

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**BOARD MINUTES**

**July 19, 2023**

**Board Members Present**

Laura Janson  
Richard Suttell  
Uschy Keiper  
Stacey Wilder  
Mark Jackson  
Martin Miller

**Administration**

Donald Rice  
Dave Carlson  
Janice Chesnes  
Kellie Tvergyak-Oznowich  
Richelle Mills  
Megan Thirion  
Meredith Myers

**Board Members Absent**

Dave Lair

**I. Call to Order:**

- a. Roll Call 2023 Board:  
A call of the roll indicated that all Board Members were present, except Mr. Lair. There being a quorum present, Mrs. Janson, President of the Board, called the meeting to order.
- b. Approval of Minutes:  
Resolution 23-56(A) was presented to approve the minutes for the June 21, 2023, meeting. This resolution was approved.
- c. Donations to Program:  
There were no donations to approve.
- d. Personnel Actions:  
Resolution 23-05(P) was presented approving personnel actions. This resolution was accepted and approved.

**II. Financial**

- a. Financial Statement Review:  
Mr. Carlson provided a review of the financial statements of all funds for the time period processed in June of 2023. See attached.
- b. Ethics Recommendations:  
Resolution 23-57(A) was presented to approve the ethics recommendation for the time period processed. The Board found that these payments do not present a conflict of interest and this resolution was accepted and approved.
- c. Financial Transactions and Voucher Approvals:  
Resolution 23-11(B) was presented detailing financial transactions and Resolution 23-12(B) was presented approving voucher schedules for the period indicated. These resolutions were approved.

**III. Board Status Reports:**

Mr. Rice reviewed status reports.

**IV. Program Reports:**

Mr. Rice reviewed program reports.

**V. New Business:**

- a. Approvals:
  - i. Supplemental Appropriation:  
Resolution 23-58(A) was presented approving a Supplemental Appropriation for Waiver Match. This resolution was approved.

- ii. Then and Now:  
Resolution 23-59(A) was presented approving a Then and Now for electrical energy services. This resolution was approved.
  - iii. Grants:  
Resolution 23-60(A) was presented approving grant requests made by MSI, and Clear Skies Ahead. This resolution was approved.
  - iv. LFSA Contracts:  
Resolution 23-61(A) was presented approving a list of LFSAs for client services. This resolution was approved.
  - v. Disposal of Assets:  
Resolution 23-62(A) was presented approving the disposal of assets. This resolution was approved.
- b. Issues:
- i. August Board Meeting:  
Mr. Rice reminded the board there is no board meeting in August.
  - ii. Deed Restrictions:  
Mr. Rice informed the board of the legalities connected with the deed restrictions of the Metzenbaum Center property.
  - iii. Annual Plan Goals and Objectives:  
Mr. Rice reviewed with the board what goals have been accomplished and are being finished.

**VI. General Announcements:**

Mrs. Janson called for any other general announcements from the Board or the public:

**VII. Other Business – comments from the floor:**

Mrs. Janson called for any other business from the Board or the public:

**VIII. Executive Session:**

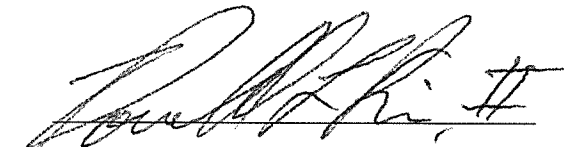
Resolution 23-63(A) was presented approving to move into Executive Session, Pursuant to ORC 121.22 (G)(1) To consider the appointment, employment, dismissal, discipline, promotion...

**IX. Adjournment:**

Mrs. Janson, board president adjourned the meeting.

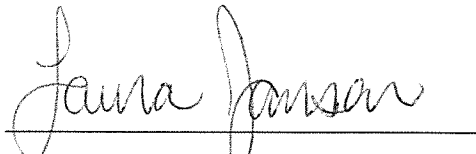
***The Next Board meeting will be on September 20, 2023.***

Submitted:



Donald L. Rice II, Superintendent

Approval:



Board President

cc: Bd. of Geauga Co. Commissioners, Geauga Co. Probate Court, Geauga Co. Prosecutor

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

April 10, 2024

**Resolution: 24-46(A)**

BE IT RESOLVED to amend the July 2023 GCBDD meeting minutes to include the attached pages.

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

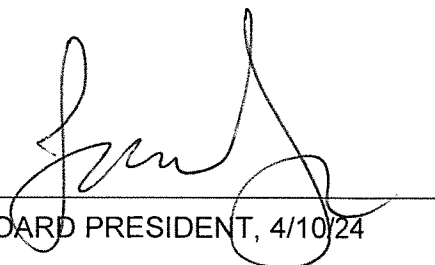
MOTION: *Mr. Miller*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

|             |                                      |                          |                               |             |                                      |                          |                               |
|-------------|--------------------------------------|--------------------------|-------------------------------|-------------|--------------------------------------|--------------------------|-------------------------------|
| Mrs. Janson | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Abstain | Mr. Jackson | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Abstain |
| Mr. Suttell | <input type="radio"/> Yes            | <input type="radio"/> No | <input type="radio"/> Abstain | Mr. Miller  | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Abstain |
| Mrs. Keiper | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Abstain | Mrs. Wilder | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Abstain |
| Mr. Lair    | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Abstain |             |                                      |                          |                               |

  
BOARD PRESIDENT, 4/10/24

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**Board Meeting Agenda**

**July 19, 2023**

**I. Call to Order and Roll Call:**

- a. Roll Call 2023 Board
- b. Approval of June 2023 Minutes
- c. Donation Approvals
- d. Personnel Actions

**II. Financial:**

- a. Financial Statement Review
- b. Ethics Recommendation
- c. Financial Transactions and Voucher Approvals

**III. Board Status Reports:**

**IV. Program Reports:**

**V. New Business:**

- a. Approvals:
  - i. Supplemental Appropriation
  - ii. Then and Now
  - iii. Grants
  - iv. Locally Funded Services Agreements
  - v. Disposal of Assets
- b. Issues:
  - i. No Meeting in August
  - ii. Deed Restrictions
  - iii. Annual Plan Goals and Objectives

**VI. General Announcements:**

**VII. Other Business – comments from the floor:**

**VIII. Executive Session:**

- a. Pursuant to ORC 121.22(G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, ...

**IX. Adjournment**

***Next Board Meeting: September 20, 2023***

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

July 19, 2023


July 19, 2023, Bd. Meeting

Roll Call: 2023 Board

ROLL CALL:

|             |      |        |             |      |        |
|-------------|------|--------|-------------|------|--------|
| Mrs. Janson | Here | Absent | Mr. Jackson | Here | Absent |
| Mr. Suttell | Here | Absent | Mr. Miller  | Here | Absent |
| Mrs. Keiper | Here | Absent | Mrs. Wilder | Here | Absent |
| Mr. Lair    | Here | Absent |             |      |        |

Mrs. Wilder came  
in @ 6:05pm

  
BOARD PRESIDENT, 7/19/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

July 19, 2023

**Resolution: 23-56(A)**

BE IT RESOLVED to approve the attached minutes of the June 21, 2023, Board meeting.

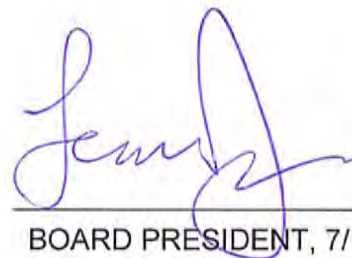
MOTION: *Mr. Jackson*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

|             |                |    |                |             |            |    |                |
|-------------|----------------|----|----------------|-------------|------------|----|----------------|
| Mrs. Janson | <del>Yes</del> | No | <u>Abstain</u> | Mr. Jackson | <u>Yes</u> | No | Abstain        |
| Mr. Suttell | <u>Yes</u>     | No | Abstain        | Mr. Miller  | Yes        | No | <u>Abstain</u> |
| Mrs. Keiper | <u>Yes</u>     | No | Abstain        | Mrs. Wilder | Yes        | No | Abstain        |
| Mr. Lair    | Yes            | No | Abstain        |             |            |    |                |



BOARD PRESIDENT, 7/19/23

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**BOARD MINUTES**

**June 21, 2023**

**Board Members Present**

Mark Jackson  
Richard Suttell  
Uschy Keiper  
Stacey Wilder  
Dave Lair

**Administration**

Donald Rice  
Dave Carlson  
Janice Chesnes  
Kellie Tvergyak-Oznowich  
Richelle Mills  
Rean Davis  
Megan Thirion  
Meredith Myers

**Board Members Absent**

Laura Janson  
Martin Miller

**I. Call to Order:**

a. Roll Call 2023 Board:

A call of the roll indicated that all Board Members were present, except Mrs. Janson and Mr. Miller. There being a quorum present, Mr. Suttell, Vice President of the Board, called the meeting to order.

b. Approval of Minutes:

Resolution 23-45(A) was presented to approve the minutes for the May 17, 2023, meeting. This resolution was approved.

c. Donations to Program:

Resolution 23-05(D) was presented approving donations to the program. This resolution was accepted and approved.

d. Personnel Actions:

Resolution 23-04(P) was presented approving personnel actions. This resolution was accepted and approved.

