

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

BOARD MINUTES

November 16, 2022

Board Members Present

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

Administration

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

Board Members Absent

Stacey Wilder

I. Call to Order:

a. Roll Call 2022 Board:

A call of the roll indicated that all Board Members were present, except Mrs. Wilder who was present on Zoom. 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 22-106(A) to approve the minutes for the October 16, 2022, meeting. This resolution was approved.

c. Donations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-06(D) to approve donations to the program. This resolution was approved.

d. Personnel Actions:

Mrs. Tvergyak-Oznowich introduced Resolution 22-06(P) approving personnel actions. This resolution was approved.

e. Resolutions of Appreciation:

Mrs. Tvergyak-Oznowich introduced Resolution 22-107(A) approving a resolution of appreciation to Brian Kerman on his retirement and over 34 years of service to Geauga DD. This resolution was approved.

II. Financial

a. Financial Statement Review:

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

b. Ethics Recommendations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-108(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 22-19(B) detailing financial transactions and Resolution 22-20(B) approving voucher schedules for the period indicated. These resolutions were approved.

d. Ethics Approval Brenda Powell:

Mrs. Tvergyak-Oznowich introduced Resolution 22-109(A) approving the ethics recommendation for full-time board employee Brenda Powell to work part-time as an Independent Provider. The Board found no conflicts of scheduling or conflicts of interest. This resolution was 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 Geauga DD programs; also, NPower Services, and Metzenbaum Foundation.

V. New Business:

a. Approvals:

- i. Cash Transfer:
Mrs. Tvergyak-Oznowich introduced Resolution 22-110(A) approving a cash transfer to be used for locally funded services. This resolution was approved.
- ii. MLCR Grant Request:
Mrs. Tvergyak-Oznowich introduced Resolution 22-111(A) approving a grant request made by Maple Leaf Community Residences for construction and related costs. This resolution was approved.
- iii. MLCR Grant Request:
Mrs. Tvergyak-Oznowich introduced Resolution 22-112(A) approving a grant request made by Maple Leaf Community Residences for residential housing improvements. This resolution was approved.
- iv. Empower Sports Grant Request:
Mrs. Tvergyak-Oznowich introduced Resolution 22-113(A) approving a grant request addendum made by Empower Sports, for Integrated Recreation Services. This resolution was approved.
- v. NPower Services Grant Request:
Mrs. Tvergyak-Oznowich introduced Resolution 22-114(A) approving a grant request made by NPower Services, for the continuation of the Integrated Adaptive CrossFit program. This resolution was approved.
- vi. LFSA Monica's Miracles:
Mrs. Tvergyak-Oznowich introduced Resolution 22-115(A) approving a locally funded services agreement with Monica's Miracles, for transportation services. This resolution was approved.
- vii. LFSA Haley Rataiczak:
Mrs. Tvergyak-Oznowich introduced Resolution 22-116(A) approving a locally funded services agreement with Haley Rataiczak, for transportation services. This resolution was approved.
- viii. Procedures for Policy Chap. 6:
Mrs. Tvergyak-Oznowich introduced Resolution 22-117(A) approving updated Procedures for Policy Chapter 6. This resolution was approved.
- ix. Metzenbaum Foundation Contract:
Mrs. Tvergyak-Oznowich introduced Resolution 22-118(A) approving a contract with the Metzenbaum Foundation. This resolution was approved.
- x. 2023 Contracts:
Mrs. Tvergyak-Oznowich introduced Resolution 22-119(A) approving contracts for 2023. This resolution was approved.
- xi. Reschedule December Board Meeting:
Mrs. Tvergyak-Oznowich introduced Resolution 22-120(A) approving to reschedule the December 21, Board meeting to December 14th. This resolution was approved.
- xii. 2023 Meeting Dates:
Mrs. Tvergyak-Oznowich introduced Resolution 22-121(A) approving the Board Meeting dates for 2023. This resolution was approved.

b. Issues

- i. Ohio ISP Update Britco:
Mr. Rice reported to the Board that the new Ohio ISP software has not been functioning well and there are many errors with the transition.

ii. Annual Ohio SIBS Conference:

Mr. Rice discussed with the Board about supporting the Ohio SIBS Conference.

VI. General Announcements:

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

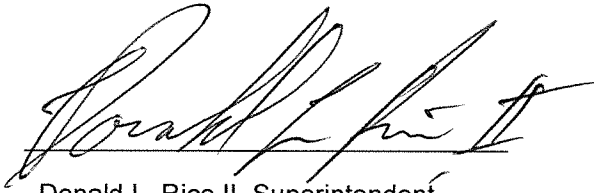
VII. Other Business – comments from the floor:

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

VIII. Adjournment

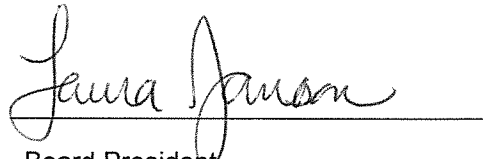
The Next Board meeting will be on December 14, 2022.

Submitted:



Donald L. Rice II, Superintendent

Approval:



Board President

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

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 10, 2024

Resolution: 24-38(A)

BE IT RESOLVED to amend the November 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.

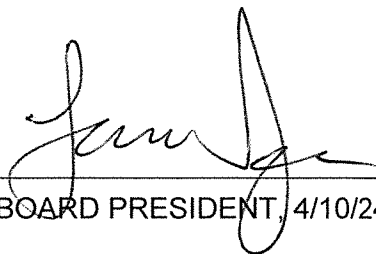
MOTION: Mrs. Janson

SECOND: 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 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

November 16, 2022

- I. Working Session: 6pm Annual Plan Training**
- II. Call to Order and Roll Call:**
 - a. Roll Call 2022 Board
 - b. Approval of October 2022 Minutes
 - c. Donations
 - d. Personnel Actions
 - e. Resolution Of Appreciation
- III. Financial:**
 - a. Financial Statement Review
 - b. Ethics Recommendation
 - c. Financial Transactions and Voucher Approvals
 - d. Ethics Approval of Brenda Powell
- IV. Board Status Reports:**
- V. Program Reports:**
- VI. New Business:**
 - a. Approvals:
 - i. Cash Transfer/ Supplemental Appropriation
 - ii. Grant Requests:
 1. MLCR Future Construction
 2. MLCR Kenyon Road House
 3. Empower Sports
 4. NPower Services
 - iii. LFSA Monica's Miracles
 - iv. LFSA Haley Rataiczak
 - v. Procedures for Policy Chap. 6
 - vi. Metzenbaum Foundation Contract
 - vii. 2023 Contracts
 - viii. Reschedule December Board Meeting
 - ix. Approval of 2023 Board Meetings
 - b. Issues:
 - i. Ohio ISP Update Brittco
 - ii. Annual Ohio SIBS Conference
- VII. General Announcements:**
- VIII. Other Business – comments from the floor:**
- IX. Adjournment**

