committee in 2026; all agreed.

R E S O L U T I O N No. 26-01-02

Resolved that the Board Members appointed to serve on the Ethics Committee in 2026 are: Randy Briggs, Jason Dodson, and Stacy Youssef. Mrs. Gaugler made the motion and Mr. Cramer seconded.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 15, 2026

ANNUAL ORGANIZATIONAL MEETING *(continued)*

IV. ETHICS COMMITTEE *(continued)*

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

The motion was unanimously approved.

V. ASSIGNMENT OF BOARD MEMBERS TO SUPERINTENDENT COMMITTEES

The Finance & Facilities, Services & Supports and HR/LR Committees are advisory committees to the Superintendent. These meetings will continue to be held virtually once a month. Proposed committee assignments for 2026 are as follows:

- ✓ Finance & Facilities Committee: Tami Gaugler and Jason Dodson
- ✓ HR/LR Committee: Allyson V. James, Randy Briggs, and Stacy Youssef
- ✓ Services & Supports Committee: Gregg Cramer and Elizabeth Schrack

All Board Members agreed to these assignments. A 2026 meeting schedule for each committee will be developed and disseminated as soon as possible.

VI. BOARD MEMBER DECLARATIONS AND CODE OF ETHICS AND CONDUCT

Individuals appointed or reappointed to serve on county developmental disabilities boards are required by Ohio Revised Code to provide a Declaration of Eligibility to serve upon appointment or reappointment. The Declaration is designed to identify any potential conflicts of interest. Summit DD requests all Board Members review and sign this document annually as best practice. Additionally, Summit DD Board Members are also asked to sign a Code of Ethics and Conduct each year. Board Members were asked to review the documents then sign and return them to Maggi Albright when they are able.

The annual organizational meeting adjourned at 5:39 p.m.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 15, 2026

WORK SESSION

The **work session meeting** of the Summit County Developmental Disabilities Board convened at 5:39 p.m.

I. 2026 SUMMIT DD ACTION PLAN

The Action Plan identifies specific initiatives for 2026 that work toward the goals of the Agency's Long-Range Plan. There are eighteen action items that staff will be focusing on including several carry-over items from 2025. The Action Plan was shared with numerous stakeholders with no substantive feedback received. The 2026 Action Plan was recommended for approval by the December HR/LR, Finance & Facilities and Services & Supports Committees.

II. FAMILY & CHILDREN FIRST COUNCIL/SUMMIT DD SHARED POOL AGREEMENT

Summit County Family & Children First Council (FCFC) administers a pool of funds comprised of contributions from Summit DD, Children Services Board, Juvenile Court and the ADM Board. The funds are allocated to provide needed supports to children involved with multiple systems in Summit County to avoid out-of-home placement of the child. The 2026 request of \$110,700 is the same amount Summit DD contributed in 2025. Superintendent Kamlowsky commented that earlier today she attended the FCFC Parent Panel and in hearing their stories was reminded how important these shared pool funds are and the positive difference wraparound services are making for families in crisis in our community with one family reporting "*FCFC services transformed her family from crisis management to healing and thriving*". Ms. James, who also attended the FCFC Parent Panel, concurred that the stories were heart-wrenching and it was also very satisfying to see that the necessary resources are available for families who need them. The FCFC shared pool agreement has been recommended for approval by the December Finance & Facilities and Services & Supports Committees.

III. DECEMBER FINANCIAL STATEMENTS

Revenue in December included \$620,700 for quarterly reimbursement of Medicaid Administrative Claims, \$3,378,900 for the 2022 Cost Report settlement and \$86,100 for quarterly Title XX reimbursement. The County also posted a correction of tax collections in the amount of \$7,511,300 which was better than anticipated. Expenditures for the month included payment of \$39,100 for annual licensing, maintenance and support for IT systems, County chargeback of \$25,000 for annual audit fees, \$10,000 to renew a contract with Oswald Company for insurance brokerage fees, and \$10,000 for crisis prevention training with the Ohio State University Nisonger Center. This \$10,000 was fully funded with a grant. December was a premium holiday month realizing a cost benefit of \$592,900 for medical and dental coverages. December ended in a deficit position of \$12,052,983 with a fund balance of \$38,828,621.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 15, 2026

WORK SESSION *(continued)*

III. DECEMBER FINANCIAL STATEMENTS *(continued)*

Year end balances in other funds included: Gifts and Donations fund - \$86,478; Medicaid Reserve fund - \$9,659,347; Permanent Improvement Fund - \$1,516,004. Mr. Cramer asked where the Medicaid reserve funds are held. Ms. Pozna replied that this money is in a separate fund and slated to be used in the event the Agency requires it to pay its Medicaid match obligation. Mr. Cramer asked if it is an interest-bearing account. Ms. Pozna responded that it is an interest bearing account but that the County gets the interest earned on those funds.

The work session adjourned at 5:47 p.m.

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:50 p.m.