**II. Financial**

a. Financial Statement Review:

Mr. Carlson provided a review of the financial statements of all funds for the time period processed in May of 2023. See attached.

b. Ethics Recommendations:

Resolution 23-46(A) was presented to approve the ethics recommendation for the time period processed. The Board found that these payments do not present a conflict of interest and this resolution was accepted and approved.

c. Financial Transactions and Voucher Approvals:

Resolution 23-09(B) was presented detailing financial transactions and Resolution 23-10(B) was presented approving voucher schedules for the period indicated. These resolutions were approved.

**III. Board Status Reports:**

Mr. Rice reviewed status reports.

#### **IV. Program Reports:**

Mr. Rice reviewed program reports.

#### **V. New Business:**

##### **a. Approvals:**

##### **i. Cash Transfer:**

Resolution 23-47(A) was presented approving a cash transfer for Waiver Match, unemployment claims, and maintenance needs. This resolution was approved.

##### **ii. Grant Requests:**

Resolution 23-48(A) was presented approving grant requests made by Rainbow of Hope, and Solid Rock on Which We Stand. This resolution was approved

##### **iii. LFSA Contracts:**

Resolution 23-49(A) was presented approving a list of LFSAs for transportation services. This resolution was approved.

##### **iv. NEON Contract:**

Resolution 23-50(A) was presented approving a contract with NEON for pre-accreditation review services. This resolution was approved.

##### **v. August Board Meeting:**

Resolution 23-51(A) was presented approving the cancelation of the August board meeting. This resolution was approved.

##### **vi. Disposal of Assets:**

Resolution 23-52(A) was presented approving the disposal of assets. This resolution was approved.

##### **b. Issues**

##### **i. Golf Outing:**

Mr. Rice reported to the Board details regarding the Metzenbaum Center golf outing results.

#### **VI. General Announcements:**

Mr. Suttell called for any other general announcements from the Board or the public:

- a. Mr. Rice informed the Board of a local resident who has contacted Mr. Rice with concerns about the use of the Geauga DD public property and what local home values will reflect from it.

#### **VII. Other Business – comments from the floor:**

Mr. Suttell called for any other business from the Board or the public:

#### **VIII. Executive Session:**

Resolution 23-53(A) was presented approving to move into Executive Session, Pursuant to ORC 121.22 (G)(1) To consider the appointment, employment, dismissal, discipline, promotion...



a. Approvals:

i. Staff Wage Increase:

Resolution 23-54(A) was presented approving wage increases for Geauga DD staff. This resolution was approved.

ii. Superintendent Wage Increase:

Resolution 23-55(A) was presented approving a wage increase for the Superintendent. This resolution was approved.

**IX. Adjournment**

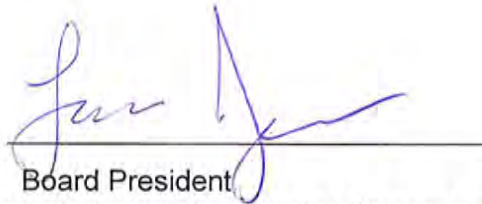
***The Next Board meeting will be on July 19, 2023.***

Submitted:

Approval:



Donald L. Rice II, Superintendent



Board President

*cc: Bd. of Geauga Co. Commissioners, Geauga Co. Probate Court, Geauga Co. Prosecutor*

# Geauga County Board of DD Revenue and Expense Report

5/1/23-5/31/23

| Account #                  | Account Description              | Budget                 | MTD<br>Actual         | YTD<br>Actual         | Remaining<br>Budget    | % of<br>Budget |
|----------------------------|----------------------------------|------------------------|-----------------------|-----------------------|------------------------|----------------|
| <b>REVENUE</b>             |                                  |                        |                       |                       |                        |                |
| 401                        | Property and Other Taxes         | 12,035,803.00          | .00                   | 6,225,599.77          | 5,810,203.23           | 52%            |
| 410                        | State Reimbursement-Real Estate  | 1,180,460.00           | .00                   | 597,876.23            | 582,583.77             | 51%            |
| 412                        | Federal Grants                   | 696,000.00             | 110,981.57            | 424,616.87            | 271,383.13             | 61%            |
| 413                        | State Revenues                   | 600,000.00             | 24,393.73             | 210,285.39            | 389,714.61             | 35%            |
| 420                        | Fees                             | 766,000.00             | 24,269.25             | 415,035.24            | 350,964.76             | 54%            |
| 450                        | Interest                         | .00                    | .00                   | 4,372.73              | (4,372.73)             | --             |
| 451                        | Donations                        | 20,000.00              | 350,548.06            | 372,381.62            | (352,381.62)           | --             |
| 452                        | Other Revenue                    | 200,000.00             | 507.89                | 1,003,716.87          | (803,716.87)           | 502%           |
| 457                        | Reimbursements                   | .00                    | .00                   | .00                   | .00                    | --             |
|                            |                                  | <u>\$15,498,263.00</u> | <u>\$510,700.50</u>   | <u>\$9,253,884.72</u> | <u>\$6,244,378.28</u>  | <u>60%</u>     |
| <b>EXPENSE</b>             |                                  |                        |                       |                       |                        |                |
| 501                        | Salaries                         | 3,502,000.00           | 247,190.60            | 1,251,205.53          | 2,250,794.47           | 36%            |
| 502                        | Medicare                         | 51,000.00              | 3,498.13              | 17,707.12             | 33,292.88              | 35%            |
| 503                        | Hospitalization                  | 750,000.00             | 62,096.36             | 303,750.10            | 446,249.90             | 41%            |
| 504                        | OPERS                            | 490,280.00             | 49,613.42             | 183,782.15            | 306,497.85             | 37%            |
| 505                        | Workers Compensation             | 15,000.00              | .00                   | .00                   | 15,000.00              | --             |
| 506                        | Unemployment                     | 7,000.00               | .00                   | 1,394.90              | 5,605.10               | 20%            |
| 507                        | STRS                             | 18,000.00              | 1,060.55              | 5,634.40              | 12,365.60              | 31%            |
| 601                        | Contract Services                | 864,647.50             | 85,672.37             | 303,813.73            | 560,833.77             | 35%            |
| 701                        | Materials and Supplies           | 397,649.47             | 16,532.37             | 163,568.78            | 234,080.69             | 41%            |
| 801                        | Equipment                        | 231,029.64             | 11,921.19             | 53,215.74             | 177,813.90             | 23%            |
| 901                        | Other                            | 304,579.69             | 2,113.00              | 156,844.96            | 147,734.73             | 51%            |
| 902                        | Travel                           | 69,384.20              | 3,747.59              | 20,662.64             | 48,721.56              | 30%            |
| 903                        | Advertising                      | 40,000.00              | 10,938.59             | 16,850.76             | 23,149.24              | 42%            |
| 601                        | Res Svc (2063) Contract Services | 8,583,638.88           | 1,201,190.12          | 3,059,907.22          | 5,523,731.66           | 36%            |
| 601                        | Capital (4023) Contract Services | 1,345,878.44           | 403,489.40            | 407,151.10            | 938,727.34             | 30%            |
| 901                        | Donation (2058) Other Expenses   | 47,663.42              | 21,389.01             | 23,798.63             | 23,864.79              | 50%            |
|                            |                                  | <u>\$16,717,751.24</u> | <u>\$2,120,452.70</u> | <u>\$5,969,287.76</u> | <u>\$10,748,463.48</u> | <u>36%</u>     |
| <b>INTERFUND TRANSFERS</b> |                                  |                        |                       |                       |                        |                |
| 499                        | Transfers In-2063                | 8,400,000.00           | 4,000,000.00          | 5,000,000.00          | 3,400,000.00           | 60%            |
| 499                        | Transfers In-2096                | .00                    | .00                   | .00                   | .00                    | 0%             |
| 999                        | Transfers Out                    | 8,400,000.00           | 4,000,000.00          | 5,000,000.00          | 3,400,000.00           | 60%            |

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

July 19, 2023

Resolution: 23-04(P)

BE IT RESOLVED to confirm the following personnel actions:

| <u>Appointments</u> | <u>Position</u>     | <u>Department</u> | <u>Date</u> |
|---------------------|---------------------|-------------------|-------------|
| Brock Zenisek       | Maintenance Worker  | Bldgs. & Grounds  | 6/7/2023    |
| Ashley Gubanyar     | Service Coordinator | EI/HMG            | 6/19/2023   |

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| <u>Separations</u> |
|--------------------|
| No Changes         |

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| <u>Changes</u> |
|----------------|
| No Changes     |

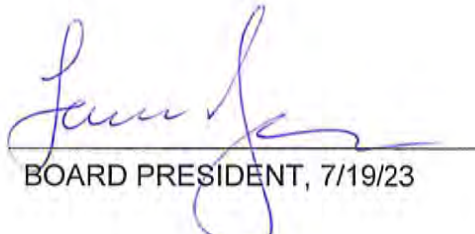
MOTION: Mrs. Janson

SECOND: Mrs. Keiper

DISCUSSION:

ROLL CALL:

|             |            |    |         |             |            |    |         |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <u>Yes</u> | No | Abstain | Mr. Jackson | <u>Yes</u> | No | Abstain |
| Mr. Suttell | <u>Yes</u> | No | Abstain | Mr. Miller  | <u>Yes</u> | No | Abstain |
| Mrs. Keiper | <u>Yes</u> | No | Abstain | Mrs. Wilder | Yes        | No | Abstain |
| Mr. Lair    | Yes        | No | Abstain |             |            |    |         |

  
BOARD PRESIDENT, 7/19/23

# Geauga County Board of DD Revenue and Expense Report

6/1/2023-6/30/2023

| Account #                  | Account Description                | Budget                 | MTD<br>Actual         | YTD<br>Actual         | Remaining<br>Budget    | % of<br>Budget |
|----------------------------|------------------------------------|------------------------|-----------------------|-----------------------|------------------------|----------------|
| <b>REVENUE</b>             |                                    |                        |                       |                       |                        |                |
| 401                        | Property and Other Taxes           | 12,035,803.00          | 50,392.75             | 6,275,992.52          | 5,759,810.48           | 52%            |
| 410                        | State Reimbursement-Real Estate    | 1,180,460.00           | .00                   | 597,876.23            | 582,583.77             | 51%            |
| 412                        | Federal Grants                     | 696,000.00             | 44,730.66             | 469,347.53            | 226,652.47             | 67%            |
| 413                        | State Revenues                     | 600,000.00             | 73,181.22             | 283,466.61            | 316,533.39             | 47%            |
| 420                        | Fees                               | 766,000.00             | 113,392.44            | 528,427.68            | 237,572.32             | 69%            |
| 450                        | Interest                           | .00                    | .00                   | 4,372.73              | (4,372.73)             | --             |
| 451                        | Donations                          | 20,000.00              | 115.00                | 372,496.62            | (352,496.62)           | 1862%          |
| 452                        | Other Revenue                      | 200,000.00             | 102.04                | 1,003,818.91          | (803,818.91)           | 502%           |
| 452.0104                   | Other Revenue Real Estate Fee Fund | .00                    | 1,820.00              | 1,820.00              | (1,820.00)             | --             |
| 457                        | Reimbursements                     | .00                    | .00                   | .00                   | .00                    | --             |
|                            |                                    | <b>\$15,498,263.00</b> | <b>\$283,734.11</b>   | <b>\$9,537,618.83</b> | <b>\$5,960,644.17</b>  | <b>62%</b>     |
| <b>EXPENSE</b>             |                                    |                        |                       |                       |                        |                |
| 501                        | Salaries                           | 3,502,000.00           | 385,114.05            | 1,636,319.58          | 1,865,680.42           | 47%            |
| 502                        | Medicare                           | 51,000.00              | 5,496.16              | 23,203.28             | 27,796.72              | 45%            |
| 503                        | Hospitalization                    | 750,000.00             | 59,941.22             | 363,691.32            | 386,308.68             | 48%            |
| 504                        | OPERS                              | 490,280.00             | 33,529.46             | 217,311.61            | 272,968.39             | 44%            |
| 505                        | Workers Compensation               | 15,000.00              | .00                   | .00                   | 15,000.00              | --             |
| 506                        | Unemployment                       | 7,000.00               | .00                   | 1,394.90              | 5,605.10               | 20%            |
| 507                        | STRS                               | 18,000.00              | 1,787.30              | 7,421.70              | 10,578.30              | 41%            |
| 601                        | Contract Services                  | 1,064,647.50           | 47,603.98             | 351,417.71            | 713,229.79             | 33%            |
| 701                        | Materials and Supplies             | 397,649.47             | 26,229.45             | 189,798.23            | 207,851.24             | 48%            |
| 801                        | Equipment                          | 231,029.64             | 1,668.68              | 54,884.42             | 176,145.22             | 24%            |
| 901                        | Other                              | 304,579.69             | 8,599.04              | 165,444.00            | 139,135.69             | 54%            |
| 902                        | Travel                             | 69,384.20              | 5,604.92              | 26,267.56             | 43,116.64              | 38%            |
| 903                        | Advertising                        | 40,000.00              | 691.27                | 17,542.03             | 22,457.97              | 44%            |
| 601                        | Res Svc (2063) Contract Services   | 10,583,638.88          | 1,685,177.38          | 4,745,084.60          | 5,838,554.28           | 45%            |
| 601                        | Capital (4023) Contract Services   | 1,345,878.44           | .00                   | 407,151.10            | 938,727.34             | 30%            |
| 901                        | Donation (2058) Other Expenses     | 47,663.42              | 259.56                | 24,058.19             | 23,605.23              | 50%            |
|                            |                                    | <b>\$18,917,751.24</b> | <b>\$2,261,702.47</b> | <b>\$8,230,990.23</b> | <b>\$10,686,761.01</b> | <b>44%</b>     |
| <b>INTERFUND TRANSFERS</b> |                                    |                        |                       |                       |                        |                |
| 499                        | Transfers In-2063                  | 10,400,000.00          | .00                   | 5,000,000.00          | 5,400,000.00           | 48%            |
| 499                        | Transfers In-2096                  | .00                    | .00                   | .00                   | .00                    | 0%             |
| 999                        | Transfers Out                      | 8,400,000.00           | .00                   | 5,000,000.00          | 3,400,000.00           | 60%            |

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

July 19, 2023

**Resolution: 23-57(A)**

BE IT RESOLVED that the Board has reviewed the financial transactions processed in the time period of June 2023.

BE IT FURTHER RESOLVED that upon review, it was found that payments do not present a conflict of interest and no violation of the ethics rule was determined to have occurred.

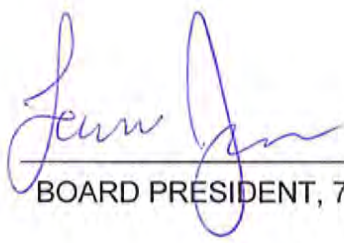
MOTION: *Mrs. Keiper*

SECOND: *Mr. Miller*

DISCUSSION:

ROLL CALL:

|             |            |    |         |             |            |    |         |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <u>Yes</u> | No | Abstain | Mr. Jackson | <u>Yes</u> | No | Abstain |
| Mr. Suttell | <u>Yes</u> | No | Abstain | Mr. Miller  | <u>Yes</u> | No | Abstain |
| Mrs. Keiper | <u>Yes</u> | No | Abstain | Mrs. Wilder | <u>Yes</u> | No | Abstain |
| Mr. Lair    | Yes        | No | Abstain |             |            |    |         |

  
BOARD PRESIDENT, 7/19/23

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 23 - 11 (B) Financial Transactions June, 2023

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated July 19th, 2023 approved the following purchase order certifications and financial transactions for the General Operating, Donation, Residential, and Construction Funds (accounts with no activity not shown).

**Operating Fund (2027)**

**Payroll and Related Encumbrances:**

| Account            | Amount               |
|--------------------|----------------------|
| 501 - Salaries     | \$ 385,114.05        |
| 502 - Medicare     | \$ 5,496.16          |
| 504 - PERS         | \$ 33,529.46         |
| 505 - Workers Comp | \$ -                 |
| 506 - Unemployment | \$ -                 |
| 507 - STRS         | \$ 1,787.30          |
|                    | <u>\$ 425,926.97</u> |

Pay Dates: 6/2,6/16,6/20

**Purchase Orders:**

| Vendor                     | Fund | Amount       | Description                                     | PO Number     |
|----------------------------|------|--------------|---|---------------|
| ESC OF THE WESTERN RESERVE | 2027 | \$ 18,781.00 | Equipment - Desk Phone and Algo Devices         | 2023-00002750 |
| FELBER INDUSTRIAL INC      | 2027 | \$ 3,780.00  | Equipment - Cubicles and Panels                 | 2023-00002742 |
| FULTON SIGN & DECAL INC    | 2027 | \$ 3,356.00  | Contracted Services - Exterior Signage          | 2023-00002717 |
| PLAYTIME THERAPY LLC       | 2063 | \$ 16,000.00 | Contracted Services - Physical Therapy Contract | 2023-00002726 |
| ROSE, TIMOTHY G            | 2063 | \$ 4,000.00  | Contracted Services - Transportation            | 2023-00002667 |
| SMITH, ANGELIA             | 2063 | \$ 3,000.00  | Contracted Services - Transportation            | 2023-00002666 |

\$ 48,917.00

Motion: *Mrs. Janson*  
 Second: *Mrs. Keiper*  
 Discussion?