Next Board Meeting: December 21, 2022

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

November 16, 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

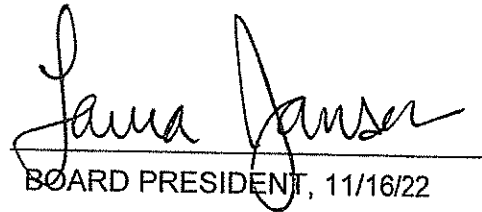
Here

Absent

Mr. Lair

Here

Absent


BOARD PRESIDENT, 11/16/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-106(A)

BE IT RESOLVED to approve the attached minutes of the October 19, 2022, Board meeting.

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				

Laura Janson
BOARD PRESIDENT, 11/16/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

BOARD MINUTES

October 19, 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
Rean Davis
Megan Thirion
Janice Chesnes
Richelle Mills
Tami Setlock

Board Members Absent

Call to Order:

a. **Roll Call 2022 Board:**

A call of the roll indicated that all Board Members were present. 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 22-99(A) to approve the minutes for the September 21, 2022, meeting. This resolution was approved.

c. **Resolutions of Appreciation:**

Mrs. Tvergyak-Oznowich introduced Resolution 22-100(A) approving resolutions of appreciation to the Rotary Club of Willoughby, and also to Noah Yutzy and fellow volunteers. This resolution was approved.

II. Financial

a. **Financial Statement Review:**

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

b. **Ethics Recommendations:**

Mrs. Tvergyak-Oznowich introduced Resolution 22-101(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 22-17(B) detailing financial transactions and Resolution 22-18(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 Geauga DD programs; also, NPower Services, and Metzenbaum Foundation.

V. New Business:

a. Approvals:

i. Cash Transfer:

Mrs. Tvergyak-Oznowich introduced Resolution 22-102(A) approving a cash transfer for Medicaid Waiver Match obligations. This resolution was approved.

ii. MLCR Grant Request:

Mrs. Tvergyak-Oznowich introduced Resolution 22-103(A) approving a grant request made by Maple Leaf Community Residences. This resolution was approved.

iii. OACB Delegate:

Mrs. Tvergyak-Oznowich introduced Resolution 22-104(A) approving Don Rice as the OACB Delegate attending the OACB Convention Nov.30, - Dec. 2. This resolution was approved.

b. Issues

i. JFSA Grant Follow Up:

Mr. Carlson gave a follow-up report to the Board regarding the JFSA grant to purchase iPads for communication purposes, and the positive impact it has had on the ICF residents.

ii. Client as a Board Member:

Mr. Rice discussed with the Board the legal positives and negatives of having a client receiving services from Geauga DD become a Board member.

iii. 13% DSP Rate Increase:

Mr. Rice discussed with the Board the DSP Rate increase and the time frame of when it will be put into effect.

iv. Playground Build Delay:

Mr. Carlson informed the Board that the playground is again delayed and will most likely be postponed till 2023.

v. iPhone Pilot:

Mr. Carlson reported to the Board on the findings to phase out desk phones and the positive feedback from staff to use a work cellphone. Moving forward to becoming an agency that will be able to function as a mobile base.

vi. Annual Planning Retreat:

Mr. Rice discussed the time and place of the upcoming annual planning retreat.

VI. General Announcements:

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

VII. Other Business – comments from the floor:

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

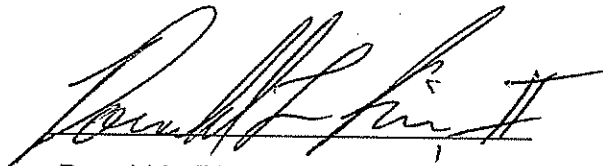
VIII. Executive Session:

- a. Mrs. Tvergyak-Oznowich introduced Resolution 22-105(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

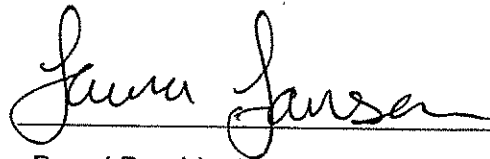
The Next Board meeting will be on November 16, 2022.

Submitted:



Donald L. Rice II, Superintendent

Approval:



Board President

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

Geauga County Board of DD Revenue and Expense Report

9/1/2022-9/30/2022

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
REVENUE						
401	Property and Other Taxes	11,061,990.00	5,272,186.17	11,446,141.91	(384,151.91)	103%
410	State Reimbursement-Real Estate	1,215,142.00	.00	591,356.47	623,785.53	49%
412	Federal Grants	540,000.00	99,589.31	668,858.26	(128,858.26)	124%
413	State Revenues	600,000.00	57,165.42	704,889.99	(104,889.99)	117%
420	Fees	685,000.00	48,318.79	559,355.67	125,644.33	82%
450	Interest	5,000.00	.00	521.34	4,478.66	10%
451	Donations	.00	50.00	22,732.54	(22,732.54)	--
452	Other Revenue	10,000.00	17,013.12	385,844.18	(375,844.18)	3858%
457	Reimbursements	.00	.00	1,335.84	(1,335.84)	--
		\$14,117,132.00	\$5,494,322.81	\$14,381,036.20	(\$263,904.20)	102%
EXPENSE						
501	Salaries	3,394,000.00	245,121.69	2,349,799.72	1,044,200.28	69%
502	Medicare	50,000.00	3,467.71	33,293.51	16,706.49	67%
503	Hospitalization	730,000.00	58,942.54	529,122.10	200,877.90	72%
504	OPERS	464,000.00	33,562.73	312,414.36	151,585.64	67%
505	Workers Compensation	.00	.00	.00	.00	--
506	Unemployment	20,000.00	.00	.00	20,000.00	0%
507	STRS	16,000.00	1,002.87	10,644.49	5,355.51	67%
601	Contract Services	944,125.47	19,154.94	399,189.72	544,935.75	42%
701	Materials and Supplies	526,275.05	32,249.61	305,565.54	220,709.51	58%
801	Equipment	184,858.31	5,816.27	115,017.58	69,840.73	62%
901	Other	312,540.45	78,938.43	226,565.06	85,975.39	72%
902	Travel	96,130.92	5,786.51	39,326.53	56,804.39	41%
903	Advertising	32,000.00	.00	17,662.83	14,337.17	55%
601	Res Svc (2063) Contract Services	10,772,063.63	199,768.72	6,842,846.40	3,929,217.23	64%
601	Capital (4023) Contract Services	663,581.06	.00	151,694.47	511,886.59	23%
901	Donation (2058) Other Expenses	36,233.40	149.20	16,337.21	19,896.19	45%
		\$18,241,808.29	\$683,961.22	\$11,349,479.52	\$6,892,328.77	62%
INTERFUND TRANSFERS						
499	Transfers In-2063	9,400,000.00	.00	6,500,000.00	2,900,000.00	69%
499	Transfers In-2096	600,000.00	.00	.00	600,000.00	0%
999	Transfers Out	10,000,000.00	.00	6,500,000.00	3,500,000.00	65%

