

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

BOARD MINUTES

April 20, 2022

Board Members Present

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

Administration

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

Board Members Absent

I. Call to Order:

- a. Roll Call 2022 Board:
A call of the roll indicated that all Board Members were present in person. There being a quorum present, Laura Janson, President of the Board, called the meeting to order.
- b. Approval of Minutes:
Mrs. Tvergyak-Oznowich introduced Resolution 22-31(A) to approve the minutes for the March 16, 2022, meeting. This resolution was approved.
- c. Approval of Donations:
Mrs. Tvergyak-Oznowich introduced Resolution 22-02(D) approving donations to the program. This resolution was accepted and approved.
- d. Confirmation of Personnel Actions:
There were no personnel actions.

II. Financial

- a. Financial Statement Review:
Mr. Carlson provided a review of financial statements of all funds for the time period processed.
- b. Ethics Recommendations:
Mrs. Tvergyak-Oznowich introduced Resolution 22-32(A) 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:
Mrs. Tvergyak-Oznowich introduced Resolutions 22-05(B) detailing financial transactions and Resolution 22-06(B) approving voucher schedules for the period indicated. These resolutions were approved.

III. Board Status Reports:

Mr. Rice reviewed the Board Status Reports: Major Unusual Incidents, Population Served, Waiver & Wait List, Employment and Habilitation Services, Human Resources, and Unmet Needs.

IV. Program Reports:

Mr. Rice reviewed reports from GCBDD programs; also, Maple Leaf Community Residences, and Metzenbaum Foundation.

V. New Business:

a. Approvals:

- i. Cash Transfer:
Mrs. Tvergyak-Oznowich introduced Resolution 22-33(A) approving a cash transfer supporting Medicaid Waiver Match obligations. This resolution was approved.
- ii. Then and Now Certification:
Mrs. Tvergyak-Oznowich introduced Resolution 22-34(A) approving a Then and Now Certification supporting tech support and software licenses. This resolution was approved.
- iii. Contract Meyer Design Inc:
Mrs. Tvergyak-Oznowich introduced Resolution 22-35(A) approving the Playground Replacement Project. This resolution was approved.
- iv. LFSA A.L.S. LLC:
Mrs. Tvergyak-Oznowich introduced Resolution 22-36(A) approving a Locally Funded Services Agreement with A.L.S. LLC. This resolution was approved.
- v. LFSA Lisa Goldberg:
Mrs. Tvergyak-Oznowich introduced Resolution 22-37(A) approving a Locally Funded Services Agreement with Lisa Goldberg. This resolution was approved.
- vi. LFSA ICF Partnership
Mrs. Tvergyak-Oznowich introduced Resolution 22-38(A) approving a Locally Funded Services Agreement with Julie Marinchick. This resolution was approved:
- vii. Grant NPower Service Co:
Mrs. Tvergyak-Oznowich introduced Resolution 22-39(A) approving a grant request made by NPower Service Co. for the Project: Kindness pilot program. This resolution was approved.
- viii. Grant NPower Service Co:
Mrs. Tvergyak-Oznowich introduced Resolution 22-40(A) approving a grant request made by NPower Service Co. for the Integrated Adaptive CrossFit program. This resolution was approved.
- ix. Grant MLCR:
Mrs. Tvergyak-Oznowich introduced Resolution 22-41(A) approving a grant request made by MLCR for continued renovations of the Kenyon Road house. This resolution was approved.
- x. Grant MLCR:
Mrs. Tvergyak-Oznowich introduced Resolution 22-42(A) approving a grant request made by MLCR for continued renovations of the Chillicothe Road house. This resolution was approved.
- xi. Grant MSI:
Mrs. Tvergyak-Oznowich introduced Resolution 22-43(A) approving a grant request made by MSI to help in the purchase of a vehicle. This resolution was approved.
- xii. Grant New Beginning Provider Services:
Mrs. Tvergyak-Oznowich introduced Resolution 22-44(A) approving a grant request made by New Beginning Provider Services for costs associated with transportation. This resolution was approved.
- xiii. Disposal of Asset:
Mrs. Tvergyak-Oznowich introduced Resolution 22-45(A) approving to dispose of an asset due to it being damaged. This resolution was approved.

xiv. Agency Calendar:

Mrs. Tvergyak-Oznowich introduced Resolution 22-46(A) approving the agency's 2022–2023 calendar of operations. This resolution was approved.

b. Issues

i. Tax Budget:

Mr. Carlson briefly reviewed with the Board the tax budget details.

ii. Budget Commission:

Mr. Rice briefly discussed with the Board the Auditor/budget commission and the carryover balances.

iii. Annual Goals:

Mr. Rice reviewed the annual goals with the Board.

iv. Annual Report:

Mr. Rice presented to the Board the 2021 Annual Report.

VI. General Announcements:

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

VII. Other Business – comments from the floor:

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

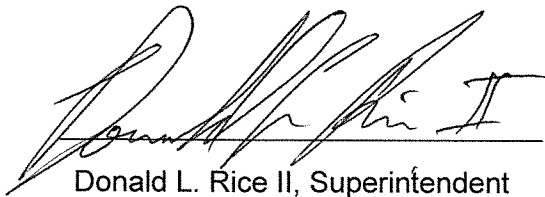
VIII. Executive Session:

- a. Mrs. Tvergyak-Oznowich introduced Resolution 22-47(A) approving to adjourn into Executive Session: 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

The Next Board meeting will be May 18, 2022.

Submitted:



Donald L. Rice II, Superintendent

Approval:



Board President

*cc: Bd. of Geauga Co. Commissioners, Geauga Co. Probate Court, Geauga Co. Prosecutor
In compliance with O.R.C. 121.22, an audio copy of these minutes is kept on file at the Geauga County Board of Developmental Disabilities Administrative Offices. For further information, contact the Superintendent.*

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 10, 2024

Resolution: 24-32(A)

BE IT RESOLVED to amend the April 2022 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.

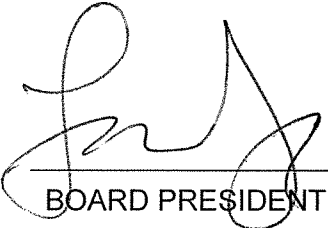
MOTION: Mrs. Janson

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

April 20, 2022

I. Call to Order and Roll Call:

- a. Roll Call 2022 Board
- b. Approval of March 2022 Minutes
- c. Donations to Program

II. Financial:

- a. Financial Statement Review (All funds)
- b. Ethics Recommendation
- c. Financial Transactions and Voucher Approvals

III. Board Status Reports:

IV. Program Reports:

V. New Business:

- a. Approvals:
 - i. Cash Transfer
 - ii. Then and Now Certification
 - iii. Playground Contract
 - iv. Locally Funded Service Agreements:
 1. A.L.S. LLC
 2. Lisa Goldberg
 3. Julie Marinchick
 - v. Grants:
 1. NPower Service Co. Kindness Pilot
 2. NPower Service Co. CrossFit
 3. MLCR Kenyon
 4. MLCR Chillicothe
 5. MSI Van
 6. New Beginning Provider Services
 - vi. Disposal of Assets
 - vii. Approval of Agency Calendar
 - viii. ~~Annual Report~~
- b. Issues:
 - i. Tax Budget
 - ii. Budget Commission
 - iii. Annual Goals
 - iv. Annual Report

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: May 18, 2022

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

April 20, 2022, Bd. Meeting

Roll Call: 2022 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			

KTD
6:02pm


BOARD PRESIDENT 04/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-31(A)

BE IT RESOLVED to approve the attached minutes of the March 16, 2022, Board Meeting.

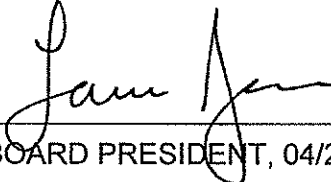
MOTION: Mr. Miller

SECOND: Mr. Jackson

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 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. 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 type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain				


BOARD PRESIDENT, 04/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

BOARD MINUTES

March 16, 2022

Board Members Present

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

Administration

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

Board Members Absent

I. Call to Order:

a. Roll Call 2022 Board:

A call of the roll indicated that all Board Members were present in person and virtually. There being a quorum present, Laura Janson, President of the Board, called the meeting to order.

b. Approval of Minutes:

Mrs. Tvergyak-Oznowich introduced Resolution 22-21(A) to approve the minutes for the February 16, 2022, meeting. This resolution was approved.

c. Approval of Donations:

There were no donations to be approved.

d. Confirmation of Personnel Actions:

Mrs. Tvergyak-Oznowich introduced Resolution 22-03(P) approving the personnel actions. This resolution was accepted and approved.