**Roll Call Vote:**

|              |                                      |                           |                               |              |                                      |                           |                               |
|--------------|--------------------------------------|---------------------------|-------------------------------|--------------|--------------------------------------|---------------------------|-------------------------------|
| Mr. Jackson: | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain | Mr. Miller:  | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain |
| Mrs. Janson: | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain | Mr. Suttell: | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain |
| Mrs. Wilder: | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain | Mr. Lair:    | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain |
| Mrs. Keiper: | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain |              |                                      |                           |                               |

*[Signature]*  
 \_\_\_\_\_  
 President

BY OFFICIAL ACTION OF THE BOARD

July 19th, 2023

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 23 - 12 (B) Voucher Approval - June, 2023

BE IT RESOLVED to confirm the payment of Voucher Schedule **23 12 - O** with expenditures totaling **150,338.56**

| ACCOUNT                    | CY 2023 APPROP       | EXPENDITURES        |                           |                     | APPROP BALANCE      | PERCENT EXPENDED |
|----------------------------|----------------------|---------------------|---------------------------|---------------------|---------------------|------------------|
|                            |                      | BEGINNING 06/01/23  | PERIOD 6/1/2023-6/30/2023 | YTD                 |                     |                  |
| 503 Hospitalization        | 750,000.00           | 303,750.10          | 59,941.22                 | 363,691.32          | 386,308.68          | 48%              |
| 601 Contract Services      | 864,647.50           | 303,813.73          | 47,603.98                 | 351,417.71          | 513,229.79          | 41%              |
| 701 Materials and Supplies | 397,649.47           | 163,568.78          | 26,229.45                 | 189,798.23          | 207,851.24          | 48%              |
| 801 Equipment              | 231,029.64           | 53,215.74           | 1,668.68                  | 54,884.42           | 176,145.22          | 24%              |
| 901 Other                  | 304,579.69           | 156,844.96          | 8,599.04                  | 165,444.00          | 139,135.69          | 54%              |
| 902 Travel                 | 69,384.20            | 20,662.64           | 5,604.92                  | 26,267.56           | 43,116.64           | 38%              |
| 903 Advertising            | 40,000.00            | 16,850.76           | 691.27                    | 17,542.03           | 22,457.97           | 44%              |
| 999 Transfers Out          | 8,400,000.00         | 5,000,000.00        | -                         | 5,000,000.00        | 3,400,000.00        | 60%              |
| <b>TOTAL</b>               | <b>11,057,290.50</b> | <b>6,018,706.71</b> | <b>150,338.56</b>         | <b>6,169,045.27</b> | <b>4,888,245.23</b> | <b>56%</b>       |

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 12 - D** with expenditures totaling **259.56**

| ACCOUNT            | CY 2023 APPROP   | EXPENDITURES       |                           |                  | APPROP BALANCE   | PERCENT EXPENDED |
|--------------------|------------------|--------------------|---------------------------|------------------|------------------|------------------|
|                    |                  | BEGINNING 06/01/23 | PERIOD 6/1/2023-6/30/2023 | YTD              |                  |                  |
| 901 Other Expenses | 47,663.42        | 23,798.63          | 259.56                    | 24,058.19        | 23,605.23        | 50%              |
| <b>TOTAL</b>       | <b>47,663.42</b> | <b>23,798.63</b>   | <b>259.56</b>             | <b>24,058.19</b> | <b>23,605.23</b> | <b>50%</b>       |

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 12 - R** with expenditures totaling **1,685,177.38**

| ACCOUNT               | CY 2023 APPROP      | EXPENDITURES        |                           |                     | APPROP BALANCE      | PERCENT EXPENDED |
|-----------------------|---------------------|---------------------|---------------------------|---------------------|---------------------|------------------|
|                       |                     | BEGINNING 06/01/23  | PERIOD 6/1/2023-6/30/2023 | YTD                 |                     |                  |
| 601 Service Contracts | 8,583,638.88        | 3,059,907.22        | 1,685,177.38              | 4,745,084.60        | 3,838,554.28        | 55%              |
| <b>TOTAL</b>          | <b>8,583,638.88</b> | <b>3,059,907.22</b> | <b>1,685,177.38</b>       | <b>4,745,084.60</b> | <b>3,838,554.28</b> | <b>55%</b>       |

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 12 - C** with expenditures totaling

| ACCOUNT               | CY 2023 APPROP      | EXPENDITURES       |                           |                   | APPROP BALANCE    | PERCENT EXPENDED |
|-----------------------|---------------------|--------------------|---------------------------|-------------------|-------------------|------------------|
|                       |                     | BEGINNING 06/01/23 | PERIOD 6/1/2023-6/30/2023 | YTD               |                   |                  |
| 601 Service Contracts | 1,345,878.44        | 407,141.10         | -                         | 407,141.10        | 938,737.34        | 30%              |
| <b>TOTAL</b>          | <b>1,345,878.44</b> | <b>407,141.10</b>  | <b>-</b>                  | <b>407,141.10</b> | <b>938,737.34</b> | <b>30%</b>       |

Motion: *Mrs. Janson*  
 Second: *Mrs. Keiper*  
 Discussion?

Roll Call Vote:

|              |                                      |                           |                               |              |                                      |                           |                               |
|--------------|--------------------------------------|---------------------------|-------------------------------|--------------|--------------------------------------|---------------------------|-------------------------------|
| Mr. Jackson: | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain | Mr. Miller:  | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain |
| Mrs. Janson: | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain | Mr. Suttell: | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain |
| Mrs. Wilder: | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain | Mr. Lair:    | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain |
| Mrs. Keiper: | <input checked="" type="radio"/> Yea | <input type="radio"/> Nay | <input type="radio"/> Abstain |              |                                      |                           |                               |

*[Signature]*  
 \_\_\_\_\_  
 President

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

July 19, 2023

**Resolution: 23-58(A)**

BE IT RESOLVED to approve a Supplemental Appropriation of \$2,000,000 in the General Fund Transfer Out account (2027-056-00-999). This amount will be used for waiver match.

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

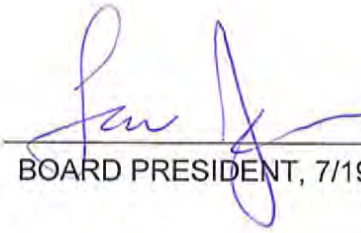
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

|             |            |    |         |             |            |    |         |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <u>Yes</u> | No | Abstain | Mr. Jackson | <u>Yes</u> | No | Abstain |
| Mr. Suttell | <u>Yes</u> | No | Abstain | Mr. Miller  | <u>Yes</u> | No | Abstain |
| Mrs. Keiper | <u>Yes</u> | No | Abstain | Mrs. Wilder | <u>Yes</u> | No | Abstain |
| Mr. Lair    | Yes        | No | Abstain |             |            |    |         |

  
BOARD PRESIDENT, 7/19/23



GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

July 19, 2023

**Resolution: 23-59(A)**

BE IT RESOLVED to approve a Then and Now Certification as indicated below:

- Mid American Energy Services – Total amount: \$3,907.14 for Electrical Energy Supplier Services

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

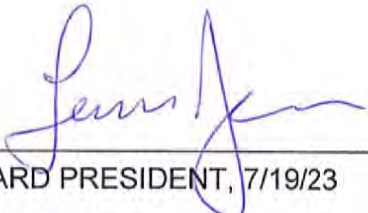
MOTION: *Mrs. Keiper*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

|             |            |    |         |             |            |    |         |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <u>Yes</u> | No | Abstain | Mr. Jackson | <u>Yes</u> | No | Abstain |
| Mr. Suttell | <u>Yes</u> | No | Abstain | Mr. Miller  | <u>Yes</u> | No | Abstain |
| Mrs. Keiper | <u>Yes</u> | No | Abstain | Mrs. Wilder | <u>Yes</u> | No | Abstain |
| Mr. Lair    | Yes        | No | Abstain |             |            |    |         |

  
\_\_\_\_\_  
BOARD PRESIDENT, 7/19/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

July 19, 2023

**Resolution: 23-60(A)**

BE IT RESOLVED to approve the attached grant request from Metzenbaum Sheltered Industries (MSI), in an amount not to exceed \$69,525 to fund rent and utility expenses.

BE IT FURTHER RESOLVED to approve the attached grant request from Clear Skies Ahead, LLC, in an amount not to exceed \$53,596 to increase the stability of current employees and to attract new hires.

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

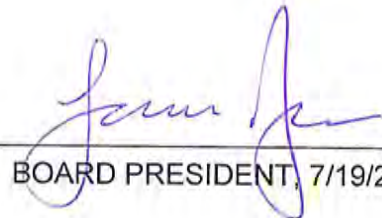
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

|             |            |    |         |             |            |    |         |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <i>Yes</i> | No | Abstain | Mr. Jackson | <i>Yes</i> | No | Abstain |
| Mr. Suttell | <i>Yes</i> | No | Abstain | Mr. Miller  | <i>Yes</i> | No | Abstain |
| Mrs. Keiper | <i>Yes</i> | No | Abstain | Mrs. Wilder | <i>Yes</i> | No | Abstain |
| Mr. Lair    | Yes        | No | Abstain |             |            |    |         |

  
BOARD PRESIDENT, 7/19/23

## Grant Agreement

This grant agreement is initiated on this 1st of August, 2023, between the **Geauga County Board of Developmental Disabilities** (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and **Metzenbaum Sheltered Industries** (grantee) of 10772 Kinsman Rd., Newbury, OH 44065, a not for profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a grant award not to exceed \$69,525. The grant period will run from August 1, 2023, through August 31, 2024, and the award will be made in a single payment upon the execution of this agreement.