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-06(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
Joy Black	Christmas Tree and children's toys	Early Intervention Program

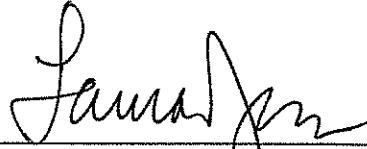
MOTION: Mrs. Janson

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, 11/16/22

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

November 16, 2022

Resolution: 22-05(P)

BE IT RESOLVED to confirm the following personnel actions:

<u>Appointments</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>
Patricia Heredos	EI Specialist	EI/HMG	10/10/2022

<u>Separations</u>
No Separations

<u>Changes</u>
No Changes

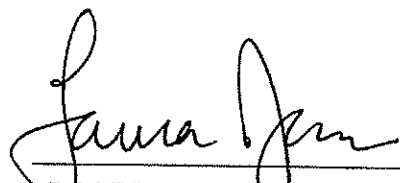
MOTION: *Mr. Lair*

SECOND: *Mr. Miller*

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 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, 11/16/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-107(A)

BE IT RESOLVED to approve the following Resolutions of Appreciation:

- Brian Kerman

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

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

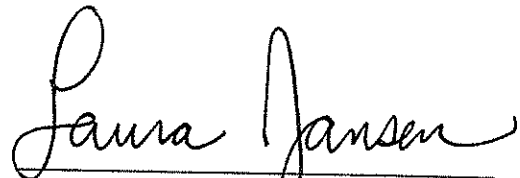
Abstain

Mr. Lair

Yes

No

Abstain


BOARD PRESIDENT, 11/16/22

Geauga County Board of DD Revenue and Expense Report

10/1/2022-10/31/2022

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
REVENUE						
401	Property and Other Taxes	11,061,990.00	.00	11,446,141.91	(384,151.91)	103%
410	State Reimbursement-Real Estate	1,215,142.00	594,828.75	1,186,185.22	28,956.78	98%
412	Federal Grants	540,000.00	48,359.67	717,217.93	(177,217.93)	133%
413	State Revenues	600,000.00	28,564.47	733,454.46	(133,454.46)	122%
420	Fees	685,000.00	60,331.20	619,686.87	65,313.13	90%
450	Interest	5,000.00	.00	521.34	4,478.66	10%
451	Donations	.00	.00	22,732.54	(22,732.54)	--
452	Other Revenue	10,000.00	4,117.72	389,961.90	(379,961.90)	3900%
457	Reimbursements	.00	.00	1,335.84	(1,335.84)	--
		\$14,117,132.00	\$736,201.81	\$15,117,238.01	(\$1,000,106.01)	107%
EXPENSE						
501	Salaries	3,394,000.00	246,979.21	2,596,778.93	797,221.07	77%
502	Medicare	50,000.00	3,494.76	36,788.27	13,211.73	74%
503	Hospitalization	730,000.00	58,942.54	588,064.64	141,935.36	81%
504	OPERS	464,000.00	33,314.14	345,728.50	118,271.50	75%
505	Workers Compensation	.00	.00	.00	.00	--
506	Unemployment	20,000.00	.00	.00	20,000.00	0%
507	STRS	16,000.00	1,024.50	11,668.99	4,331.01	73%
601	Contract Services	944,125.47	19,670.34	418,860.06	525,265.41	44%
701	Materials and Supplies	526,275.05	29,650.41	335,215.95	191,059.10	64%
801	Equipment	184,858.31	5,728.03	120,745.61	64,112.70	65%
901	Other	312,540.45	5,698.50	232,263.56	80,276.89	74%
902	Travel	96,130.92	4,995.99	44,322.52	51,808.40	46%
903	Advertising	32,000.00	5,701.16	23,363.99	8,636.01	73%
601	Res Svc (2063) Contract Services	10,772,063.63	388,843.84	7,231,690.24	3,540,373.39	67%
601	Capital (4023) Contract Services	663,581.06	4,657.50	156,351.97	507,229.09	24%
901	Donation (2058) Other Expenses	36,233.40	449.94	16,787.15	19,446.25	46%
		\$18,241,808.29	\$809,150.86	\$12,158,630.38	\$6,083,177.91	67%
INTERFUND TRANSFERS						
499	Transfers In-2063	9,400,000.00	.00	6,500,000.00	2,900,000.00	69%
499	Transfers In-2096	600,000.00	.00	.00	600,000.00	0%
999	Transfers Out	10,000,000.00	.00	6,500,000.00	3,500,000.00	65%

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-108(A)

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

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

MOTION: *Lair*

SECOND: *Jack*

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				

Jenna Janson
BOARD PRESIDENT, 11/16/22

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 22 - 19 (B) Financial Transactions November, 2022

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated November 16th, 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	\$ 246,979.21
502 - Medicare	\$ 3,494.76
504 - PERS	\$ 33,314.14
505 - Workers Comp	\$ -
506 - Unemployment	\$ -
507 - STRS	\$ 1,024.50
	<u>\$ 284,812.61</u>

Pay Dates: 10/7/22,10/21/22

Purchase Orders:

Vendor	Fund	Amount	Description	PO Number
GEAUGA COUNTY BLANKET ORDER	2063	\$ 25,000.00	Contracted Services	2022-00003685
ITW FOOD EQUIPMENT GROUP LLC	2027	\$ 3,514.21	Commercial Freezer Repair-ICF	2022-00003600
OHIO ASSOCIATION OF COUNTY BOARDS SI	2027	\$ 4,215.00	Conference and Training Fees (Reference PO 2022-00001626)	2022-00003686
SILCO FIRE & SECURITY/SILCO FIRE PROTEC	2027	\$ 4,141.90	ICF Fire Panel Replacement	2022-00003601
UNRUE, TRACEY	2063	\$ 2,500.00	Transportation	2022-00003634
W W GRAINGER INC	2027	\$ 3,619.00	Banquet Chairs	2022-00003748
WEAVER, CORTNEY	2063	\$ 5,000.00	Transportation	2022-00003609

\$ 47,990.11

Motion: *Janson*
 Second: *Miller*
 Discussion?