II. Financial

a. Financial Statement Review:

Mr. Carlson provided a review of financial statements of all funds for the time period processed.

b. Ethics Recommendations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-22(A) 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:

Mrs. Tvergyak-Oznowich introduced Resolutions 22-03(B) detailing financial transactions and Resolution 22-04(B) approving voucher schedules for the period indicated. These resolutions were approved.

III. Board Status Reports:

Mr. Rice reviewed the Board Status Reports: Major Unusual Incidents, Population Served, Waiver & Wait List, Employment and Habilitation Services, Human Resources, and Unmet Needs.

IV. Program Reports:

Mr. Rice reviewed reports from GCBDD programs; also, Maple Leaf Community Residences, Metzenbaum Foundation, Empower Sports, and NPower Services.

V. New Business:

a. Approvals:

- i. Cash Transfer:
Mrs. Tvergyak-Oznowich introduced Resolution 22-23(A) approving a cash transfer supporting Medicaid Waiver Match obligations. This resolution was approved.
- ii. Supplemental Appropriation:
Mrs. Tvergyak-Oznowich introduced Resolution 22-24(A) approving a supplemental appropriation supporting the build of the new playground. This resolution was approved.
- iii. LFSA Courtney George:
Mrs. Tvergyak-Oznowich introduced Resolution 22-25(A) approving a Locally Funded Services Agreement with Courtney George. This resolution was approved.
- iv. LFSA Kathleen Buresch:
Mrs. Tvergyak-Oznowich introduced Resolution 22-26(A) approving a Locally Funded Services Agreement with Kathleen Buresch. This resolution was approved.
- v. JFSA ICF Partnership:
Mrs. Tvergyak-Oznowich introduced Resolution 22-27(A) approving a grant request made by JFSA in support of the ICF partnership. This resolution was approved.
- vi. Metzenbaum Foundation DSP's:
Mrs. Tvergyak-Oznowich introduced Resolution 22-28(A) approving a grant request made by The Metzenbaum Foundation in support of DSP gift cards. This resolution was approved.
- vii. Metzenbaum Foundation Fun Fest:
Mrs. Tvergyak-Oznowich introduced Resolution 22-29(A) approving a one-time donation to The Metzenbaum Foundation in support of the Family Fun Fest. This resolution was approved.

b. Issues

- i. Rate Increases:
Mr. Rice informed the Board of the HPC and Shared Living Rate increases and compared them to other counties in Ohio.
- ii. Carry Over Comparison:
Mr. Rice presented to the Board comparisons of other counties of Carry Over balances.
- iii. Remodel of Board Room:
Mr. Rice informed the Board that the Board Room will be getting a fresh look in the near future.
- iv. Accreditation:
Mr. Rice presented to the Board the three-year Accreditation Certificate Award.

VI. General Announcements:

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

- a. Megan called attention to the upcoming 5K, Golf Outing, and Family Fun Fest.

VII. Other Business – comments from the floor:

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

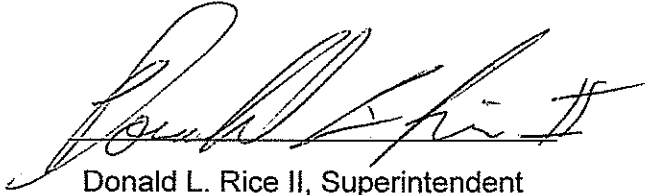
VIII. Executive Session:

- a. Mrs. Tvergyak-Oznowich introduced Resolution 22-30(A) approving to adjourn into Executive Session: 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

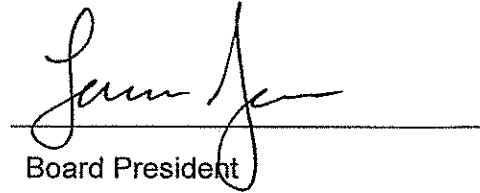
The Next Board meeting will be April 20, 2022.

Submitted:



Donald L. Rice II, Superintendent

Approval:



Board President

*cc: Bd. of Geauga Co. Commissioners, Geauga Co. Probate Court, Geauga Co. Prosecutor
In compliance with O.R.C. 121.22, an audio copy of these minutes is kept on file at the Geauga County Board of Developmental Disabilities
Administrative Offices. For further information, contact the Superintendent.*

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-02(D)

BE IT RESOLVED to accept the donations to the program. On behalf of the Board, the Superintendent is directed to deposit these funds in the accounts specified. Also, he is directed to forward a letter of thanks and appreciation to each donor.

Donor	Gift	Use
William Mawby	\$51.99	"Helping people Live, Learn, and Earn in our community" General use

MOTION: *Mrs. Janson*
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 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. 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 type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain				

Laura Janson

BOARD PRESIDENT, 04/20/22

Geauga County Board of DD Revenue and Expense Report

3/1/2022-3/31/2022

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
REVENUE						
401	Property and Other Taxes	11,061,990.00	6,164,121.22	6,164,121.22	4,897,868.78	56%
410	State Reimbursement-Real Estate	1,215,142.00	.00	.00	1,215,142.00	0%
412	Federal Grants	540,000.00	337,892.65	337,892.65	202,107.35	63%
413	State Revenues	600,000.00	59,129.41	304,543.16	295,456.84	51%
420	Fees	685,000.00	68,616.87	215,509.00	469,491.00	31%
450	Interest	200.00	.00	41.48	158.52	21%
451	Donations	.00	41.00	21,093.96	(21,093.96)	--
452	Other Revenue	10,000.00	355,989.26	357,264.97	(347,264.97)	3573%
		\$14,112,332.00	\$6,985,790.41	\$7,400,466.44	\$6,711,865.56	52%

EXPENSE

501	Salaries	3,284,000.00	246,069.34	736,264.45	2,547,735.55	22%
502	Medicare	50,000.00	3,480.54	10,419.01	39,580.99	21%
503	Hospitalization	730,000.00	58,243.10	172,776.74	557,223.26	24%
504	OPERS	444,000.00	32,421.87	96,299.10	347,700.90	22%
505	Workers Compensation	130,000.00	.00	.00	130,000.00	0%
506	Unemployment	20,000.00	.00	.00	20,000.00	0%
507	STRS	16,000.00	1,208.35	3,502.17	12,497.83	22%
601	Contract Services	880,000.00	47,095.40	139,658.16	740,341.84	16%
701	Materials and Supplies	275,000.00	47,495.23	107,932.51	167,067.49	39%
801	Equipment	130,000.00	4,154.59	64,851.94	65,148.06	50%
901	Other	310,000.00	1,570.91	31,865.36	278,134.64	10%
902	Travel	90,000.00	2,669.68	9,625.00	80,375.00	11%
903	Advertising	32,000.00	3,675.00	4,184.51	27,815.49	13%
601	Res Svc (2063) Contract Services	9,400,000.00	2,230,745.02	2,542,400.79	6,857,599.21	27%
601	Capital (4023) Contract Services	200,000.00	9,627.52	54,027.52	145,972.48	27%
901	Donation (2058) Other Expenses	15,000.00	366.99	1,662.33	13,337.67	11%
		\$16,006,000.00	\$2,688,823.54	\$3,975,469.59	\$12,030,530.41	25%

INTERFUND TRANSFERS

499	Transfers In-2063	9,400,000.00	.00	1,500,000.00	7,900,000.00	16%
499	Transfers In-2096	600,000.00	.00	.00	600,000.00	0%
999	Transfers Out	10,000,000.00	.00	1,500,000.00	8,500,000.00	15%

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-32(A)

BE IT RESOLVED that the Board has reviewed the financial transactions processed in the time period of March 2022.