The purpose of this the award is to fund rent and utility expenses as outlined below:

| Location:                         | Address:                                | Annual Rent: | Annual Utilities: | Annual Total: |
|-----------------------------------|---|--------------|-------------------|---------------|
| Transportation Garage             | 11993 Ravenna Road<br>Chardon, Oh 44024 | \$20,400     | \$3,400           | \$23,800      |
| Day Program/<br>Corporate Offices | 10772 Kinsman Rd<br>Newbury, Oh 44065   | \$37,800     | \$7,925           | \$45,725      |
|                                   |   |              | Total Grant Award | \$69,525      |

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record to GCBDD in April 2023 and at the conclusion of the grant period. Funds not expended shall be returned to GCBDD upon completion of the grant period.

The grantee will provide updates to GCBDD as the grant period progresses and agrees to have meetings with GCBDD representatives upon request.

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Groner, Executive Director  
Metzenbaum Sheltered Industries

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date



## **Clear Skies Ahead, LLC**

337 Vienna Ave., Suite 4, Niles, OH 44446

330-349-2690

15618 West High, Middlefield, OH 44062

440-632-3157

Cathy Brooks , CEO  
cathy@clearskiesllc.com

Don Brooks , Business Administrator  
don@clearskiesllc.com

June 30, 2023

Geauga County Board of Developmental Disabilities,  
Don Rice, Superintendent,  
Tami Setlock, Director of Community & Residential Services  
8200 Cedar Road  
Chesterland, OH 44026

Thank you so much for taking time to meet with me on June 21, 2023, prior to the start of the Board meeting. I went over my allotted time by a great deal. I am grateful to all of you for listening to our frustrations and struggles and to know that we have your support.

As we discussed at the meeting, I have attached a grant proposal that would increase the stability of our current employees and attract new ones. If you have any questions or need additional information, please feel free to reach out to me. I look forward to your response.

Sincerely,

Catherine Brooks  
CEO



## **Clear Skies Ahead, LLC**

337 Vienna Ave., Suite 4, Niles, OH 44446  
330-349-2690  
15618 West High, Middlefield, OH 44062  
440-632-3157

Cathy Brooks , CEO  
cathy@clearskiesllc.com

Don Brooks , Business Administrator  
don@clearskiesllc.com

### **DSP Stability Grant Request to GCBDD**

Proposed by: Catherine Brooks  
CEO, Clear Skies Ahead

Contact Information: 15618 West High  
Middlefield, OH 44062  
cathy@clearskiesllc.com  
Phone 440-632-3157  
Fax 440-497-0035

Amount Requested: \$53,596

Proposed Start Date: 7/30/23

Duration: 7/30/23-12/31/23

- I. The purpose of this request is to obtain funds to increase wages for DSPs working exclusively in Geauga County, to retain current DSPs and hire/onboard new DSPs working in Geauga County. The total cost of this wage increase is \$53,596.
  
- II. Hiring and retaining DSPs has always been a challenging task, prior to 2020 we were able to identify enough qualified DSPs to meet the needs of the individuals we serve. Since 2020 we have not been able to meet our minimum needs for DSPs. In December of 2019 we had 20 DSPs employed in Geauga County, 11 full-time and 9 part-time. We currently have only 10 DSPs in Geauga County, 8 full-time and 2 part-time. Of these 10 DSPs, 8 of them have been with us for at least 3 years, we have only added 2 DSPs in the last 3 years. We face unique hiring difficulties in Geauga County due to being a rural county and we are also competing with the numerous industrial manufacturing facilities in the area. Due to this shortage, over the last several years we were forced to give notice to 14 individuals in Geauga County, we simply did not have staff to assist them. This difficult decision for us caused stress and anxiety for the people we serve as well as their families. The purpose of this grant request is to keep the 10 DSPs we have, as well as hire and onboard additional DSPs. This would allow us to continue to provide HPC waiver services to the 12 individuals we are currently serving in Geauga County.



## **Clear Skies Ahead, LLC**

337 Vienna Ave., Suite 4, Niles, OH 44446

330-349-2690

15618 West High, Middlefield, OH 44062

440-632-3157

Cathy Brooks , CEO  
cathy@clearskiesllc.com

Don Brooks , Business Administrator  
don@clearskiesllc.com

- III. We are requesting funds to increase wages of DSPs working exclusively in Geauga County by \$3.00 per hour worked, starting on the pay period beginning 7/30/23 and ending on 12/31/23. The increased DODD rate for waiver services proposed to start on 1/1/24 in the new state budget would maintain, and build on, this increase after 1/1/24. This increase will retain the DSPs we have and encourage new applicants. We are currently providing an average of 3,573 hours of waiver services each month. From 8/1/23 to 12/31/23 we will provide approximately 17,865 hours of service. We would need \$53,596 to add the additional \$3 per hour worked. Currently the hours salaried management employees are working would cover the increase to overtime costs and as new DSPs are hired the need for salaried management employees to cover shifts and overtime of DSPs would go down. This would also help to reduce burnout of our management and DSPs.

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

July 19, 2023

**Resolution: 23-61(A)**

BE IT RESOLVED to approve the following locally funded services agreements:

- Anna Peel, in an amount not to exceed \$5,000 for transportation services
- Brittany Nelson, in an amount not to exceed \$2,500 for transportation services
- Lisa Staggs, in an amount not to exceed \$2,000 for transportation services
- Tracey Gibson, in an amount not to exceed \$2,500 for transportation services

BE IT FURTHER RESOLVED to approve the following locally funded services agreement addendum:

- Solid Rock On Which We Stand, in an amount not to exceed \$120,000 for day hab programing and transportation.
- NPower Services Co, in an amount not to exceed \$14,000 for an increase of Community Volunteer Assessment services.

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

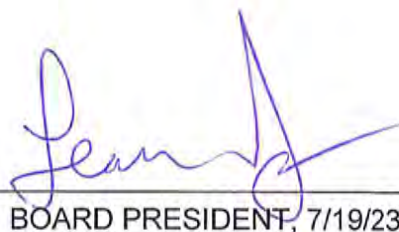
MOTION: *Mrs. Keiper*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

|             |            |    |         |             |            |    |         |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <i>Yes</i> | No | Abstain | Mr. Jackson | <i>Yes</i> | No | Abstain |
| Mr. Suttell | <i>Yes</i> | No | Abstain | Mr. Miller  | <i>Yes</i> | No | Abstain |
| Mrs. Keiper | <i>Yes</i> | No | Abstain | Mrs. Wilder | <i>Yes</i> | No | Abstain |
| Mr. Lair    | Yes        | No | Abstain |             |            |    |         |



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BOARD PRESIDENT, 7/19/23



## LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between Anna Peel (Provider), and the Geauga County Board of Developmental Disabilities (Board).

### 1.) TERM

This Agreement shall be effective June 26, 2023 through December 31, 2023 .  
This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 5,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

#### Funding Arrangements:

This agreement covers only individuals determined eligible by the Board. To be eligible for reimbursement all services must be authorized in the individual's service plan (ISP).

### 3.) INDEPENDENT CONTRACTOR

Provider shall be considered an independent contractor and shall not be considered an employee of the Board, for any purpose whatsoever, and shall not be eligible for benefits available to Board employees. Provider is solely responsible for any federal, state, or local taxes arising from compensation received under this Agreement.

#### **4.) CONFIDENTIALITY/HIPAA COMPLIANCE**

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

#### **5.) RESPONSIBILITIES OF THE BOARD**

Prepare and distribute PAS Forms in a timely manner. Compensate Provider in accordance with paragraph 2. Review the quality of care, cost effectiveness, and service utilization of Provider services in accordance with applicable requirements by law and Board Policy. Monitor and evaluate compliance with this Agreement. If necessary, conduct its own investigation of any complaint or incident.

#### **6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.**

The Provider shall render services in accordance with the individual's service plan as evidenced by a PAS Form.

An Individual may terminate their services at any time with or without notice.

The Provider may terminate services, to an individual, with thirty (30) days prior written notice. When Provider initiates termination of services, the Provider will assist during transition to subsequent provider.

#### **7.) DOCUMENTATION AND RECORD RETENTION**

Provider shall keep accurate, current, and complete records for each individual in accordance with applicable requirements by law and Board Policy.

Provider shall provide the Board with information which is reasonably necessary to permit the Board to:

- Monitor and evaluate Provider's compliance with the terms of this agreement
- Conduct its own investigation of any complaint or incident, and
- Perform any and all of its duties.

Provider shall provide reports as requested by the board. Any information or report shall be submitted in the format prescribed or approved by the Board.

#### **8.) INDEMNIFICATION**

To the fullest extent permitted by law, Provider shall, indemnify, defend and hold harmless the Board, its officers, directors, trustees, agents, members successors, and employees from and against any and all claims, liability actions, causes of action, complaints, costs expenses, attorney fees and demands whatsoever, in law and in equity arising out of, alleged to rise out of, as a result of, or alleged as result of any act or omission of Provider or any of its employees or agents in the performance of this Agreement.

**9.) INSURANCE**

Provider shall include automobile, general, and professional liability insurance (as applicable to services provided) in an amount equal to (or greater) than statutory requirements. Provider's insurance shall be primary with respect to the Provider, notwithstanding, any other insurance covering the Board. If requested by the Board. Provider shall provide proof of insurance.

**10.) TERMINATION/MODIFICATION**

This agreement may be terminated prior to the expiration of the term hereof as follows:

**By agreement:** In the event the Board and Provider shall in writing mutually agree to terminate this agreement, this agreement shall be terminated on the terms and on the date stipulated therein and in compliance with any applicable requirements.