Roll Call Vote:

Mr. Jackson:	<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
Mrs. Wilder:	<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

Mr. Miller:	<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
Mr. Lair:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

Laura Janson

 President

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 22 - 20 (B) Voucher Approval - November, 2022

BE IT RESOLVED to confirm the payment of Voucher Schedule **22 - 20 - O** with expenditures totaling **130,386.97**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 10/01/22	PERIOD 10/1/2022-10/31/2022	YTD		
503 Hospitalization	730,000.00	529,122.10	58,942.54	588,064.64	141,935.36	81%
601 Contract Services	944,125.47	399,189.72	19,670.34	418,860.06	525,265.41	44%
701 Materials and Supplies	526,275.05	305,565.54	29,650.41	335,215.95	191,059.10	64%
801 Equipment	184,858.31	115,017.58	5,728.03	120,745.61	64,112.70	65%
901 Other	312,540.45	226,565.06	5,698.50	232,263.56	80,276.89	74%
902 Travel	96,130.92	39,326.53	4,995.99	44,322.52	51,808.40	46%
903 Advertising	32,000.00	17,662.83	5,701.16	23,363.99	8,636.01	73%
999 Transfers Out	10,000,000.00	6,500,000.00	-	6,500,000.00	3,500,000.00	65%
TOTAL	12,825,930.20	8,132,449.36	130,386.97	8,262,836.33	4,563,093.87	64%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 20 - D** with expenditures totaling **449.94**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 10/01/22	PERIOD 10/1/2022-10/31/2022	YTD		
901 Other Expenses	36,233.40	16,337.21	449.94	16,787.15	19,446.25	46%
TOTAL	36,233.40	16,337.21	449.94	16,787.15	19,446.25	46%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 20 - R** with expenditures totaling **388,843.84**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 10/01/22	PERIOD 10/1/2022-10/31/2022	YTD		
601 Service Contracts	10,772,063.63	6,842,846.40	388,843.84	7,231,690.24	3,540,373.39	67%
TOTAL	10,772,063.63	6,842,846.40	388,843.84	7,231,690.24	3,540,373.39	67%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 20 - C** with expenditures totaling **4,657.50**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 10/01/22	PERIOD 10/1/2022-10/31/2022	YTD		
601 Service Contracts	663,581.06	151,694.47	4,657.50	156,351.97	507,229.09	24%
TOTAL	663,581.06	151,694.47	4,657.50	156,351.97	507,229.09	24%

Motion: *Mr. Lair*
 Second: *Ms. Miller*
 Discussion?

Roll Call Vote:

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

Jerusa Janson
 President

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-109(A)

BE IT RESOLVED to approve Brenda Powell, who is employed full-time at Geauga DD as the Pool Coordinator, to work part-time as an Independent Provider, totaling 4 hours a week on Thursdays for individuals receiving services through Geauga DD. There are no conflicts of scheduling or conflicts of interest.

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

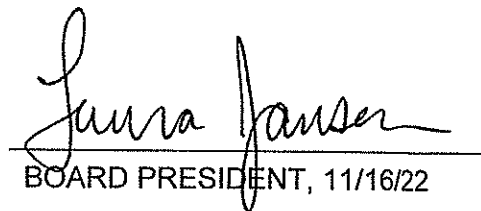
MOTION: *Mr. Miller*

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


BOARD PRESIDENT, 11/16/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-110(A)

BE IT RESOLVED to approve a Cash Transfer of \$535,000 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 locally funded services.

BE IT FURTHER RESOLVED to approve a Supplemental Appropriation of \$535,000 in the Residential Services Fund Contract Services account (2063-056-00-601).

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

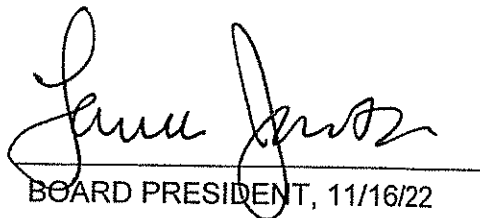
MOTION: Mrs. Janson

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 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, 11/16/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-111(A)

BE IT RESOLVED to approve the attached grant request from Maple Leaf Community Residences, for construction and related costs for the two MLCR homes that are to be built in Chardon. Payments shall not exceed \$400,000 for 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.

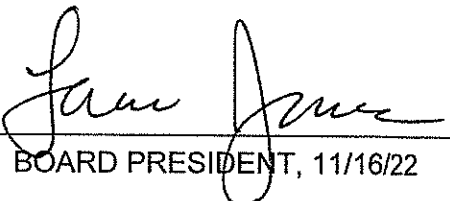
MOTION: *Mr. Miller*

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 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, 11/16/22

Grant Agreement

This grant agreement is entered into on the 16th day of November, 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 grant not to exceed \$400,000. The grant period will run from November 16, 2022 through December 31, 2023, and the award will be made in a single payment upon the execution of this agreement.

This award is for construction and related costs for the two MLCR homes that are to be built on vacant lots on Park Drive and Daniels Drive in Chardon.

Expenditures from this grant will require authorization by GCBDD prior to use. 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

November 16, 2022

Resolution: 22-112(A)

BE IT RESOLVED to approve the attached grant request from Maple Leaf Community Residences, for construction and improvements to be completed to the MLCR home located on Kenyon Road. Payments shall not exceed \$150,000 for 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. Lair*

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

Jana J...