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

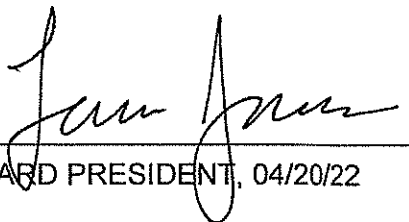
MOTION: Mrs. Janson

SECOND: Mr. Lair

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 04/20/22

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 22 - 5 (B) Financial Transactions March, 2022

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated April 20th, 2022 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	\$ 246,069.34
502 - Medicare	\$ 3,480.54
504 - PERS	\$ 32,421.87
505 - Workers Comp	\$ -
506 - Unemployment	\$ -
507 - STRS	\$ 1,208.35
	<u>\$ 283,180.10</u>

Pay Dates: 3/11/22,3/25/22

Purchase Orders:

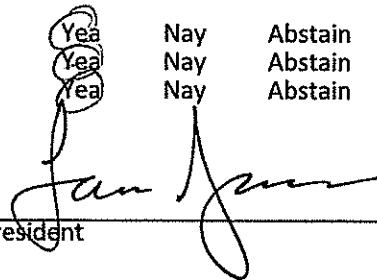
Vendor	Fund	Amount	Description	PO Number
April Jeannette Carter	2027	\$ 1,000.00	Travel, Expenses	2022-00002034
Cleveland Hearing and Speech	2063	\$ 1,500.00	Interpreter Services	2022-00002024
Johnson Controls, Inc	2027	\$ 7,873.00	P-2000 to Software House Cure 9000 Upgrade	2022-00002362
The Carpet Company, Inc	4023	\$ 5,860.52	Lobby Carpet Replacement	2022-00002051

\$ 16,233.52

Motion: *Mr. Janson*
 Second: *Mr. Jackson*
 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				



 President

BY OFFICIAL ACTION OF THE BOARD

April 20th, 2022

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 22 - 6 (B) Voucher Approval - March, 2022

BE IT RESOLVED to confirm the payment of Voucher Schedule **22 - 6 - O** with expenditures totaling **164,903.91**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 03/01/22	PERIOD 3/1/2022-3/31/2022	YTD		
503 Hospitalization	730,000.00	114,533.64	58,243.10	172,776.74	557,223.26	24%
601 Contract Services	880,000.00	92,562.76	47,095.40	139,658.16	740,341.84	16%
701 Materials and Supplies	275,000.00	60,437.28	47,495.23	107,932.51	167,067.49	39%
801 Equipment	130,000.00	60,697.35	4,154.59	64,851.94	65,148.06	50%
901 Other	310,000.00	30,294.45	1,570.91	31,865.36	278,134.64	10%
902 Travel	90,000.00	6,955.32	2,669.68	9,625.00	80,375.00	11%
903 Advertising	32,000.00	509.51	3,675.00	4,184.51	27,815.49	13%
999 Transfers Out	10,000,000.00	1,500,000.00	-	1,500,000.00	8,500,000.00	15%
TOTAL	12,447,000.00	1,865,990.31	164,903.91	2,030,894.22	10,416,105.78	16%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 6 - D** with expenditures totaling **366.99**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 03/01/22	PERIOD 3/1/2022-3/31/2022	YTD		
901 Other Expenses	15,000.00	1,295.34	366.99	1,662.33	13,337.67	11%
TOTAL	15,000.00	1,295.34	366.99	1,662.33	13,337.67	11%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 6 - R** with expenditures totaling **2,230,745.02**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 03/01/22	PERIOD 3/1/2022-3/31/2022	YTD		
601 Service Contracts	9,400,000.00	311,655.77	2,230,745.02	2,542,400.79	6,857,599.21	27%
TOTAL	9,400,000.00	311,655.77	2,230,745.02	2,542,400.79	6,857,599.21	27%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 6 - C** with expenditures totaling **9,627.52**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 03/01/22	PERIOD 3/1/2022-3/31/2022	YTD		
601 Service Contracts	200,000.00	44,400.00	9,627.52	54,027.52	145,972.48	27%
TOTAL	200,000.00	44,400.00	9,627.52	54,027.52	145,972.48	27%

Motion: *Mr. Lair*
 Second: *Mr. Miller*
 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				

Sam Jan
 President

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-33(A)

BE IT RESOLVED to approve a Cash Transfer of \$1,500,000 from the General Fund Transfer Out account (2027-056-00-999) to the Residential Services Fund Transfer In account (2063-056-00-499). This amount will be used for Medicaid Waiver Match obligations and other client services.

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

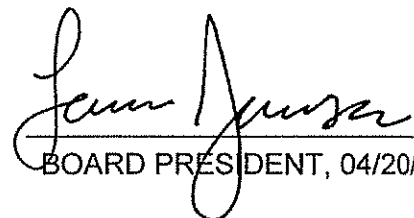
MOTION: Mrs. Janson

SECOND: Ms. 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 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. 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, 04/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-34(A)

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

- Geauga County Automatic Data Processing Board – Total amount: \$3,986.76 for Tech Support/Software Licenses

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

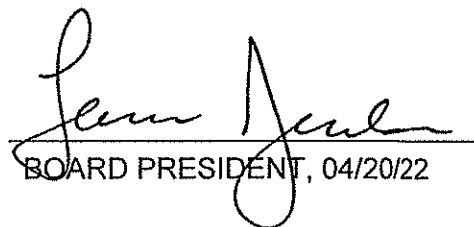
MOTION: Mrs. Janson

SECOND: Mrs. Keiper

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 04/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-35(A)

BE IT RESOLVED to approve the attached contract awarding the Playground Replacement Project to Meyer Design Inc., in an amount not to exceed \$394,775.

BE IT FURTHER RESOLVED to request the Board of County Commissioners to award said contract.

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

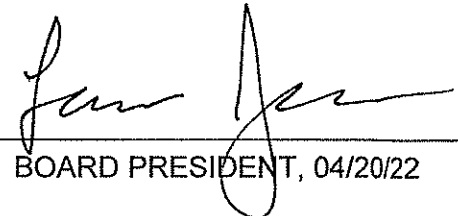
MOTION: *Mr. Miller*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 04/20/22

CONTRACT AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____ 2022, by and between the County of Geauga, Ohio, through its Board of Commissioners, 470 Center Street, Building 4, Chardon, Ohio, 44024, and the Geauga County Board of Developmental Disabilities, 8200 Cedar Road, Chesterland, OH 44026 hereinafter collectively called the "County" and Meyer Design Inc., 100 N. High Street, Akron, OH 44308, hereinafter called the "Contractor".

WITNESSETH:

The Contractor agrees to perform all services necessary for Geauga DD Playground Replacement, hereinafter called the "Project", so described in the County's Scope of Work/Specification Package including the Contractor's Scope of Work, all of which are attached hereto and incorporated as if fully rewritten in this Agreement and such terms and conditions are deemed to be a part hereof in full, for the sum of \$394,775 and at the Contractor's own proper cost and expense Contractor shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions stated in the Scope of Work/Specifications Package, Contractor's Scope of Work and the bid documents further described herein all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract within ten (10) days upon receipt of a written "Notice to Proceed" from the County. At that time, the Contractor should have made efforts to secure any and all necessary permits and licenses to carry on such work at a rate which shall secure its final completion within three hundred (300) calendar days after the startup date including delays between phases. For each and every day the completion of the work may be delayed beyond the time stipulated, and such amount so to be retained, is hereby agreed to be liquidated damages of \$250 per day accruing to Geauga DD incident to such delay. Contractor shall pay for all necessary permits and licenses.

The Contractor shall not request extra payment for any reason other than for a change in scope of work as requested and authorized by the County.

The Contract amount in the sum \$394,775 is expressly understood by the parties that the amount of this contract shall not exceed the total sum of \$394,775 and is to be paid to the Contractor by the County.

The contract shall consist of this document together with the following additional documents incorporated herein as if fully written and to which the Contractor and County will fully comply.

- a. Contractor's Detailed Scope of Work and all documents, memoranda and other materials attached thereto or a part thereof and subsequent amendments or additions.
- b. County's Scope of Work/Work Specifications.
- c. Other information required for the proper execution of this Agreement.

I. INSURANCE AND INDEMNIFICATION

A. The Contractor shall defend, indemnify, and save harmless the County and its officers, agents and employees from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not founded in law, brought or recovered against it, to include reimbursement of any fees or costs, including attorneys fees, incurred by the County and in the defense of any claims against the County arising from the conduct of the Contractor pursuant to the terms of this contract, by reason of any negligent act or omission of said Contractor, his agents or employees, in the execution of this Contract or in consequence of insufficient protection, or for the use of any patented invention by said Contractor.