**For good cause:** Both parties hereby agree to attempt to settle disputes over obligations set forth in this agreement as reasonably and promptly as possible. If such disputes cannot be settled, this agreement may be terminated by either party for cause provided that either party provides written notice to the other party of the defaults that are claimed to have occurred. The party in default shall have sixty (60) days to cure such defaults. In the event that the defaults are not cured within sixty (60) days, notice in writing shall be given to the defaulting party, and this agreement shall terminate thirty (30) days from the date of such notice.

**11.) ENTIRETY**

This agreement constitutes the entire contract between the parties and any other promise made by any party, employee, officer, or agent of any party, which is not set forth herein shall be null and void and of no force and effect.

**12.) GOVERNING LAW**

Both parties agree to comply with all applicable federal, State and local laws, rules, and regulations as they relate to services rendered under this Agreement.

The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

**13.) ASSIGNMENT**

Neither party may assign any rights, duties, or obligation under this agreement without the prior written consent of the other party.

**14.) MEETINGS**

Representatives of the Board and Contractor will meet as needed during the term of this agreement. Quarterly or special meetings may be requested by either party to review progress and discuss future plans.

**15.) CONTACT INFORMATION**

Anna Peel  
11155 Claridon Troy Rd  
Chardon Oh, 44023  
ATTN: Anna Peel

Geauga County Board of Developmental Disabilities  
8200 Cedar Rd.  
Chesterland, OH 44026  
ATTN: Superintendent

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**AUDITOR'S CERTIFICATION OF FUNDS**

*Ohio Revised Code Section 5705.41*

Geauga County, Chardon, Ohio, on this 30 day of JUNE, 2023,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 5000.00  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 1,484,926.71 is at this time unencumbered in  
the account 2023-05-00-101. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

**SIGNATURES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Representative

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT  
(Attachment A)**

This Agreement is entered into this 26 day of June, 2023, by and between Anna Peel (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect through the terms of the Service Contract.

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with the terms agreed to in the Service Contract; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

1. Definitions

- a. *Applicable Law* means federal and Ohio law which applies to transactions and entities covered by this Agreement.
- b. *Applicable Requirements* means all of the following:
  - i. applicable law;
  - ii. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and;
  - iii. the requirements of this Agreement.
- c. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- d. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated thereunder as may be amended.
- e. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
- f. *Protected Health Information ("PHI")* is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.
3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA privacy rules applicable to covered entities and business associates, and as follows:
  - a. To complete the functions as listed in the Service Contract.
  - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
    - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
  - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
5. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
6. The Business Associate shall establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall conform to the requirements set for in applicable law for security of PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
7. The Business Associate shall immediately report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:

- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individual should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
8. The Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to the DD Board of any subcontractors or agents who are to be given access to PHI.
  9. The Business Associate shall make all PHI and related information in its possession available as follows:
    - a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
    - b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.
  10. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
  11. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the privacy regulations, and any amendments thereto.
  12. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Privacy Rules, including, without limitation, accountings required under 45 CFR 164.528
  13. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification



evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable requirements to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the privacy or security regulations shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
16. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
17. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the DD Board:                    **Janice Chesnes**  
   **Privacy Officer**  
   **8200 Cedar Road, Chesterland, Ohio 44026**

To the Business Associate:      Anna Peel  
   11155 Claridon Troy Rd  
   Chardon Oh, 44023  
   Anna Peel

The terms and conditions set forth in this addendum constitute the entire understanding between the parties with respect to the matter contained herein.

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

## LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between **Brittany Nelson** (**Provider**), and the **Geauga County Board of Developmental Disabilities (Board)**.

### 1.) TERM

This Agreement shall be effective **June 28, 2023** through **December 31, 2023**.  
This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the **Payment for Authorized Services (PAS)** form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed **\$ 2,500.00** for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

#### Funding Arrangements:

This agreement covers only individuals determined eligible by the Board. To be eligible for reimbursement all services must be authorized in the individual's service plan (ISP).

#### a. Transportation Bonus:

##### Tier 1

The Board will pay a transportation bonus of \$500.00 for every eligible individual receiving 40 transportation trips per month to and from community employment

##### Tier 2

The Board will pay a transportation bonus of \$375.00 for every eligible individual receiving 30-39 transportation trips per month to and from community employment

Tier 3

The Board will pay a transportation bonus of \$250.00 for every eligible individual receiving 20-29 transportation trips per month to and from community employment

Tier 4

The Board will pay a transportation bonus of \$125.00 for every eligible individual receiving 10-19 transportation trips per month to and from community employment

**3.) INDEPENDENT CONTRACTOR**

Provider shall be considered an independent contractor and shall not be considered an employee of the Board, for any purpose whatsoever, and shall not be eligible for benefits available to Board employees. Provider is solely responsible for any federal, state, or local taxes arising from compensation received under this Agreement.

**4.) CONFIDENTIALITY/HIPAA COMPLIANCE**

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

**5.) RESPONSIBILITIES OF THE BOARD**

Prepare and distribute PAS Forms in a timely manner. Compensate Provider in accordance with paragraph 2. Review the quality of care, cost effectiveness, and service utilization of Provider services in accordance with applicable requirements by law and Board Policy. Monitor and evaluate compliance with this Agreement. If necessary, conduct its own investigation of any complaint or incident.

**6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.**

The Provider shall render services in accordance with the individual's service plan as evidenced by a PAS Form.

An Individual may terminate their services at any time with or without notice.

The Provider may terminate services, to an individual, with thirty (30) days prior written notice. When Provider initiates termination of services, the Provider will assist during transition to subsequent provider.

**7.) DOCUMENTATION AND RECORD RETENTION**

Provider shall keep accurate, current, and complete records for each individual in accordance with applicable requirements by law and Board Policy.

Provider shall provide the Board with information which is reasonably necessary to permit the Board to:

- Monitor and evaluate Provider's compliance with the terms of this agreement
- Conduct its own investigation of any complaint or incident, and
- Perform any and all of its duties.

Provider shall provide reports as requested by the board. Any information or report shall be submitted in the format prescribed or approved by the Board.

#### **8.) INDEMNIFICATION**

To the fullest extent permitted by law, Provider shall, indemnify, defend and hold harmless the Board, its officers, directors, trustees, agents, members successors, and employees from and against any and all claims, liability actions, causes of action, complaints, costs expenses, attorney fees and demands whatsoever, in law and in equity arising out of, alleged to rise out of, as a result of, or alleged as result of any act or omission of Provider or any of its employees or agents in the performance of this Agreement.

#### **9.) INSURANCE**

Provider shall include automobile, general, and professional liability insurance (as applicable to services provided) in an amount equal to (or greater) than statutory requirements. Provider's insurance shall be primary with respect to the Provider, notwithstanding, any other insurance covering the Board. If requested by the Board. Provider shall provide proof of insurance.

#### **10.) TERMINATION/MODIFICATION**

This agreement may be terminated prior to the expiration of the term hereof as follows:

**By agreement:** In the event the Board and Provider shall in writing mutually agree to terminate this agreement, this agreement shall be terminated on the terms and on the date stipulated therein and in compliance with any applicable requirements.

**For good cause:** Both parties hereby agree to attempt to settle disputes over obligations set forth in this agreement as reasonably and promptly as possible. If such disputes cannot be settled, this agreement may be terminated by either party for cause provided that either party provides written notice to the other party of the defaults that are claimed to have occurred. The party in default shall have sixty (60) days to cure such defaults. In the event that the defaults are not cured within sixty (60) days, notice in writing shall be given to the defaulting party, and this agreement shall terminate thirty (30) days from the date of such notice.

#### **11.) ENTIRETY**

This agreement constitutes the entire contract between the parties and any other promise made by any party, employee, officer, or agent of any party, which is not set forth herein shall be null and void and of no force and effect.

#### **12.) GOVERNING LAW**

Both parties agree to comply with all applicable federal. State and local laws, rules, and regulations as they relate to services rendered under this Agreement.

The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

**13.) ASSIGNMENT**

Neither party may assign any rights, duties, or obligation under this agreement without the prior written consent of the other party.

**14.) MEETINGS**

Representatives of the Board and Contractor will meet as needed during the term of this agreement. Quarterly or special meetings may be requested by either party to review progress and discuss future plans.

**15.) CONTACT INFORMATION**

Brittany Nelson  
9977 Darrow Park Dr. Apt 122A  
Twinsburg Oh 44087  
ATTN: Brittany Nelson

Geauga County Board of Developmental Disabilities  
8200 Cedar Rd.  
Chesterland, OH 44026  
ATTN: Superintendent

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Representative

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT  
(Attachment A)**

This Agreement is entered into this 28th day of June, 2023, by and between Brittany Nelson (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect through the terms of the Service Contract.

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with the terms agreed to in the Service Contract; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

1. Definitions

- a. *Applicable Law* means federal and Ohio law which applies to transactions and entities covered by this Agreement.
- b. *Applicable Requirements* means all of the following:
  - i. applicable law;
  - ii. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and;
  - iii. the requirements of this Agreement.
- c. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- d. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated thereunder as may be amended.
- e. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
- f. *Protected Health Information ("PHI")* is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.