I. ROLL CALL

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

II. BOARD MEMBER CAUCUS

Mr. Cramer thanked Mr. Dodson for serving as Summit DD Board President for the past two years and remarked that Mr. Dodson is a very dedicated person who puts his heart into whatever he does. He has a sharp mind and deep commitment, and Summit DD is fortunate to have him as part of the Board. Mr. Cramer also thanked Ms. James for agreeing to serve in the President role in 2026 stating that he has served on the Board with Ms. James for the past four years and is very impressed with her commitment.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 15, 2026

BOARD MEETING *(continued)*

III. PUBLIC COMMENT

Leslie Frank, a parent and community member, thanked the Board for agreeing to the recent WEA I and WWSA contracts noting she was a former WWSA member for many years. Ms. Frank also commented on the 2026 Action Plan and hopes the general public will learn more about Summit DD's core services.

IV. APPROVAL OF MINUTES

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

R E S O L U T I O N No. 26-01-03

Resolved that the Board approve the minutes of the December 18, 2025 combined work session/regular meeting. Mr. Cramer made the motion and Mrs. Gaugler seconded.

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

The motion was unanimously approved.

V. BOARD ACTION ITEMS

A. 2026 SUMMIT DD ACTION PLAN

R E S O L U T I O N No. 26-01-04

Resolved that the Board approve the 2026 Summit DD Action Plan. Mrs. Gaugler made the motion and Mr. Briggs seconded.

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

The motion was unanimously approved.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 15, 2026

BOARD MEETING *(continued)*

V. BOARD ACTION ITEMS *(continued)*

B. FAMILY & CHILDREN FIRST COUNCIL/SUMMIT DD SHARED POOL CONTRACT

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

Resolved that the Board approve a contract with Summit County Family & Children First Council for the period January 1, 2026 through December 31, 2026 in an amount not to exceed One Hundred Ten Thousand Seven Hundred Dollars (\$110,700) and that the Superintendent be authorized to sign said contract. Mrs. Youssef made the motion and Mr. Cramer seconded.

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

The motion was unanimously approved.

C. DECEMBER FINANCIAL STATEMENTS

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

Resolved that the Board approve the December financial statements.
Mr. Cramer made the motion and Mr. Briggs seconded.

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

The motion was unanimously approved.

VI. SUPERINTENDENT'S REPORT

Superintendent Kamlowsky noted the Ohio legislature experienced one of its most active years in recent history with 955 bills introduced in the House and Senate compared to 578 bills introduced in the prior operating budget year. Property taxes emerged as a top priority for both the House and Senate. County board superintendents and the OACB provided testimony on fourteen separate occasions across five different bills and held over forty official meetings with state legislators.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 15, 2026

BOARD MEETING *(continued)*

VI. SUPERINTENDENT'S REPORT *(continued)*

Testimony & meeting topics included the importance of state funding for EI services, maintaining the state's contribution to the previously approved direct support professional rate increase, and continued support for Ohio's DD system. OACB provided testimony urging legislators to remove language from the budget bill that expanded the authority of county budget commissions, along with the elimination of replacement levies. Despite this advocacy, the language on both issues remained but following the passage of the budget Governor DeWine vetoed the elimination of replacement levies and the expanded authority of county budget commissions. Lawmakers voted to override the veto on replacement levies, making that change effective this month. The topic of expanded county budget commission powers was ultimately incorporated in House Bill 309 which will become effective March 20, 2026, authorizing the county budget commission to adjust collections on voted levies to an amount within levels the commission finds reasonable and prudent to avoid unnecessary or excessive collections. Other notable legislation in 2025 includes House Bill 144, known as Keith's Law, that expands the communications disability database to include all disabilities and provides access to all county 9-1-1 systems. The database was previously limited to people who have a communication disability only. Senate Bill 35 would establish supported decision-making agreements as the least restrictive alternative to guardianship for people with developmental disabilities. The bill passed in the Senate and is awaiting hearings in the House Children and Human Services Committee. Finally, House Bill 225 would establish a process to eliminate subminimum wage employment in Ohio. This bill awaits further hearings in the House Commerce and Labor Committee. Numerous other bills remain under consideration in the Ohio Legislature that could directly or indirectly impact people with disabilities, their families and county boards. There will be many opportunities for interested parties to engage in advocacy efforts throughout 2026. Federal legislative actions in 2025 included significant proposed changes to Medicaid that could affect people with disabilities and their families along with proposals to eliminate or significantly reduce funding for key programs. Advocacy efforts have emphasized the need to preserve Medicaid funding for developmental disability services specifically opposing cuts to the Federal Medicaid Assistance Percentage (FMAP), stressing the need for stability in the amounts shared between county boards and the federal government. Implementation of federal Medicaid changes will also continue to be a focus in 2026 and beyond. Ohio is awaiting additional guidance from the federal government relative to rules outlining the parameters of the Medicaid work requirements beginning January 1, 2027. This guidance is expected by June 1st. Ongoing discussions continue about eliminating the U.S. Department of Education which have raised concerns about oversight of special education programs.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 15, 2026

BOARD MEETING *(continued)*

VII. PRESIDENT'S COMMENTS

Ms. James echoed Mr. Cramer's remarks regarding outgoing President Dodson; Mr. Dodson did tremendous work, and she respects all that he has done for Summit DD. She commented that she won't be able to fill Mr. Dodson's shoes but will create her own. Ms. James noted that she has served on many boards, but this will be her first time chairing, and she looks forward to serving, supporting the Superintendent and her team and the community. She thanked everyone for putting their trust in her and stated she will do her best to serve well.

There being no further business, the Board Meeting adjourned at 6:02 p.m.

Tami Gaugler, Secretary