BOARD PRESIDENT, 11/16/22

Grant Agreement

This grant agreement is entered into on the 16th day of November, 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 grant not to exceed \$150,000. The grant period will run from November 16, 2022 through December 31, 2023, and the award will be made in a single payment upon the execution of this agreement.

This award is for construction and improvements to be completed during the grant period to the MLCR home located on Kenyon Road.

Expenditures from this grant will require authorization by GCBDD prior to use. 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

November 16, 2022

Resolution: 22-113(A)

BE IT RESOLVED to approve the attached grant request addendum from Empower Sports, for Integrated Recreation Services. Payments shall not exceed \$75,000 for 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.

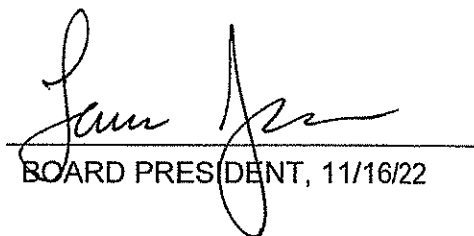
MOTION: Mrs. Janson

SECOND: Mrs. Keiper

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/>	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, 11/16/22

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

ADDENDUM #2 to
INTEGRATED RECREATION GRANT AGREEMENT WITH
Empower Sports
3210 Euclid Ave.
Cleveland OH, 44115

The Geauga County Board of Developmental Disabilities and Empower Sports are hereby renewing the grant agreement dated 7/1/21 for the period of 1/1/23 to 12/31/23. All terms and conditions of the original agreement remain in effect.

GCBDD will award Empower Sports a sum not to exceed \$75,000 upon the execution of this addendum. In the event Empower Sports ceases to provide Integrated Recreation Services, a repayment to GCBDD would occur on the following prorated basis:

Last Date of Service Occurred in:	Repayment Due to GCBDD
January	\$ 75,000
February	\$ 68,750
March	\$ 62,500
April	\$ 56,250
May	\$ 50,000
June	\$ 43,750
July	\$ 37,500
August	\$ 31,250
September	\$ 25,000
October	\$ 18,750
November	\$ 12,500
December	\$ 6,250

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES

EMPOWER SPORTS:

Tom Heines, Executive Director

Date

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

Donald L. Rice, II, Superintendent

Date

APPROVED AS TO FORM:

Sheila Salem, APA

Date

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-114(A)

BE IT RESOLVED to approve the attached grant request from NPower Services Co., for the continuation of the Integrated Adaptive CrossFit program. There will be a single payment not to exceed \$23,500 for the execution of this agreement.

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

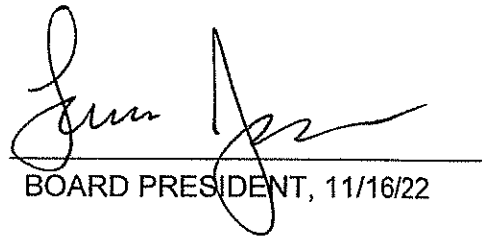
MOTION: Mrs. Janson

SECOND: 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 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, 11/16/22

Grant Agreement

This grant agreement is initiated on the 16th day of November, 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 \$23,500. The grant period will run from November 1, 2022 through December 31, 2023, 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 a CrossFit affiliate gym 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 April, July, October, and December of 2023. 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

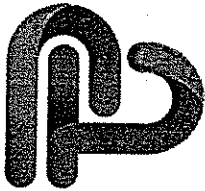
Lori Weber
NPower Services Co.

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date



NPower Services

2023 Integrated Adaptive CrossFit: Grant request

This proposal outlines a plan that welcomes adults with disabilities into a CrossFit affiliate gym 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, and coaches
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

This grant request is to continue the existing Adaptive CrossFit classes held every Tuesday at Chagrin Falls CrossFit. We tried to cap participants to 15, but 18 people showed up on the first day - so that's the number we held it at. We turned away 2 other people. The coaches have requested that we hold to our agreed 15 maximum in the future.

Notes:

1. The interest level remains high. People are asking if they can attend other classes during the week and continue working out. This is already an example of self-advocacy in action.
2. We have four - five adaptive trained CrossFit coaches. Our athletes require intense 1:1 attention in many, but not all instances. Hence, the high number of coaches. Our coaches are paid \$25 per person per class.
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. We are no longer accepting volunteer coaches. Anyone who works with Metz athletes must be an actual CrossFit coach. The majority of coaches also have adaptive certifications and others are in the process of getting their ATA certification. Any volunteer activity is only to provide queues and reminders.
5. We are being asked if we would offer other CrossFit classes on other days or in other gyms. People have also asked about other style workouts (martial arts). We are looking into offering "scholarship" programs - donation based - that would allow our athletes to transition to their own personal memberships. As of Nov. 2022, we are not considering these additions; we will, however, look into it next year.

Success criteria

At the end of a 15-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. Everyone is pushed - at least a little - to surprise themselves as they discover how much stronger they are than their beliefs about themselves.
5. Classes will be held during times when other gym members are also working out.
6. As lifts and movements have increased in complexity, we have compiled / tracked everyone's progress so they can see the improvements. NPower is happy to share this document with the Board upon request.
7. Sessions will consist of 15-16-week rotations where athletes will focus on a series of related lifts and movements. The final week 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 throughout the semester.

Funding and costs:

THREE, 15-16-week (depending on holidays, weather... built-in potential cancellations) sessions for 2023

Service	Cost	Total
Workout planning and coaching the coaches - with modifications for each movement (4-5 movements per workout). Head coaches will write a playbook of exercises and expectations. They now keep a record of everyone's participation and skill building history. Everyone knows what each of our athletes is capable of doing.	\$1,500 per each of three sessions	\$4,500
Coaching: 5 coaches per week, \$25 per class per coach	\$125 / week x 16 weeks x 3 sessions	\$6,000

Gym fee	16 weeks equipment / rental fees \$125 / week x 3 sessions	\$6,000
Administrative (planning, marketing, recruiting, communication, organizing coaches and final event)	\$750 / month	\$9,000
Total		\$25,500
Participant fee - encourage athletes to have some skin in the game	\$100 per athlete per semester (depends on how many people sign up)	-\$2,000
Total grant request		\$23,500

This covers **THREE** sessions at one gym (15-16 weeks each). 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 up to four to six 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 100 people at the competition event.