B. The Contractor shall, at its own expense at all times during the performance hereunder, maintain comprehensive general liability insurance insuring the County against the indemnification obligations undertaken in paragraph A of Section I. The comprehensive general liability insurance policy shall name the County as an additional insured and have a thirty (30) day notice of cancellation clause, and shall in addition to the above protect the County from claims which may arise out of or result from the Contractor's operations under the contract, whether such operation is by contractor or by any subcontractor, agent or employee and shall have limits of not less than Five Million Dollars (\$5,000,000) for any one incident involving one or more persons, including property insurance in an amount not less than Five Million Dollars (\$5,000,000) and shall be primary with respect to the Contractor's general liability, notwithstanding any other

insurance covering the County. Said insurance shall be written by an insurance company licensed to carry on business and write policies of casualty insurance in the United States. The Contractor shall submit proof of the required insurance with the County as a condition precedent to beginning work.

II. WORKER'S COMPENSATION

The Contractor shall at all times during the life of the Contract, subscribe to and comply with the worker's compensation laws of the State of Ohio and pay such premiums as may be required thereunder and save the County harmless from any and all liability arising from, out of, or under said Act. The Contractor shall also furnish at the time of delivery of this Contract and at such times as may be requested, a copy of the official certificate or receipt showing the payment hereinbefore referred to.

III. COMPLIANCE WITH LOCAL LAW

The Contractor shall perform all work in conformance with applicable federal, state and local codes and requirements.

IV. PROTECTION OF PROPERTY

A. Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions in connection with this project.

B. Safety Persons and Property

The Contractor shall take all reasonable precautions for protection and prevention of damage, injury or loss to:

1. All employees on the work site and all other persons who may be affected thereby;
2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of

the Contractor or subcontractors

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, and structures, and utilities to be designated for; and
4. The Contractor will maintain all continuous walkways and roadways free of debris or any condition, which may be considered unsafe or inconvenient as a result of the work on the subject property by the Contractor.

C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss; the Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

D. When the use or storage of hazardous materials or equipment is necessary Contractor shall use the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

E. Contractor shall be liable for all damage or loss to any property referred to in Section IV caused in whole or in part by the Contractor, except damage or loss attributable to misinformation that was supplied by the County.

F. The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

V. INSPECTION OF WORK

The County shall be authorized to inspect at reasonable times, all work and materials furnished, or at such other times as may be necessary in an emergency. The Contractor shall promptly secure all necessary inspections and approvals required thereby and permit reasonable inspection of all work by authorized inspectors. The County shall also make an inspection of the area, upon completion, prior to release of payment.

VI. PAYMENT

A. All draws for payment must be submitted along with a certified payroll report included in Prevailing Wage packets.

B. Progress Payments. The Geauga County Board of Developmental Disabilities shall make all progress payments pursuant to the Contract Price on the basis of Contractor's Application for Payment as recommended by the Board. All progress payments will be on the basis of the progress of the work as measured by the Board.

C. Final Payment. Upon final completion and acceptance of the Work and upon receipt by the Board the Geauga County Board of Developmental Disabilities shall pay the remainder of the Contract Price as recommended by the Board.

VII. CONTRACTOR'S REPRESENTATIONS

A. Contractor is familiar with the nature and extent of the Contract documents, work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

B. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

C. Contractor has reviewed and checked all information and data shown or indicated on the Contract documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate locations of said underground facilities. No

additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract time and in accordance with the other terms and conditions of the Contract documents.

D. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract documents.

E. Contractor has given the County's representative written notice of all conflicts, errors or discrepancies that it has discovered in the Contract documents and the written resolution thereof is acceptable to Contractor.

VIII. DISPUTES

A. 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.

B. The parties agree that this and the documents referred to herein are the sole and exclusive agreements of the parties and that any necessary modification be reduced to writing and executed in a like manner.

C. If any covenant or provision of this Agreement, the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or application of such covenant or provision to person, firms or corporations or to circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

IX. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract without the written consent of the County.

X. TERMINATION

This Agreement may be terminated by the County, at its option, for any reason, or for no reason, or for any substantial non-compliance with the provisions of this Agreement by the Contractor, any unjustifiable work stoppage by the Contractor, acts by the Contractor or others indicating the insolvency of the Contractor including but not limited to proceedings pursuant to the Federal Bankruptcy Statutes. Termination may include, but is not limited to a temporary work stoppage order issued by the County in the event any of the foregoing circumstances or any other reason becomes known to the County, which work stoppage may be imposed as a means to resolve the cause without termination according to this Section.

XI. INTEREST OF MEMBERS, OFFICERS, EMPLOYEES

No member of Congress, no officer or employee of the State of Ohio, County of Geauga shall directly or indirectly receive any benefit or profit from or on account of this Agreement.

No member, officer, or employee of the County or its designees or agents, or member of the governing body of the locality in which the project is situated, or any other public officials of such locality or localities who exercise any functions or responsibilities with respect to the project during his/her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for which work is to be performed in connection with the project under the Agreement.

XII. DISCRIMINATION

Contractor or any subcontractor in the hiring of employees for the performance of work under this contract or any subcontract shall not by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates.

Contractor or any subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

XIII MISCELLANEOUS

Contractor shall submit to the County a Non-Collusion Affidavit, Corporation Certificate and a Personal Property Tax Affidavit before beginning work under this Contract.

XIV INDEPENDENT CONTRACTOR

The Contractor acknowledges that it is performing its duties and obligations under this Agreement as an independent contractor.

XV. CONFLICTS

If any conflicts exist between one or more of the contract provisions set forth above and the provisions contained in any other documents, the provision(s) that is(are) more favorable and protective to the County shall prevail over the conflicting provision(s) and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written, in Chardon, Ohio.

GEAUGA COUNTY BOARD OF COMMISSIONERS

Timothy C. Lennon, President Date

James W. Dvorak Date

Ralph Spidalieri Date

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Donald L. Rice II, Superintendent Date

MEYER DESIGN INC.

CONTRACTOR (*)

Signature Date

Printed Name and Title

Contractor's Name

NOTE: *If an individual doing business under a firm name, so state, giving both names.

*If partnership, so state giving names and Post Office address of all partners under their signature above.

*If a Corporation, give full corporation name and the State under which it is incorporated; corporate titles should be indicated under signatures. Certificate of power to sign on behalf of the corporation must be attached.

APPROVED AS TO FORM

Assistant Prosecuting Attorney

Date

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-36(A)

BE IT RESOLVED to approve the following Locally Funded Services Agreement Addendum between Geauga County Board of DD and A.L.S. LLC. Payments shall not exceed the total of \$94,000.00 of this agreement.

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

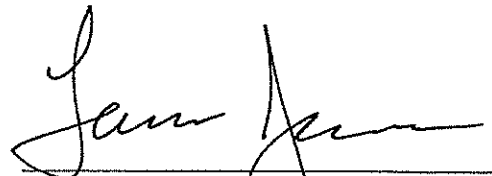
MOTION: *Mr. Miller*

SECOND: *Mr. Suttell*

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 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. 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, 04/20/22

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

**ADDENDUM #1 to
LOCALLY FUNDED SERVICES AGREEMENT WITH
A.L.S. LLC
8370 Ravenna Rd
Concord Oh, 44077**

This addendum modifies the existing contract with effective dates of 1/1/2022-12/31/2022 as follows:

The previous Locally Funded Services Agreement for \$63,000.00 will be increased by \$31,000.00. In total, this contract is not to exceed \$94,000.00

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 invoice shall be in a format as determined by the Board. Payments shall not exceed \$94,000.00 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 A.L.S.LLC

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

April 20, 2022

Resolution: 22-37(A)

BE IT RESOLVED to approve the following Locally Funded Services Agreement between Geauga County Board of DD and Lisa Goldberg. Payments shall not exceed \$20,000.00 of the initial term of this agreement.

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

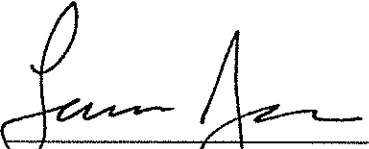
MOTION: Mrs. Janson

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 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. 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, 04/20/22

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective 04/05/2022 through 12/31/2022
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 invoice shall be in a format as determined by the Board. Payments shall not exceed \$20,000.00 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).