2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.
3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA privacy rules applicable to covered entities and business associates, and as follows:
  - a. To complete the functions as listed in the Service Contract.
  - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
    - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
  - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
5. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
6. The Business Associate shall establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall conform to the requirements set for in applicable law for security of PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
7. The Business Associate shall immediately report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:

- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individual should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
8. The Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to the DD Board of any subcontractors or agents who are to be given access to PHI.
9. The Business Associate shall make all PHI and related information in its possession available as follows:
  - a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
  - b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.
10. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
11. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the privacy regulations, and any amendments thereto.
12. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Privacy Rules, including, without limitation, accountings required under 45 CFR 164.528
13. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification

evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable requirements to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the privacy or security regulations shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
16. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
17. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the DD Board:

**Janice Chesnes**  
**Privacy Officer**  
**8200 Cedar Road, Chesterland, Ohio 44026**

To the Business Associate:

Brittany Nelson  
9977 Darrow Park Dr. Apt 122A  
Twinsburg Oh 44087  
Brittany Nelson

The terms and conditions set forth in this addendum constitute the entire understanding between the parties with respect to the matter contained herein.

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

## LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between Lisa Staggs (Provider), and the Geauga County Board of Developmental Disabilities (Board).

### 1.) TERM

This Agreement shall be effective June 26, 2023 through December 31, 2023 .  
This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 2,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

#### Funding Arrangements:

This agreement covers only individuals determined eligible by the Board. To be eligible for reimbursement all services must be authorized in the individual's service plan (ISP).

#### a. Transportation Bonus:

##### Tier 1

The Board will pay a transportation bonus of \$500.00 for every eligible individual receiving 40 transportation trips per month to and from community employment

##### Tier 2

The Board will pay a transportation bonus of \$375.00 for every eligible individual receiving 30-39 transportation trips per month to and from community employment

Tier 3

The Board will pay a transportation bonus of \$250.00 for every eligible individual receiving 20-29 transportation trips per month to and from community employment

Tier 4

The Board will pay a transportation bonus of \$125.00 for every eligible individual receiving 10-19 transportation trips per month to and from community employment

**3.) INDEPENDENT CONTRACTOR**

Provider shall be considered an independent contractor and shall not be considered an employee of the Board, for any purpose whatsoever, and shall not be eligible for benefits available to Board employees. Provider is solely responsible for any federal, state, or local taxes arising from compensation received under this Agreement.

**4.) CONFIDENTIALITY/HIPAA COMPLIANCE**

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

**5.) RESPONSIBILITIES OF THE BOARD**

Prepare and distribute PAS Forms in a timely manner. Compensate Provider in accordance with paragraph 2. Review the quality of care, cost effectiveness, and service utilization of Provider services in accordance with applicable requirements by law and Board Policy. Monitor and evaluate compliance with this Agreement. If necessary, conduct its own investigation of any complaint or incident.

**6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.**

The Provider shall render services in accordance with the individual's service plan as evidenced by a PAS Form.

An Individual may terminate their services at any time with or without notice.

The Provider may terminate services, to an individual, with thirty (30) days prior written notice. When Provider initiates termination of services, the Provider will assist during transition to subsequent provider.

**7.) DOCUMENTATION AND RECORD RETENTION**

Provider shall keep accurate, current, and complete records for each individual in accordance with applicable requirements by law and Board Policy.

Provider shall provide the Board with information which is reasonably necessary to permit the Board to:

- Monitor and evaluate Provider's compliance with the terms of this agreement
- Conduct its own investigation of any complaint or incident, and
- Perform any and all of its duties.

Provider shall provide reports as requested by the board. Any information or report shall be submitted in the format prescribed or approved by the Board.

#### **8.) INDEMNIFICATION**

To the fullest extent permitted by law, Provider shall, indemnify, defend and hold harmless the Board, its officers, directors, trustees, agents, members successors, and employees from and against any and all claims, liability actions, causes of action, complaints, costs expenses, attorney fees and demands whatsoever, in law and in equity arising out of, alleged to rise out of, as a result of, or alleged as result of any act or omission of Provider or any of its employees or agents in the performance of this Agreement.

#### **9.) INSURANCE**

Provider shall include automobile, general, and professional liability insurance (as applicable to services provided) in an amount equal to (or greater) than statutory requirements. Provider's insurance shall be primary with respect to the Provider, notwithstanding, any other insurance covering the Board. If requested by the Board. Provider shall provide proof of insurance.

#### **10.) TERMINATION/MODIFICATION**

This agreement may be terminated prior to the expiration of the term hereof as follows:

**By agreement:** In the event the Board and Provider shall in writing mutually agree to terminate this agreement, this agreement shall be terminated on the terms and on the date stipulated therein and in compliance with any applicable requirements.

**For good cause:** Both parties hereby agree to attempt to settle disputes over obligations set forth in this agreement as reasonably and promptly as possible. If such disputes cannot be settled, this agreement may be terminated by either party for cause provided that either party provides written notice to the other party of the defaults that are claimed to have occurred. The party in default shall have sixty (60) days to cure such defaults. In the event that the defaults are not cured within sixty (60) days, notice in writing shall be given to the defaulting party, and this agreement shall terminate thirty (30) days from the date of such notice.

#### **11.) ENTIRETY**

This agreement constitutes the entire contract between the parties and any other promise made by any party, employee, officer, or agent of any party, which is not set forth herein shall be null and void and of no force and effect.

#### **12.) GOVERNING LAW**

Both parties agree to comply with all applicable federal, State and local laws, rules, and regulations as they relate to services rendered under this Agreement.

The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

**13.) ASSIGNMENT**

Neither party may assign any rights, duties, or obligation under this agreement without the prior written consent of the other party.

**14.) MEETINGS**

Representatives of the Board and Contractor will meet as needed during the term of this agreement. Quarterly or special meetings may be requested by either party to review progress and discuss future plans.

**15.) CONTACT INFORMATION**

Lisa Staggs  
9489 Madison Rd  
Montville, Oh 44064  
ATTN: Lisa Staggs

Gauga County Board of Developmental Disabilities  
8200 Cedar Rd.  
Chesterland, OH 44026  
ATTN: Superintendent



**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**AUDITOR'S CERTIFICATION OF FUNDS**

*Ohio Revised Code Section 5705.41*

Geauga County, Chardon, Ohio, on this 30 day of JUNE, 20 23,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 2,000.00  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 1,484,926.71 is at this time unencumbered in  
the account 2023-056-00-601. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

**SIGNATURES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Representative

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT  
(Attachment A)**

This Agreement is entered into this 26 day of June, 2023, by and between Lisa Staggs (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect through the terms of the Service Contract.

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with the terms agreed to in the Service Contract; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

1. Definitions

- a. *Applicable Law* means federal and Ohio law which applies to transactions and entities covered by this Agreement.
- b. *Applicable Requirements* means all of the following:
  - i. applicable law;
  - ii. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and;
  - iii. the requirements of this Agreement.
- c. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- d. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated thereunder as may be amended.
- e. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
- f. *Protected Health Information ("PHI")* is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.
3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA privacy rules applicable to covered entities and business associates, and as follows:
  - a. To complete the functions as listed in the Service Contract.
  - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
    - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
  - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
5. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
6. The Business Associate shall establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall conform to the requirements set for in applicable law for security of PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
7. The Business Associate shall immediately report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:

- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individual should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
8. The Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to the DD Board of any subcontractors or agents who are to be given access to PHI.
9. The Business Associate shall make all PHI and related information in its possession available as follows:
- a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
  - b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.
10. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
11. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the privacy regulations, and any amendments thereto.
12. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Privacy Rules, including, without limitation, accountings required under 45 CFR 164.528
13. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification

evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable requirements to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the privacy or security regulations shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
16. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
17. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the DD Board:                    *Janice Chesnes*  
   *Privacy Officer*  
   *8200 Cedar Road, Chesterland, Ohio 44026*

To the Business Associate:      Lisa Staggs  
   9489 Madison Rd  
   Montville, Oh 44064  
   Lisa Staggs

The terms and conditions set forth in this addendum constitute the entire understanding between the parties with respect to the matter contained herein.

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

## LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between Tracey Gibson (Provider), and the Geauga County Board of Developmental Disabilities (Board).

### 1.) TERM

This Agreement shall be effective July 5, 2023 through December 31, 2023. This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 2,500.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

#### Funding Arrangements:

This agreement covers only individuals determined eligible by the Board. To be eligible for reimbursement all services must be authorized in the individual's service plan (ISP).

#### a. Transportation Bonus:

##### Tier 1

The Board will pay a transportation bonus of \$500.00 for every eligible individual receiving 40 transportation trips per month to and from community employment

##### Tier 2

The Board will pay a transportation bonus of \$375.00 for every eligible individual receiving 30-39 transportation trips per month to and from community employment

Tier 3

The Board will pay a transportation bonus of \$250.00 for every eligible individual receiving 20-29 transportation trips per month to and from community employment

Tier 4

The Board will pay a transportation bonus of \$125.00 for every eligible individual receiving 10-19 transportation trips per month to and from community employment

**3.) INDEPENDENT CONTRACTOR**

Provider shall be considered an independent contractor and shall not be considered an employee of the Board, for any purpose whatsoever, and shall not be eligible for benefits available to Board employees. Provider is solely responsible for any federal, state, or local taxes arising from compensation received under this Agreement.