- 15 members with a developmental disability
- 4-6 coaches per class
- 8 - 16 gym members using the facility at the same time (not in our class)
- 100 + community members at the final competition event

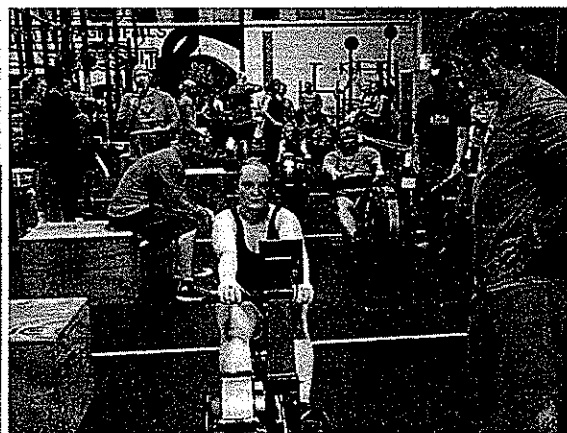
Total: We expect to interact with about 75 - 85 people on a consistent basis. This total includes peers, coaches, volunteers, gym members, family members who watch the workouts and community folks who attend the competition event.

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.

Some sessions will be in the "pod" style - where each coach works with 3-4 athletes at a time. As the semester progresses, we will transition to an actual CrossFit gym workout - where everyone is performing the same workout. The first portion of the class will be devoted to demonstrating and practicing the movements. The second portion will be the actual workout of the day.

NPower Services invites board members to attend any of these classes, but especially to come to any of the final event competitions. These are super high-energy and really show what our athletes are capable of.

Thank you for considering this proposal. If you have any questions please contact Lori Weber at 440-479-1244 or lori@NpowerServices.com



GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-115(A)

BE IT RESOLVED to approve the attached locally funded services agreement between Geauga DD and Monica's Miracles LLC, for transportation services. Payments shall not exceed \$2,000 for 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.

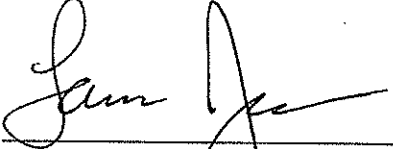
MOTION: *Mr. Miller*

SECOND: *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 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, 11/16/22

LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between **Monica's Miracles LLC** (**Provider**), and the **Geauga County Board of Developmental Disabilities (Board)**.

1.) TERM

This Agreement shall be effective **11/16/2022** 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 **\$2,000.00** 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

Monica's Miracles LLC
1060 Graham Rd A-2
Cuyahoga Falls Oh, 44224
ATTN: Romonica Boyd

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

Romonica Boyd
Monica's Miracles LLC
Approved to Form

Date

Sheila Salem, Assistant Prosecuting Attorney

Date

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 21st day of October, 2022, by and between Monica's Miracles LLC (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: **Monica's Miracles LLC**
 1060 Graham Rd A-2
 Cuyahoga Falls Oh, 44224
 Romonica Boyd

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



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Monica's Miracles**
Date: **11/8/2022 7:44:06 AM**

This search produced the following list of 17 possible matches:

Name/Organization	Address
Clemmons, Shawn	312 Overlook Drive
Harmony Community School	
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubli Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubln Granville Rd.
Monroe, Randolph	153 North Gettysburg Avenue
Montgomery, Amy	525 1/2 East Monroe Street
Oak Tree Montessori, Inc.	
Oak Tree Montessori, Inc.	
Reid-Moncrief, Cathy	209 Hamrock Drive
Simmons, Gayle	4223 Old Osprey Circle
Simmons, Gayle	4223 Old Osprey Circle
Simmons, Gayle	4223 Old Osprey Circle
Simon, Carolyn	7257 Thomas Drive
Simon, Theodore	11720 Lithopolis Rd. NW

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-116(A)

BE IT RESOLVED to approve the attached locally funded services agreement between Geauga DD and Haley Rataiczak, for transportation services. Payments shall not exceed \$1,000 for 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. Keiper*

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 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				

Jana Jans

BOARD PRESIDENT, 11/16/22

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective **11/11/2022** 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 **\$1,000.00** 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

Haley Rataiczak
12235 Norton Rd
Chesterland, Oh 44026
ATTN: Haley Rataiczak

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Haley Rataiczak
Haley Rataiczak
Approved to Form

Date

Sheila Salem, Assistant Prosecuting Attorney

Date

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 11th day of November, 2022, by and between Haley Rataiczak (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: **Haley Rataiczak**
 12235 Norton Rd
 Chesterland, Oh 44026
 Haley Rataiczak

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

November 16, 2022

Resolution: 22-117(A)

WHEREAS, Family Home Based Services and Summer Camp/Recreation Support are locally funded programs with criteria determined by the GCBDD;

WHEREAS, both programs have proven to be cost-effective means of supporting clients served by the GCBDD;

WHEREAS, both programs have grown over the past few years in terms of the total number of clients served and the proportion of clients who use 100% of available funding.

NOW THEREFORE BE IT RESOLVED, to approve the following updated Procedures for Policy Chapter 6, which increase available funding for Family Home Based Services and Summer Camp/Recreation Support.

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

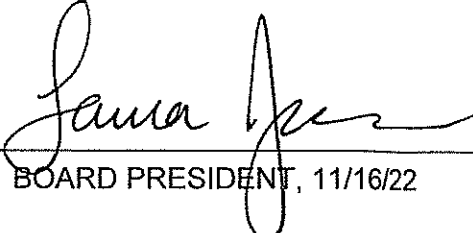
MOTION: Mr. Lair

SECOND: 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 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, 11/16/22

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

BOARD POLICY

Reviewed and Adopted by the Board

Date: 4/15/20
Revised: 11/16/22

Chapter 6 Provider Services

Purpose:

As the Geauga County Board of Developmental Disabilities (GCBDD) is no longer providing Direct Care Services except for Early Intervention, GCBDD will contract with outside entities to provide services including habilitation, sheltered employment, community employment, enclaves, and transportation.

The Ohio Department of Developmental Disabilities (DODD) expects GCBDD to maintain a sufficiently large pool of Private Providers who offer all the necessary services. In addition, the Board may contract directly with Private Providers for services which do not fit the guidelines of Medicaid waivers.

The Board authorizes the Superintendent to craft, implement, and monitor a set of procedures for supporting Private Providers and allowing clients to choose their service providers.