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 Contractor'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 Goldberg
12897 Heath Rs
Chesterland Oh 44026
ATTN: Lisa Goldberg

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

Lisa Goldberg
Lisa Goldberg
Approved to Form

Date

Sheila Salem, Assistant Prosecuting Attorney

Date

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 5th day of April, 2022, by and between Lisa Goldberg (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 throughout the duration 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 Goldberg
12897 Heath Rs
Chesterland Oh 44026
Lisa Goldberg

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

April 20, 2022

Resolution: 22-38(A)

BE IT RESOLVED to approve the following Locally Funded Services Agreement between Geauga County Board of DD and Julie Marinchick. Payments shall not exceed \$5,000.00 of the initial term of this agreement.

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

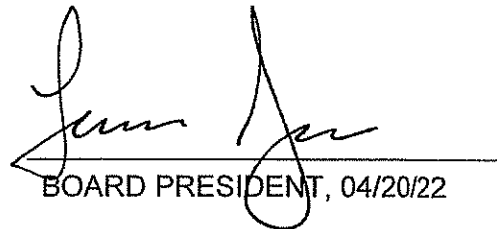
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<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 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. 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, 04/20/22

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective 4/20/2022 through 12/31/2022 .
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 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 Contractor'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

Julie Marinchick
109 Moffet Ave.
Chardon, Oh 44024
ATTN: Julie Marinchick

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
CONTRACT ADDENDUM**

This Agreement is entered into this 20th day of April, 2022, by and between Julie Marinchick (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: **Julie Marinchick**
109 Moffet Ave.
Chardon, Oh 44024
Julie Marinchick

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

April 20, 2022

Resolution: 22-39(A)

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$3,850 to NPower Service Co. for the Project: Kindness pilot program, which aims to welcome adults with disabilities into library programs and activities – all with a focus on giving back to the community.

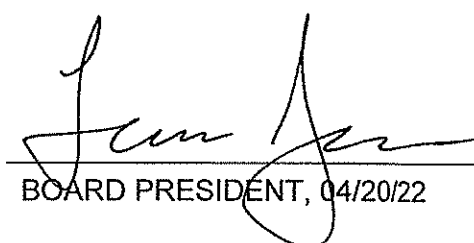
BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

MOTION: Mrs. Keiper
SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

Mrs. Janson	Yes	No	Abstain	Mr. Jackson	Yes	No	Abstain
Mr. Suttell	Yes	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	Yes	No	Abstain	Mrs. Wilder	Yes	No	Abstain
Mr. Lair	Yes	No	Abstain				


BOARD PRESIDENT, 04/20/22

Grant Agreement

This grant agreement is initiated on the 20th day of April, 2022, between the **Geauga County Board of Developmental Disabilities (GCBDD)** of 8200 Cedar Rd., Chesterland, OH 44026 and **NPower Services Co.** (grantee) of 16730 Brigadoon Drive, Chagrin Falls, OH 44023, a Corporation for Profit duly organized under the laws of the State of Ohio pursuant to Chapter 1701 of the Ohio Revised Code.

The GCBDD has approved a project-specific grant award not to exceed \$3,850. The grant period will run from April 1, 2022 through December 31, 2022, and the award will be made in a single payment upon the execution of this agreement.

This award will be used by grantee to fund a program known as Project:Kindness, which aims to welcome adults with disabilities into library programs and activities – all with a focus on giving back to the community. Further details in Attachment A.

The grantee will provide updates to GCBDD as the grant period progresses, in the form of written reports, due the 2nd Monday of July and October of 2022. Grantee further agrees to meet with GCBDD representatives upon request.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record of receipts and expenditures to GCBDD each quarter. Funds not expended shall be returned to GCBDD upon completion of the grant agreement.

GCBDD will permit grantee to use Metzenbaum Center facilities, provided a Facility Use Application is completed and grantee adheres to all terms. Facility use is subject to availability.

In the event the grantee is unable to implement the project as described in Attachment A due to extenuating circumstances, unanticipated conditions, or any other reason, GCBDD reserves the right to invoice grantee for a prorated repayment of the award amount, subject to negotiation with GCBDD staff. Grantee further acknowledges that improper use of funds will result in automatic denial of future grant requests.

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Lori Weber
NPower Services Co.

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

Pilot program for "Project:Kindness" - Grant request with a focus on library partnerships

This proposal outlines a plan that welcomes adults with disabilities into library programs and activities - all with a focus on giving back to the community. Most of the time, because people with developmental disabilities are on the receiving end of services, they can tend to feel uninspired or unempowered to reach out and help others. It probably wouldn't occur to them. Yet, helping others can provide a launch pad for clients with disabilities to try to make a difference in the community - and create a sense of empowerment.

The initial scope of this program would involve only libraries. We would work with their Adult Services employees to create classes where our clients alongside neurotypical people would make things like stress balls, blankets, greeting cards and other items that could be donated. This would provide an opportunity to observe how to scale the projects. It would also allow us talk about the merits of kindness and giving. Ideally, our group could jointly decide who to give these items to - and then deliver them.

Although the pilot is small in scope and would only include libraries for a 2022 summertime test, it would allow us to see how people respond and if we could later involve other community organizations in the future. Long-term, this effort could involve weekly or bi-weekly meetings to:

- a. Make useful items for others in need (starter plant kits for nursing home residents; blankets for people in need; meal assembly at community centers; greeting cards, first-aid kits)
- b. Clean-up, give-back days (visit a park and help clean a trail; help sort and store blanket and bedding items at Rescue Village)
- c. Partner with local food banks to help sort items

Goals:

1. Increase participants' confidence levels
2. Elevate self-advocacy
3. Build community connections
4. Inspire people to look for ways they can be kind and helpful in the community - and then take steps to do something
5. See the results of their actions, and learn to make adjustments based on what works well and what needs refining
6. Have fun in a supportive social environment

Pilot duration: May - August 2022

Success criteria

At the end of a four-month pilot (May - August), clients with developmental disabilities will have:

1. Learned more about the services and resources within their local libraries (ie -makerstation at Bainbridge Library)
2. Created a minimum of three items to donate to others
3. Talked about how we can all be kinder to others and reach out to people in need
4. Formed new friendships and / or improved existing friendships - and established bonds with library patrons and employees

5. Gained a sense of accomplishment
6. Developed new skills that can continue to be cultivated for a lifetime

Execution

1. Create a schedule that includes libraries in and near Geauga County
2. Identify projects accessible to our clients
3. Ensure enough staff members / volunteers are on hand to assist
4. Bi-weekly classes / sessions at different libraries
5. Programming would include consistent conversations about what it means to be kind, compassionate, and helpful
6. Delivery to recipient organizations

To pull this off, NPower would talk with Adult Services Team Leaders at:

1. Geauga County Public Library
2. Burton Library
3. Chagrin Falls Library

Potential Schedule & Costs

Month	Activity	Cost	Materials
May	<p>Initiate or continue conversations with librarians at the above three buildings about how to help them increase library usage - and how working with our clients is conducive them helping them grow their circulation and program attendance. Visit all libraries to ensure the space and equipment is suitable for our clients to use.</p> <p>Create between 6 - 8 programs specifically targeted to address the goals of Project: Kindness. NPower will write the playbook on how these programs will be led. This will include:</p> <ol style="list-style-type: none"> a. Project & scope b. Instructions c. Staffing considerations d. Desired outcomes <p>NPower will find volunteers to help staff these sessions.</p>	\$2,000	0
June	<p>Hold at least two programs</p> <ul style="list-style-type: none"> - We've already had informal conversations about using the Maker Station at Bainbridge. One of our programs may be devoted to getting trained on some of the equipment. - Potential stress ball kit project 	\$500	\$50
July	<p>Hold at least two programs</p> <ul style="list-style-type: none"> - We've already talked with Chagrin Falls Library about a few potential projects. Potential of making plant starter kits for others (nursing home residents?) 	\$500	\$150

	- Potential greeting card workshop at Bainbridge		
August	Hold at least two programs - We've had informal conversations with Burton Public Library about potential volunteer projects. Need to refine. - Potential comfort blanket project at Bainbridge	\$500	\$150
		\$3,500	\$350
Total			\$3,850

Community touchpoints

The library pilot of Project:Kindness expects to impact between 10-20 people at each class (clients, staff & volunteers). Over the course of the summer, we expect to interact with about 30 - 50 people among three locations for an approximate total of 120 people, assuming the staff and patrons at each location will be different.

We will need to market this aggressively since the programs will be occurring around the time we launch them - with very little time between inception and delivery.

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-40(A)

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$14,500 to NPower Service Co. for the Integrated Adaptive CrossFit program, which aims to welcome adults with disabilities into two CrossFit affiliate gyms of "boxes" to work out together, focusing on building strength, stamina, flexibility, social skills, and the mental & emotional resilience to continually improve functional and performance fitness.

