

MINUTES OF MEETING
BOARD OF DEVELOPMENTAL DISABILITIES SERVICES
February 1, 2017
Southeast Arkansas Human Development Center
Warren, Arkansas

The regular meeting of the Board of Developmental Disabilities Services (DDS) was held February 1, 2017 at the Southeast Arkansas Human Development Center. The meeting convened at 10:33 a.m. pursuant to the call of the Board Chair.

MEMBERS PRESENT: Board Chair Mr. Randy Laverty, Ms. Sally Hardin, Mr. Darrell Pickney, Ms. Artie Jones, Ms. Suzann McCommon, Mr. David Rosegrant and Dr. Linda Selman.

STAFF PRESENT: DDS Director Melissa Stone, Jeff Gonyea, Sarah Murphy, Diane Keith, Linda Scales, Forrest Steele, Steve Farmer, Avis Lane, Tammy Benbrook, Elizabeth Pitman, Dale Woodall and Thomas Tarpley.

OTHERS PRESENT: Jan Fortney, Rita Hoover, Southeast Arkansas HDC staff, parents and family members of HDC residents, Attorney General Representative Olan Reeves, Christian Adcock from Disability Rights Arkansas, and Gregg Reep of the Saline River Chronicle.

Mr. Laverty called the meeting to order, welcomed everyone in attendance and recognized Attorney General Representative, Olan Reeves. Steve Farmer, acting Southeast Arkansas HDC Superintendent, welcomed the Board and introduced HDC staff.

Mr. Laverty called for a motion to approve the minutes from the November 2, 2016 regular meeting of the DDS Board. Mr. Rosegrant made a motion that the minutes be approved. Dr. Selman seconded the motion which passed unanimously.

Ms. McCommon informed the Board of the purpose of the January 9, 2017 Administrative Services Subcommittee meeting. The Subcommittee reviewed DDS Board policies in depth to clarify the direct responsibilities of Board and the DDS Director. Ms. McCommon further advised the Subcommittee would reconvene in the near future to address another policy issue before making final recommendations to the full Board.

Ms. McCommon made a motion to approve the minutes from the January 9, 2017 Administrative Services Subcommittee meeting. Mr. Rosegrant seconded the motion which passed unanimously.

Ms. Sarah Murphy, Superintendent of Conway HDC, presented the report for the Human Development Centers. Ms. Murphy shared items of interest about each center along with information regarding demolition projects at Booneville HDC when were completed under budget. Mr. Farmer also updated the Board on the two products being processed by Southeast Arkansas HDC for the Kohler Company.

Forrest Steele, Residential Services Manager, presented information to the Board regarding a lease agreement renewal between Jonesboro Human Development Center and the Arkansas Forestry Commission. (Attachment 1) Ms. McCommon made a motion that the lease agreement be approved. Mr. Rosegrant seconded the motion which passed unanimously.

DDS Director Melissa Stone began her report with an update on the Legislative Session. The DHS Executive staff meets daily to track bills that are of interest to DHS/DDS. HB 1033 provides 8.7 million dollars in tobacco settlement funds which will be utilized in an effort to decrease the waiver wait list by 500 to 900 people. DDS is working on the quickest most efficient method to provide home and community based services. She also advised the Board of HB 1300 by Representative Miller which would mandate Medicaid to completely fund the waiver wait list. Ms. McCommon voiced concern this bill may not be in the best interest of the DD population and encouraged the Board to voice their opposition.

Ms. Stone shared information regarding the 2017 goals being set for DDS and the strategic planning teams that have been organized to carry out the goals. One goal of particular interest is the concept to establish an online store to promote and sell client products. DDS is currently working on a business model. In addition, DDS has been awarded an AmeriCorps grant which will be utilized to create sustainable gardens at the HDCs anticipating the gardens will develop into farmer's markets. Ms. Stone introduced Elizabeth Pitman, DDS Goals and Transformation Manager.

The Board discussed the 2017 Reimbursement Methodology provided during the November 2, 2016 meeting. Ms. McCommon made a motion to approve the methodology. Ms. Hardin seconded the motion which passed unanimously.

Mr. Lavery recognized Forrest Steele's upcoming retirement and his many years of dedicated service to DDS. Mr. Steele thanked the Board and voiced his pleasure in serving DDS.

Mr. Pickney noted inaccuracies in the HDC monthly statistical reports and requested the Superintendents remind staff of the importance of entering accurate information.

Mr. Lavery called for a motion for the meeting to be adjourned. Mr. Pickney made a motion for the meeting to be adjourned. Mr. Rosegrant seconded the motion which passed unanimously.
The meeting adjourned at 11:25 p.m.

ATTEST:


Mr. Randy Lavery, Chair, Board of DDS


Executive Secretary

Arkansas Building Authority
STATE OF ARKANSAS
COUNTY OF PULASKI

Expired

Lease Term: 05/01/10 to 04/30/15
Annual Rent: \$ Public Advantage
Square Feet: n/a
Rate: \$n/a
Type: Renewal
Worked By: Melinda Miller
County: 16 Agency: 415
Lease #: S6134

STATE OF ARKANSAS LEASE AGREEMENT BETWEEN STATE AGENCIES

This Lease is made this day of December 22nd, 2010, by which Lessor leases the PREMISES to Lessee.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: ARKANSAS DEPARTMENT OF HUMAN SERVICES - DIVISION OF DEVELOPMENTAL DISABILITIES SERVICE BOARD (DDS), P.O. Box 1437, Slot 2500, Little Rock, Arkansas 72203, an agency of the State of Arkansas.

"LESSEE" means: ~~ARKANSAS FORESTRY COMMISSION~~, Little Rock, Arkansas, 72204, an agency of the State of Arkansas.