**4.) CONFIDENTIALITY/HIPAA COMPLIANCE**

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

**5.) RESPONSIBILITIES OF THE BOARD**

Prepare and distribute PAS Forms in a timely manner. Compensate Provider in accordance with paragraph 2. Review the quality of care, cost effectiveness, and service utilization of Provider services in accordance with applicable requirements by law and Board Policy. Monitor and evaluate compliance with this Agreement. If necessary, conduct its own investigation of any complaint or incident.

**6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.**

The Provider shall render services in accordance with the individual's service plan as evidenced by a PAS Form.

An Individual may terminate their services at any time with or without notice.

The Provider may terminate services, to an individual, with thirty (30) days prior written notice. When Provider initiates termination of services, the Provider will assist during transition to subsequent provider.

**7.) DOCUMENTATION AND RECORD RETENTION**

Provider shall keep accurate, current, and complete records for each individual in accordance with applicable requirements by law and Board Policy.

Provider shall provide the Board with information which is reasonably necessary to permit the Board to:



- Monitor and evaluate Provider's compliance with the terms of this agreement
- Conduct its own investigation of any complaint or incident, and
- Perform any and all of its duties.

Provider shall provide reports as requested by the board. Any information or report shall be submitted in the format prescribed or approved by the Board.

#### **8.) INDEMNIFICATION**

To the fullest extent permitted by law, Provider shall, indemnify, defend and hold harmless the Board, its officers, directors, trustees, agents, members successors, and employees from and against any and all claims, liability actions, causes of action, complaints, costs expenses, attorney fees and demands whatsoever, in law and in equity arising out of, alleged to rise out of, as a result of, or alleged as result of any act or omission of Provider or any of its employees or agents in the performance of this Agreement.

#### **9.) INSURANCE**

Provider shall include automobile, general, and professional liability insurance (as applicable to services provided) in an amount equal to (or greater) than statutory requirements. Provider's insurance shall be primary with respect to the Provider, notwithstanding, any other insurance covering the Board. If requested by the Board. Provider shall provide proof of insurance.

#### **10.) TERMINATION/MODIFICATION**

This agreement may be terminated prior to the expiration of the term hereof as follows:

**By agreement:** In the event the Board and Provider shall in writing mutually agree to terminate this agreement, this agreement shall be terminated on the terms and on the date stipulated therein and in compliance with any applicable requirements.

**For good cause:** Both parties hereby agree to attempt to settle disputes over obligations set forth in this agreement as reasonably and promptly as possible. If such disputes cannot be settled, this agreement may be terminated by either party for cause provided that either party provides written notice to the other party of the defaults that are claimed to have occurred. The party in default shall have sixty (60) days to cure such defaults. In the event that the defaults are not cured within sixty (60) days, notice in writing shall be given to the defaulting party, and this agreement shall terminate thirty (30) days from the date of such notice.

#### **11.) ENTIRETY**

This agreement constitutes the entire contract between the parties and any other promise made by any party, employee, officer, or agent of any party, which is not set forth herein shall be null and void and of no force and effect.

#### **12.) GOVERNING LAW**

Both parties agree to comply with all applicable federal. State and local laws, rules, and regulations as they relate to services rendered under this Agreement.

The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

**13.) ASSIGNMENT**

Neither party may assign any rights, duties, or obligation under this agreement without the prior written consent of the other party.

**14.) MEETINGS**

Representatives of the Board and Contractor will meet as needed during the term of this agreement. Quarterly or special meetings may be requested by either party to review progress and discuss future plans.

**15.) CONTACT INFORMATION**

Tracey Gibson  
7915 Landseer Rd  
Cleveland Oh, 44119  
ATTN: Tracey Gibson

Gauga County Board of Developmental Disabilities  
8200 Cedar Rd.  
Chesterland, OH 44026  
ATTN: Superintendent

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Representative

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT  
(Attachment A)**

This Agreement is entered into this 5 day of July, 2023, by and between Tracey Gibson (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect through the terms of the Service Contract.

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with the terms agreed to in the Service Contract; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

1. Definitions

- a. *Applicable Law* means federal and Ohio law which applies to transactions and entities covered by this Agreement.
- b. *Applicable Requirements* means all of the following:
  - i. applicable law;
  - ii. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and;
  - iii. the requirements of this Agreement.
- c. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- d. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated thereunder as may be amended.
- e. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
- f. *Protected Health Information ("PHI")* is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.
3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA privacy rules applicable to covered entities and business associates, and as follows:
  - a. To complete the functions as listed in the Service Contract.
  - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
    - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
  - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
5. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
6. The Business Associate shall establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall conform to the requirements set for in applicable law for security of PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
7. The Business Associate shall immediately report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:

- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individual should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
8. The Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to the DD Board of any subcontractors or agents who are to be given access to PHI.
9. The Business Associate shall make all PHI and related information in its possession available as follows:
- a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
  - b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.
10. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
11. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the privacy regulations, and any amendments thereto.
12. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Privacy Rules, including, without limitation, accountings required under 45 CFR 164.528
13. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification

evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable requirements to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the privacy or security regulations shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
16. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
17. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the DD Board: **Janice Chesnes**  
**Privacy Officer**  
**8200 Cedar Road, Chesterland, Ohio 44026**

To the Business Associate: Tracey Gibson  
7915 Landseer Rd  
Cleveland Oh, 44119  
Tracey Gibson

The terms and conditions set forth in this addendum constitute the entire understanding between the parties with respect to the matter contained herein.

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name



**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**8200 Cedar Road**  
**Chesterland, Ohio 44026**

**ADDENDUM # 1 to**  
**LOCALLY FUNDED SERVICES AGREEMENT WITH**  
**Solid Rock on Which We Stand, LLC**

This addendum modifies the existing contract with effective dates of 1/1/23 as follows:

The previous Locally Funded Services Agreement for \$ 60,000.00 will be increased by \$ 60,000.00. In total, this contract is not to exceed \$ 120,000.00 .

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 120,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative  
Provider name

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**8200 Cedar Road**  
**Chesterland, Ohio 44026**

**ADDENDUM # 1 to**  
**LOCALLY FUNDED SERVICES AGREEMENT WITH**  
**NPower Services Co.**

This addendum modifies the existing contract with effective dates of 1/1/23 as follows:

The previous Locally Funded Services Agreement for \$ 10,000.00 will be increased by \$ 4,000.00. In total, this contract is not to exceed \$ 14,000.00 .

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 14,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**AUDITOR'S CERTIFICATION OF FUNDS**

*Ohio Revised Code Section 5705.41*

Geauga County, Chardon, Ohio, on this 12 day of July, 2023,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 4,000.00  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 3,359,201.71 is at this time unencumbered in  
the account 2023-056-00-601. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative  
Provider name

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

July 19, 2023

**Resolution: 23-62(A)**

BE IT RESOLVED to approve the following disposal of assets items:

- 6 old dressers from the ICF

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

MOTION: *Mr. Miller*

SECOND: *Mr. Janson*

DISCUSSION:

ROLL CALL:

|             |            |    |         |             |            |    |         |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <i>Yes</i> | No | Abstain | Mr. Jackson | <i>Yes</i> | No | Abstain |
| Mr. Suttell | <i>Yes</i> | No | Abstain | Mr. Miller  | <i>Yes</i> | No | Abstain |
| Mrs. Keiper | <i>Yes</i> | No | Abstain | Mrs. Wilder | <i>Yes</i> | No | Abstain |
| Mr. Lair    | Yes        | No | Abstain |             |            |    |         |

*Janson*  
\_\_\_\_\_  
BOARD PRESIDENT, 7/19/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

Date: July 19, 2023

Resolution: 21- (A) 23-63(A)

BE IT RESOLVED to approve ... *to move into Executive session pursuant to ORC, 121.22(G)(2) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official*

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out these transactions.

MOTION: Mrs. Keiper

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

|             |                                      |                          |                               |                        |                                      |                                     |  |
|-------------|--------------------------------------|--------------------------|-------------------------------|------------------------|--------------------------------------|-------------------------------------|--|
| Mr. Jackson | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Abstain | Mr. Miller             | <input checked="" type="radio"/> Yes | <input type="radio"/> No            | <input type="radio"/> Abstain            |
| Mrs. Janson | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Abstain | <del>Dr. Schmidt</del> | <del><input type="radio"/> Yes</del> | <del><input type="radio"/> No</del> | <del><input type="radio"/> Abstain</del> |
| Mr. Lair    | <input type="radio"/> Yes            | <input type="radio"/> No | <input type="radio"/> Abstain | Mr. Suttell            | <input checked="" type="radio"/> Yes | <input type="radio"/> No            | <input type="radio"/> Abstain            |
| Mrs. Keiper | <input checked="" type="radio"/> Yes | <input type="radio"/> No | <input type="radio"/> Abstain | Mrs Wilder             | <input checked="" type="radio"/> Yes | <input type="radio"/> No            |  |

*[Signature]*  
BOARD PRESIDENT,