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

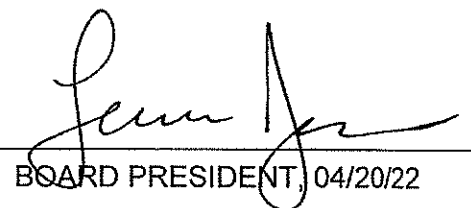
MOTION: Mr. Lair

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 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. 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, 04/20/22

Grant Agreement

This grant agreement is initiated on the 20th day of April, 2022, between the **Geauga County Board of Developmental Disabilities (GCBDD)** of 8200 Cedar Rd., Chesterland, OH 44026 and **NPower Services Co.** (grantee) of 16730 Brigadoon Drive, Chagrin Falls, OH 44023, a Corporation for Profit duly organized under the laws of the State of Ohio pursuant to Chapter 1701 of the Ohio Revised Code.

The GCBDD has approved a project-specific grant award not to exceed \$14,500. The grant period will run from April 1, 2022 through December 31, 2022, and the award will be made in a single payment upon the execution of this agreement.

This award will be used by grantee to fund a program known as Integrated Adaptive CrossFit, which aims to welcome adults with disabilities into two CrossFit affiliate gyms or "boxes" to work out together, focusing on building strength, stamina, flexibility, social skills, and the mental & emotional resilience to continually improve functional and performance fitness. Further details in Attachment A.

The grantee will provide updates to GCBDD as the grant period progresses, in the form of written reports, due the 2nd Monday of July, October and December of 2022. Grantee further agrees to meet with GCBDD representatives upon request.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record of receipts and expenditures to GCBDD each quarter. Funds not expended shall be returned to GCBDD upon completion of the grant agreement.

GCBDD will permit grantee to use Metzenbaum Center facilities, provided a Facility Use Application is completed and grantee adheres to all terms. Facility use is subject to availability.

In the event the grantee is unable to implement the project as described in Attachment A due to extenuating circumstances, unanticipated conditions, or any other reason, GCBDD reserves the right to invoice grantee for a prorated repayment of the award amount, subject to negotiation with GCBDD staff. Grantee further acknowledges that improper use of funds will result in automatic denial of future grant requests.

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Lori Weber
NPower Services Co.

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

Integrated Adaptive CrossFit: Grant request

This proposal outlines a plan that welcomes adults with disabilities into two CrossFit affiliate gyms or “boxes” to work out together, focusing on building strength, stamina, flexibility, social skills, and the mental & emotional resilience to continually improve functional and performance fitness.

Goals:

1. Increase participants' confidence levels
2. Elevate self-advocacy
3. Build community connections with peers, CrossFit gym members, coaches and gym owners
4. Improve functional fitness by teaching proper movements (ie - how lifting translates to daily life)
5. Track participants' workout attempts and gains in terms of strength, power, balance, endurance and time
6. Have fun in a supportive social environment

2021-2022 Seven-Week Pilot Scope and Lessons Learned

First, here's what we learned from our pilot, which ran from December 2021 through March 2022, and offered seven hour-long classes at Chagrin Falls CrossFit.

Date	Metz clients	Coaches and Volunteers	Others in gym (regular workout attendees and kids' class attendees), onlookers, approx	Total touchpoints	What we would have paid Cost if our participants had paid the \$25 drop fee	What we would have paid Additional coaching cost (numerous coaches were pulled in at a ratio of 1:4) \$75 / coach	What we would have paid Gym Space & equipment rental (We paid \$50 / session). Actual rate is \$125 / session
Dec. 14, 2021	10	4	24	38	\$250	3 - \$225	\$125
Jan. 11, 2022	16	5	24	41	\$400	5 - \$375	\$125
Jan. 25, 2022	14	5	23	42	\$350	5 - \$375	\$125
Feb. 8, 2022	20	7	22	49	\$500	5 - \$375	\$125
Feb. 22, 2022	15*	6	16	37	\$375	5 - \$375	\$125
Mar. 8, 2022	15*	6	22	43	\$375	5 - \$375	\$125
Mar. 22, 2022	12	6	16	34	\$300	5 - \$375	\$125
Totals					\$2,550	\$2,475	\$875
						Grand total	\$5,900

When we started out, we didn't realize how time-intensive the adaptive variation preparation was - and how many coaches needed to be pulled in to help. We couldn't run a smooth class in a typical CrossFit setup. We needed 4 small "pod" style groups of no more than 4 Metzenbaum clients in each. Some of the needier people required 1:1

assistance along with a pod coach. These seven classes were a learning experience for not only our Metz athletes, but for the Chagrin Falls CrossFit coaching staff as well.

*Participant cap was instated to control numbers and promote a calmer environment. We "capped" participation at 13, but more people continued to come despite being asked to take turns.

Total cost if the coaches hadn't donated their time and if the gym fee had been full cost: \$5,900.

What we actually paid:

Coaching: \$525

Gym fee: \$350

Total: \$875

We benefited from working with extremely compassionate and generous coaches and we also had the additional perk of a facility that overlooked how much space we took. When we asked to start this program, we projected between 8-10 people would show up. In reality, we typically doubled that. We originally asked to use 2-3 lanes per class. We tripled that, using space on the ends of the gym to accommodate all our athletes.

Lessons learned:

1. The interest level is high - with a desire to carry this beyond the winter. In fact, six of our participants competed in the CrossFit Open workouts (additional workouts beyond the scope of our classes), pitting themselves against people all over the world. They paid to participate on their own and found rides and coaches to do help them do this on their own. This is already an example of self-advocacy in action.
2. More trained CrossFit coaches are needed beyond the one we hired. We pulled coaches to lead pods with the help of volunteers. All of the coaches were happy to volunteer for this pilot, but a volunteer-only model isn't sustainable. They would like to be compensated. Typical hourly rate for 1:1 or small group instruction is \$75.
3. Gym space needs to increase to handle the demand so we do not encroach on gym members' lanes. This means we have to rethink how we define "integrated." We'd like to keep the energy and exposure of having classes at the same time typical classes are held, but we may need to reschedule during open gym times. Part of the success factor is that these classes were not held specifically "for" DD folks. They had a class while other people were there. Energy was high.
4. Volunteer numbers need to be controlled. We will only use volunteers for people with extraordinary needs who require 1:1 assistance.
5. All participants wanted to be pushed - challenged. If they weren't sore ("good pain") the next day, we got emails saying they wanted to work harder next time.

Results of survey sent to 40 participants March 2022. We had 20 respondents.

CrossFit meets my needs very well: 18 / 20

CrossFit somewhat meets my needs: 2 / 20

Twice per month frequency is adequate: 14 / 20

I'd like to meet more often: 5 / 20

The pod exercises meet my needs extremely well: 9 / 20

The pod exercises meet my needs somewhat well: 5 / 20

The pod exercises meet my needs not so well: 3 / 20

Would you be willing to help pay for this class in the future: 14 yes, 6 no

How much would you be willing to pay: Answers varied from \$5 per class to \$100 per 16 week session.

CrossFit affiliate locations ranked in order of most to least desirable: Chagrin Falls, Chardon, Beachwood, Solon, Mentor.

This proposal seeks funding to continue and expand CrossFit offerings for the DD population.

Success criteria

At the end of a 16-week session, athletes with developmental disabilities will have:

1. Formed friendships and established bonds with people interested in physical fitness
2. Learned how to safely lift and carry weights in the gym (kettlebell, dumbbell, barbell...)
3. Learned how these lifts translate to daily life (carrying bags of dog food, lifting a vacuum cleaner out of a tight space, lifting a heavy laundry basket...)
4. Improved their cardio stamina with movements like burpees, step-ups, pull ups...
5. Gained confidence to compete
6. Gained a sense of accomplishment
7. Developed new skills that can continue to be cultivated for a lifetime

Execution

1. Weekly classes at Chagrin Falls CrossFit
2. Participant cap: 15 per session
3. Emphasis on integration - Our athletes will be invited into the larger community with built-in socialization time. They will meet and interact with people other than their peers.
4. Emphasis on adaptation - Our athletes will receive custom training that focuses on safe, proper form while increasing intensity. Everyone is encouraged to participate to the best of their abilities.
5. Classes will be held during times when other gym members are also working out.
6. As lifts and movements increase in complexity, we will begin tracking everyone's progress so they can see the improvements.
7. Sessions will consist of 16-week rotations where athletes will focus on a series of related lifts and movements for 15 weeks. The final week (16) will be a "competition" complete with a game-day atmosphere where community members are invited to cheer everyone along. Prizes will be awarded - and we'll have a short social time afterwards. The contest will involve movements learned in the previous 15 weeks.