Geauga County Board of Developmental Disabilities

Procedures for Policy Chapter 6 Provider Services

6.1 Free Choice of Provider

The Geauga County Board of Developmental Disabilities offers its adult clients the opportunity to choose what provider of day programming services and for transportation they would like to use. The following are the guidelines for the use of other services.

1. Health and safety of the consumer always comes first and foremost. No service will be approved that does not meet the health and safety needs of the client.
2. Any service provider must be willing to become a Medicaid provider. In the event that a client is not Medicaid eligible, the provider must accept the equivalent Medicaid rate for those services.
3. The provider must be willing to take the adult client. No provider will be forced to accept a client. The Service and Support Administrator (SSA) will work with the client and a willing provider to facilitate the implementation of service provision.
4. While the Board would like to be able to offer the "Free Choice of Provider" to all adults on the Waiting List, resources are limited and cannot meet everyone's needs. For those individuals on the Waiting List, the "Free Choice of Provider" will be offered when sufficient resources are available.
5. As the Board is promoting Community Employment options, any new client who is offered "Free Choice of Provider" will be expected to pursue CE options first. If a client is repeatedly unsuccessful in these ventures or assessed by the SSA as not being able to be successful at CE, a workshop or habilitation placement will be considered.

6.2 Family Home Based Services

The Geauga County Board of Developmental Disabilities offers financial support to families who are providing care to their eligible family members in their own home. By allowing individuals to choose where they wish to live and the type of services they receive, the Board improves the lives of the individuals while avoiding more segregated and isolating residential placements. These funds should be used to further self-sufficiency, community integration, and independence while respecting the beliefs and values of each individual.

The Family Home Based Services will be funded by an annual grant from the GCBDD to the Metzenbaum Foundation. In addition, each year the Board will determine the amount of levy dollars available for the program.

The Family Home Based Services Program will offer a maximum of \$1,500 per year for the first eligible individual in the home. Each additional eligible individual in the home will qualify for a maximum of \$1,000 per year. If an individual has a Medicaid Waiver, the maximum provided by the Family Home Based Services Program will be capped at \$500 per year.

It is possible that not all individuals will receive the maximum allowable funds if the program has exhausted the total grant dollars available for that fiscal year.

The following are the procedures necessary for a family to access the funding:

1. An individual must be eligible for services from the Geauga County Board of Developmental Disabilities. If not already eligible for GCBDD services, the individual must complete the eligibility requirements through the Board's Intake and Eligibility Administrator.
2. The family must contact the Metzenbaum Foundation at (440) 729-9406 ext. 2500 to verify availability of funds and that the items or services qualify for funding prior to purchasing said items or services.
3. The family may request funds for:
 - Respite,
 - Disability based dietary assistance,
 - Disability based personal care goods,
 - Disability based specialized equipment,
 - Transportation support, or
 - Recreation/camp programs.

These services are typical for the program and do not require a review to determine whether they qualify for funding. Requests for any other type of services will be reviewed by the Superintendent or his/her designee on a case by case basis for a determination of appropriateness.

4. All expenses and reimbursements will be paid through the Metzenbaum Foundation.

5. The funds may be in addition to other system funding such as the Amish Special Needs Transportation Support and the Summer Camp Support.
6. Family Home Base Services is funded by local levy dollars as determined by the Board. The Superintendent will use his/her discretion to settle any dispute. The Superintendent has the ability to deny funding that represents legal, safety, or other detrimental issues at his/her discretion. In such a case, families would be asked to consider other options.

6.3 Summer Camp/Recreation Support

The Board will provide up to \$80,000 in funding to support summer camp opportunities for eligible students. The following are the requirements for participation in this program:

1. All requests will be considered on a first come first served basis. The date of receipt will be noted on each application.
2. Each student must be eligible for GCBDD services. The Board's Eligibility Specialist will work with families to complete the paperwork and assessments. No application will be considered until a student's eligibility is confirmed. If a student is at first not eligible but later becomes eligible, the date of receipt on the application will be changed to reflect the date of eligibility.
3. Students must be between the ages of 7 and 21 to qualify for support.
4. Up to \$1,000 per student will be made available for camp type activities during June, July, and August. Depending on the family's preference, the support may be used for a single camp/activity or several camps/activities.
5. The Superintendent has the ability to deny funding to a camp or program that represents legal, safety, or other detrimental issues at his/her discretion. In such a case, families would be asked to consider other options.
6. In order for a payment to be made, the family may submit a receipt for reimbursement, or the camp/organization may send a bill. Any refund from the camp/organization due to cancellation, additional outside funding, or failure to attend will be returned to the Foundation.

7. The processing of this support will be managed by the Foundation staff.
8. This support is in addition to Family Home Based Services.

6.4 Amish School Transportation Support

The Geauga County Board of Developmental Disabilities has determined to provide financial support for transportation services to Amish families with special needs children who choose not to send their children to a public school option. The GCBDD supports the choice of the Amish community to provide their own educational opportunities for Amish children.

While the Amish community operates numerous schools in the Southeastern part of the county, only two have been identified as Special Needs Schools: Sunny Hope and Sunny Acres. These schools operate outside the rules promulgated by the Ohio Department of Education as ruled by the Supreme Court in Wisconsin vs. Yoder. Amish families have chosen to participate in an education system which meets their religious beliefs and not to receive state or federal education funding. Many of these students would have attended the Geauga County Board of DD's Metzenbaum School prior to the Board's decision to cease operations of the school in 2011.

As students with special needs often have ambulatory issues, special vehicles with lifts and other accommodations are usually required for transportation. This represents a large expenditure for families and schools.

As the GCBDD funds approximately \$9,000 per student for education in the local school districts, the Board has determined it will provide up to \$1,000/student in transportation support to the Amish families who are not enrolled in the local school districts. Transportation costs for the GCBDD exceeded \$2,000 per year per student when the Metzenbaum School was in operation, thus providing \$1,000 per student is deemed reasonable.

The following procedures need to be followed for an Amish family to access funding:

1. The family must complete the eligibility requirements for Geauga County Board of DD services. The Board's eligibility specialist will work directly with the families to complete the forms and assessments.

2. The child may not be receiving school transportation from another government funded program.
3. The two schools, Sunny Acres and Sunny Hope, will submit a list of Geauga County students who attend the school. The names will be reviewed by the GCBDD staff to ensure the students are eligible.
4. Transportation funding will be in addition to the regular Family Home Based Supports and Summer Camp Supports funding.
5. As this is a purely local service funded by local levy dollars by the authority of the Board, the Superintendent will use his/her discretion to settle any dispute.