1. DESCRIPTION OF PREMISES:

Certain lands owned by LESSOR in Jonesboro, Craighead County, Arkansas further described as:
Township 13 North, Range 4 East - Craighead County, Arkansas. Beginning at the NW Corner of the SWNW of Section 4, thence East along Fox Meadow Lane 209 feet, thence South 305 feet, thence West 209 feet to Caraway Road, thence North 205 feet to point of beginning and containing 1.5 acres more or less.

2. TERM:

The term of this Lease will begin on May 1, 2010 and end on April 30, 2015 unless the term shall be sooner terminated as hereinafter provided.

3. RENT:

The LESSEE agrees to pay to LESSOR the sum of \$ 1.00 per calendar annum on or before the tenth (10) day of such period, upon invoice from LESSOR, to be paid to LESSOR at: P.O. Box 1437, Little Rock, AR 72203-1437.

RENT:

4. UTILITIES AND SERVICES:

LESSEE shall be responsible for all cost associated with the utilities and services necessary to operate the facility constructed on the PREMISES with no cost or expense to LESSOR.

5. ALTERATIONS:

The LESSEE may attach fixtures and install signs in or to the PREMISES with LESSOR'S approval, which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted. Any subsequent requested space alterations, attaching fixtures, and erecting additions after the initial construction has been completed and accepted by the LESSEE shall be the responsibility of the LESSEE. No services or work will be performed for which an additional cost or fee will be charged by LESSOR without the prior written authorization of the LESSEE.

6. TERMINATION:

In addition to other remedies provided herein, the LESSEE may terminate this Lease by thirty (30) days written notice to LESSOR by ABA if the LESSEE'S funds are insufficient for it to continue the operation for which the PREMISES are being used.

The LESSOR shall have the right to terminate this Lease if the LESSEE fails to observe or comply with any of the terms or conditions herein within thirty (30) days after being notified in writing by the LESSOR of such failure. In the event more than thirty (30) days is reasonable required to observe or perform, the LESSEE shall, in good faith and within said thirty (30) day period, initiate action and provide a plan for observance or performance, and shall diligently prosecute the same to completion. Failure to take immediate action to correct any actions which may threaten or harm the health or safety of the individuals residing at the Human Development Center or employees thereof, after appropriate written notice is provided to the LESSEE, LESSOR shall have the right to terminate this Lease Agreement immediately.

7. ADDITIONAL PROVISIONS:

LESSOR and LESSEE mutually agree that the following additional provisions are hereby added to become a part of this Lease Agreement:

- (a) LESSOR shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES. If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSOR, the LESSOR, may terminate the Lease by giving written notice to the LESSEE, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.
- (b) LESSEE agrees to accept the lease PREMISES in "as is" condition. All modifications will be at the expense of the LESSEE.

- (c) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
- (d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
- (e) In all instances in which a LESSEE employs an individual or individuals who require an emergency evacuation auxiliary aid to safely exit the PREMISES during an emergency situation, the LESSEE is required to, and is solely responsible for obtaining, maintaining, and training in the use of said auxiliary aid. Any necessary installation of said device shall be coordinated and approved by the LESSOR. This requirement shall apply in all instances regardless of whether the disabled individual or individuals are employed at the time of the execution of this Lease, are hired and employed after execution of this Lease, or a current employee regardless of hire date becomes disabled so as to require an emergency evacuation auxiliary aid.
- (f) The LESSEE agrees that no toxic waste materials will be used, maintained, or disposed of on the leased PREMISES.
- (g) LESSEE may, with the permission and authorization of the DDS Board, sublet or assign portions of the lease PREMISES.
- (h) The LESSEE has acquired no mineral rights under this Lease Agreement. The LESSOR retains the right to Lease or dispose of the mineral interest in the leases property and may develop, lease or otherwise dispose of the mineral interest during the term of the Lease. Nothing in this Lease limits or restricts the mineral rights of the LESSOR.
- (i) Arkansas Forestry Commission agrees to allow the property to be used by The Jonesboro Human Development Center (JHDC) as a supported work training site in which JHDC staff would accompany and supervise a JHDC Client. The clients would perform outdoor yard work and would continually be supervised by an employee of the JHDC. The Clients will be paid through the JHDC training funds.
- (j) Arkansas Forestry Commission agrees to provide the use of their dozer and an operator to the Jonesboro Human Development Center as needed EXCEPT during the CRP and Fire Season.
- (k) Arkansas Forestry Commission Personnel will conduct timber management activities on the Jonesboro Human Development Center facility at no cost to said facility.
- (l) The LESSOR, LESSEE and ABA agree that should the Lease expire prior to the execution of any proposed Amendment Agreement, the parties agree that the Lease is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or Inconsistencies, or both. This paragraph should not be construed between the parties as an agreement that the Lease will be extended for additional terms, but rather as an option between the parties to enter into future negotiations for additional terms should they so desire.

(m) Should any provision or portion of such provisions of the Lease be held invalid, the remainder of this Lease or their remainder of such provision shall not be affected thereby.

(n) This Lease contains the entire agreement of the parties.

Executed by the parties who individually represent that each has the authority to enter into this Lease:

LESSOR:

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL
DISABILITIES BOARD

By: Suzann McCommon
Suzann McCommon, Board Chair

Date: 2-2-2011

LESSEE:

ARKANSAS FORESTRY COMMISSION

By: Robert C. [Signature]
Commission Chief Fiscal Officer

Date: 2-9-11

ARKANSAS BUILDING AUTHORITY
as Agent for the State

By: Catherine Mulkey
Catherine Mulkey, Administrator

Date: 2/24/11

By: Anne W. Laidlaw
Anne W. Laidlaw, Director *AW*

Date: 3/3/11