Bonus possibility: We're talking with Canada Adaptive CrossFit via Zoom. There is a possibility we could "complete" against Canada at the end of our 16-week class sessions. We'd hype up our international contest.

Funding and costs

Service	Cost	Total
Workout planning - with modifications for each movement (4-5 movements per workout). Head coaches will write a playbook of pod exercises and coach expectations.	\$1,000 per each 16-week session	\$2,000
Coaching: 5 coaches per week, \$25 per class per coach	\$125 / week x 16 weeks x 2 sessions	\$4,000
Gym fee (space)	\$125 x 16 weeks x 2 sessions	\$4,000
Administrative (planning, marketing, recruiting, communication, organizing coaches and volunteers)	\$3,000 per each 16-week session	\$6,000
Total		\$16,000
Participant fee (will depend on how many people sign up)*	\$100/ person (projected 15 people)	-\$1,500
Total grant request		\$14,500

This covers two 16-week sessions (32 weeks) at one gym. This translates to \$453 / week. At 15 participants, that's \$30 per athlete per class - which is slightly higher than the drop-in rate for a neurotypical person - except our clients will have five coaches working with them for the whole hour - instead of one. That is a 1:3 ratio of coaches to athletes. A regular CrossFit class can have a 1:20 person ratio. All NPower's Adaptive, Integrated classes are staffed by certified CrossFit coaches who have also taken adaptive training classes.

Community touchpoints

Integrated and Adaptive CrossFit expects to impact between 25-40 people at each class and at least 50 people at the competition event.

- 10-15 members with a developmental disability
- 4-6 coaches / volunteers per class
- 8 - 16 gym members using the facility at the same time (not in our class)
- 50 community members at the event

Total: We expect to interact with about 75 - 85 people on a consistent basis. This total includes peers, coaches, volunteers, gym members, family members who watch the workouts and community folks who attend the competition event.

On the low, conservative side, assuming we interact with 40 people, over the course of 16 weeks, we'd accumulate 640 touch points with the community. This interaction will build camaraderie and provide a constructive, integrated setting that fosters collaboration and a spirit of fun competition.

Participant fee - To encourage people to put some skin in the game, we would like to ask that participants pay \$100 for a 16-week session including the competition event. That translates to \$6.25 per class - far below the \$25 drop-in fee.

***No one will be turned away for financial reasons. If someone cannot afford the \$100, NPower will cover the fee.**

Potential Schedule

This outline is a rough sketch of what the Adaptive, Integrated CrossFit Playbook would include. We are happy to furnish this document to the Board upon request.

Session I

Early May - Kick-off Zoom or in-person meeting with our athletes, coaches and families

May (Week 1) - Introduce athletes to the first set of lifting movements within the context of a 4-pod workout. Stress daily functional fitness applications. Each workout will employ 4-5 coaches, one per pod. Coaches and athletes will travel to individual pods together. Each workout will conclude with a race or obstacle competition where people will compete against themselves.

May (Week 2) - Build on lifting movement from week 1. Carry on as above.

May (Week 3) - Build on lifting movement from first two weeks. Carry on as above.

May (Week 4) - Build on lifting movement from first three weeks. Carry on as above.

June (Week 1) - Introduce a new lifting movement. Again, focus will be on functional fitness as well as how to execute the motion in a workout. Each workout will employ 4-5 coaches, one per pod. Coaches and athletes will travel to individual pods together. Each workout will conclude with a race or obstacle competition where people will compete against themselves.

June (Week 2) - Build on lifting movement from week 1. Review lifting movement from previous month. Carry on.

June (Week 3) - Build on lifting movement from previous 2 weeks. Review a lift from previous month. Carry on.

June (Week 4) - Build on lifting movement from first three weeks. Review a lift from previous month. Carry on.

July (Week 1) - Introduce athletes to a new lift within the scope of a complex (combined movement). Again, focus will be on functional fitness as well as how to execute the motion in a workout. Each workout will employ 4-5 coaches, one per pod. Coaches and athletes will travel to individual pods together. Each workout will conclude with a race or obstacle competition where people will compete against themselves.

July (Week 2) - Review complex from week 1. Review lifting movement from previous two months. Carry on.

July (Week 3) - Review complex from week 1. Review liftint movement from previous two months. Carry on.

July (Week 4) - Review complex from week 1. Add weight. Increase speed. Work up to maximum weight and speed, focusing on personal best achievements. Record weights and times.

August (Week 1) - Introduce athletes to a variation on the complex learned in previous month. Again, focus will be on functional fitness as well as how to execute the motion in a workout. Each workout will employ 4-5 coaches, one per pod. Coaches and athletes will travel to individual pods together. Each workout will conclude with a race or obstacle competition where people will compete against themselves.

August (Week 2) - Review variation from week 1. Work on increasing speed and weight (intensity). Carry on.

August (Week 3) - Prepare for competition (lifts, complexes, obstacle course).

August (Week 4) - Competition time! Courses will be set up to test for speed and weight. Conclusion ceremony with prizes

Session II

Early August - Kick-off Zoom or in-person meeting with our athletes, coaches and families

September (Week 1) - Introduce athletes to the first set of lifting movements within the context of a 4-pod workout. Stress daily functional fitness applications. Each workout will employ 4-5 coaches, one per pod. Coaches and athletes will travel to individual pods together. Each workout will conclude with a race or obstacle competition where people will compete against themselves.

September (Week 2) - Build on lifting movement from week 1. Carry on as above.

September (Week 3) - Build on lifting movement from first two weeks. Carry on as above.

September (Week 4) - Build on lifting movement from first three weeks. Carry on as above.

October (Week 1) - Introduce a new lifting movement. Again, focus will be on functional fitness as well as how to execute the motion in a workout. Each workout will employ 4-5 coaches, one per pod. Coaches and athletes will travel to individual pods together. Each workout will conclude with a race or obstacle competition where people will compete against themselves.

October (Week 2) - Build on lifting movement from week 1. Review lifting movement from previous month. Carry on.

October (Week 3) - Build on lifting movement from first 2 weeks. Review a lift from previous month. Carry on.

October (Week 4) - Build on lifting movement from first three weeks this month - and all from previous month. Carry on.

November (Week 1) - Introduce athletes to a new lift within the scope of a complex (combined movement). Again, focus will be on functional fitness as well as how to execute the motion in a workout. Each workout will employ 4-5 coaches, one per pod. Coaches and athletes will travel to individual pods together. Each workout will conclude with a race or obstacle competition where people will compete against themselves.

November (Week 2) - Review complex from week 1. Review lifting movement from previous two months.. Carry on.

November (Week 3) - Review complex from week 1. Review lifting movement from previous two months. Carry on.

November (Week 4) - Review complex from week 1. Add weight. Increase speed. Work up to maximum weight and speed, focusing on personal best achievements. Record weights and times.

December (Week 1) - Introduce athletes to a variation on the complex learned in previous month. Again, focus will be on functional fitness as well as how to execute the motion in a workout. Each workout will employ 4-5 coaches, one per pod. Coaches and athletes will travel to individual pods together. Each workout will conclude with a race or obstacle competition where people will compete against themselves.

December (Week 2) - Review variation from week 1. Work on increasing speed and weight (intensity). Carry on.

December (Week 3) - Review all lifts from previous months. Carry on with fun races.

December (Week 4) - Competition time! Courses will be set up to test for speed and weight. Conclusion ceremony with prizes!

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-41(A)

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$100,000 to Maple Leaf Community Residences for continued renovations of the Kenyon Road house.

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

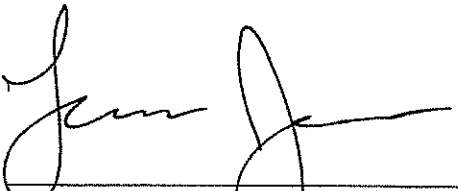
MOTION: Mrs. Janson

SECOND: Mr. Jackson

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 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. 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, 04/20/22

Grant Agreement

This grant agreement is entered into on the 20th day of April, 2022, between the **Geauga County Board of Developmental Disabilities** (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and **Maple Leaf Community Residences, Inc.** (grantee) of PO Box 755, Chardon, OH 44024, 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 project-specific grant not to exceed \$100,000. The grant period will run from January 1, 2022 through December 31, 2022, and the award will be made in a single payment upon the execution of this agreement.

Funds from this award will be used by MLCR to continue renovations of the Kenyon Road house which is to be used for adult community living benefitting GCBDD clients.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record of receipts to GCBDD as projects are completed.

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Sara Clemson
Maple Leaf Community Residences, Inc.

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-42(A)

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$50,000 to Maple Leaf Community Residences for continued renovations of the Chillicothe Road house.

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

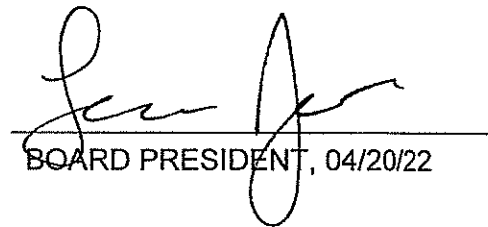
MOTION: Mr. Miller

SECOND: Mrs. Jansen

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 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. 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, 04/20/22

Grant Agreement

This grant agreement is entered into on the 20th day of April, 2022, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and Maple Leaf Community Residences, Inc. (grantee) of PO Box 755, Chardon, OH 44024, 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 project-specific grant not to exceed \$50,000. The grant period will run from January 1, 2022 through December 31, 2022, and the award will be made in a single payment upon the execution of this agreement.

Funds from this award will be used by MLCR to continue renovations of the Chillicothe Road house which is to be used for adult community living benefitting GCBDD clients.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record of receipts to GCBDD as projects are completed.

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Sara Clemson
Maple Leaf Community Residences, Inc.

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-43(A)

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$19,503 to Metzenbaum Sheltered Industries for the local match portion of a vehicle to be purchased through the Ohio Department of Transportation's purchasing program.

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

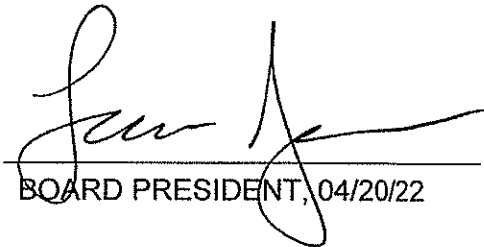
MOTION: *Mr. Miller*

SECOND: *Mr. Lair*

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 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. 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, 04/20/22

GRANT REQUEST TO THE GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Date: April 12, 2022

MSI, Inc. has been awarded a 14 passenger van from ODOT through the Specialized Transportation Program. This vehicle is needed as we expand our routes throughout Geauga County and as we plan to replace some of our older vehicles which have high mileage. The MSI fleet currently consists of three older vans, (2010, 2013, 2015), and seven grant funded vans, all of which have had the local match funded by the GCBDD. Your agency has also funded the local match on our 2021 ODOT Grant Van which should be delivered in the next 45 days.

The total cost of our 2022 project van is \$ 91,503. The Federal share is \$ 72,000. Due to the rising cost of these vehicles, ODOT has set the local match as the difference between the total cost and the Federal award. We are requesting that GCBDD pay the local share which is a total of \$ 19,503. MSI, Inc. will make this payment to ODOT and ask that your agency reimburse MSI for the total amount at a date that is convenient for you.

The fact that GCBDD and MSI have partnered on grant projects since 2014 and have continued to collaborate on changing transportation needs, has helped us to be successful in our grant applications. Through your donations, MSI has been able to maintain a modern, efficient fleet of vehicles to transport individuals with disabilities to/from jobs, day programs, volunteering opportunities and integrated activities.

We look forward to our continued partnership.

Best regards,

Jim Groner, MSI, Inc., Executive Director

Grant Agreement

This grant agreement is entered into on this 20th of April, 2022, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and grantee Metzenbaum Sheltered Industries (MSI) 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 project-specific grant not to exceed \$19,503 to MSI. The grant period will run from April 1, 2022 through December 31, 2022, and the award will be made in a single payment upon the execution of this agreement.

The purpose of this project is to fund the local match portion of a vehicle to be purchased through the Ohio Department of Transportation's purchasing program. This vehicle will be used by the grantee for transportation services delivered to GCBDD clients.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record to GCBDD when the vehicle purchase is completed. Funds not expended shall be returned to GCBDD upon completion of the grant agreement.

The grantee will provide updates to GCBDD as the project 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

Grantee's Representative
Metzenbaum Sheltered Industries

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-44(A)

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$60,000 to New Beginning Provider Services for costs associated with providing Non-Medical Transportation services to GCBDD clients.

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

Yes

No

Abstain

Mr. Jackson

Yes

No

Abstain

Mr. Suttell

Yes

No

Abstain

Mr. Miller

Yes

No

Abstain

Mrs. Keiper

Yes

No

Abstain

Mrs. Wilder

Yes

No


Abstain

Mr. Lair

Yes

No

Abstain


BOARD PRESIDENT, 04/20/22

Grant Agreement

This grant agreement is entered into on the 20th day of April, 2022, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and New Beginning Provider Services (grantee) of 1782 Skyline Drive, Richmond Heights, OH 44143, a Domestic for Profit LLC duly organized under the laws of the State of Ohio pursuant to Chapter 1701 of the Ohio Revised Code.

The GCBDD has approved a grant award not to exceed \$60,000. The grant period will run from January 1, 2022 through June 30, 2022, and the award will be made in a single payment upon the execution of this agreement.

This award will be used to cover costs associated with providing Non-Medical Transportation services to GCBDD clients. Specific expense categories acceptable for use with this award include:

- Vehicle purchases
- Vehicle repairs
- Fuel
- Insurance
- Recruitment, training and compensation of drivers

The grantee will maintain records of all expenditures associated with this award, and will furnish a complete record to GCBDD upon request. Funds not expended shall be returned to GCBDD upon completion of the grant agreement.

The grantee will maintain documentation for all services delivered to GCBDD clients, and provide detailed records to GCBDD on a monthly basis. Funds from this award may only be used to enable service provision to GCBDD clients.

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

Tee Wonokay
New Beginning Provider Services

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-45(A)

BE IT RESOLVED to approve the following disposal of asset due to the item being outdated, unusable, or damaged:

- Toddler Tumble Tunnel

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

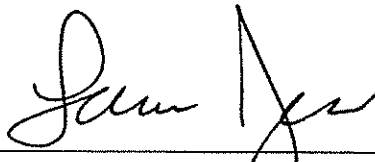
MOTION: Mrs. Keiper

SECOND: Mrs. Janson

DISCUSSION:

ROLL CALL:

Mrs. Janson	Yes	No	Abstain	Mr. Jackson	Yes	No	Abstain
Mr. Suttell	Yes	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	Yes	No	Abstain	Mrs. Wilder	Yes	No	Abstain
Mr. Lair	Yes	No	Abstain				


BOARD PRESIDENT 04/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-46(A)

BE IT RESOLVED to approve the following 2022 – 2023 Calendar of Operations.

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

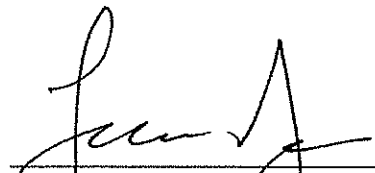
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<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 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. 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, 04/20/22



METZENBAUM CENTER

The Geauga County Board Of Developmental Disabilities

Helping People Live, Learn, and Earn in our Community

2022 - 2023 Agency Calendar

Dates Off:

9/5/2022 Labor Day

9/30/2022 In-Service Day

11/24/2022 Thanksgiving

11/25/2022 Thanksgiving Friday

12/23/2022 Christmas Eve

12/26/2022 Christmas Day

12/30/2022 New Year's Eve

1/2/2023 New Year's Day

1/16/2023 MLK Day

2/20/2023 President's Day

4/7/2023 Good Friday

5/29/2023 Memorial Day

7/3/2023 Break Day

7/4/2023 Independence Day

August

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

Su	Mo	Tu	We	Th	Fr	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 20, 2022

Resolution: 22-47(A)

BE IT RESOLVED to adjourn into Executive Session pursuant of ORC 121.22(G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official...

MOTION: Mrs. Janson

SECOND: Mr. Lair

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 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. 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, 04/20/22