6.5 Grant Requests

For decades, GCBDD was the primary direct service provider for education, transportation, and adult services. As such, it supplemented DODD, Medicaid, and ODE funding with local levy dollars since the funding from DODD, Medicaid, and ODE was not sufficient to cover the entire cost of the services provided.

Since GCBDD is no longer providing direct services and is required by DODD to maintain a pool of Private Providers that can meet the clients' needs, the Board has an obligation to assist the providers. While the GCBDD understands it is illegal to directly supplement Medicaid rates, the state of Ohio allows county boards to issue grants and contract with outside entities to provide services.

To that end, GCBDD will consider issuing grants providing the availability of funds and providing the services meet the goals and vision of the agency. Grants will be based on financial need, number of clients benefiting, and quality of services. Grants may be issued to purchase a capital item, or they may be awarded as a reward/bonus for providing a desired outcome.

The Board may accept or reject any grant requests.

General Guidelines

- GCBDD will considered grant funding only if a budgetary surplus exists once expenses have been determined.
 1. Grants will only be offered after April 15th of each year following a review of the first quarter financials determines the availability of funds.
 2. No grants will be considered that jeopardize the GCBDD fiscal projections.

- Grants requests may be submitted to the Superintendent at any time and will be reviewed monthly by the Administrative Team.
- Grants will be considered based on the number of clients benefitting from the service.
- Grants will only be considered for endeavors that help meet GCBDD service needs.
- Grants for existing services that are not generating sufficient revenues will be funded first if the provider has a recent history of rendering quality services. Examples include on-time transportation, quality Community Employment placements with longevity, and individual clients being integrated into existing community groups.
- All grants will require regular reporting with documentation reviews.
- The Administration and Board may reject any grant request without reason.

Existing Services

- Historical data of the number of people served must be included.
- Financial statements for the previous 12 months must be submitted showing costs for the particular services under consideration and amounts billed to Medicaid, GCBDD, or other income.

New Services

- A business plan must be submitted.
- The rationale and benefit for an additional service must be clear.
- Grants must be for services in areas where too few or no providers exist.
- The request must include an argument for the likely success of the venture.
- Financial projections should include various levels of services based on the number of individuals served.

Geauga County Board of Developmental Disabilities

Grant Application - Direct Service Support

Cover Page

Date:

Requesting Party Information

Name:

Address:

Phone:

Email:

Amount Requested:

(Attach Financials)

Services to be provided:

(Attach Narrative)

Number of Clients Benefiting:

6.6 Employment First

The Geauga County Board of Developmental Disabilities (GCBDD) recognizes it is essential to support and challenge adults to achieve their highest potential. Adult Day Services will be directed at community employment if individuals with developmental disabilities are capable of working in the community. The Board shall strive for integration when working with providers.

Definitions

Competitive Employment – full-time or part-time work in an integrated setting for which the individual is compensated, where the individual is eligible for the same benefits provided to other employees, and is presented with advancement opportunities.

Integrated Setting – a setting in the community where individuals have the ability to interact as co-workers with persons who do not have disabilities as is typical in the workforce. Integrated setting includes employment settings in which employees interact with the community through technology.

Vocational Habilitation- services that provide learning and work experiences, including volunteer work, where the individual develops general skills which lead to competitive integrated employment. Such skills include the ability to communicate effectively with supervisors, co-workers, and customers; generally-accepted community workplace conduct and dress; ability to follow directions; ability to attend to tasks; workplace problem-solving skills and strategies; and workplace safety and mobility training.

Individual Employment Support– supports that match the individual's interests, strengths, priorities, and abilities with available jobs in the community, and helps the individual achieve personal and career goals. These services support sustained competitive, integrated employment including customized and self-employment.

Group Employment Support – supports provided in a community setting for groups of workers with disabilities who are gainfully employed and who have work experience. The supports are intended to further career development with the outcome of individual competitive, integrated employment.

Career Planning- individualized, person-centered, comprehensive employment planning and support that provides assistance for individuals to achieve or advance in competitive integrated employment. Career planning is a focused and time-limited engagement to help an individual identify a career direction and develop a plan for achieving competitive integrated employment as well as to provide the supports needed to achieve that employment.

Adult Day Support – supports that assist with acquisition, retention, or improvement of self-help, socialization, and adaptive skills that enhance the individual's social

development and performance of daily community living skills, build community membership and independence and expand personal choice.

Transition Plan for Students

1. Future planning for high school students' futures will be an integral part of their annual Individualized Education Program (IEP) meeting. The GCBDD will collaborate with local school districts, vocational rehabilitation, mental health, and other applicable agencies, to facilitate the transition from school to work for students.
2. All students are expected to engage in activities that will prepare them for community employment as supported by the DoDD Employment First Rule. Prior to age 16 students will develop a transition plan as part of their IEP. Their plan will include a specific statement about their future employment goals as well as details describing how they will develop job readiness skills in order to achieve those goals.
3. If the IEP team identifies the need for Vocational Habilitation services at subminimum wage to support a future goal of competitive integrated employment, the youth must be referred to Opportunities for Ohioans with Disabilities (OOD) to complete various assessments and documentation. Youth may be referred to OOD as young as age 14 or as early as possible in the transition planning process. A referral can be made by the local school district, GCBDD, or the family.
4. Students who have been determined ineligible or not successful by OOD will have the option to select from the various Habilitation providers.
5. Typically at age 16, or as appropriate, students will be encouraged to begin the re-eligibility process with the GCBDD's Intake/Eligibility Coordinator.
6. A Service and Support Administrator (SSA) will be assigned to each eligible transitional youth.

Plan for Adults

1. Adults who are interested in adult service programs shall contact GCBDD's Intake/Eligibility Coordinator.
2. A Service and Support Administrator (SSA) will be assigned to each eligible adult. An Individual Service Plan (ISP) will be developed using the person centered planning process.
3. Adults may be referred to OOD when appropriate. A referral can be made by the individual, GCBDD, or the family. Adults who have been determined ineligible or not successful by OOD will have the option to select from the various Habilitation providers.
4. Individuals who are not referred to OOD may choose work services or day habilitation through free choice of providers.

5. For individuals over the age of 60, placement in a Habilitation program or retirement option will be acceptable if that is the individual's desired outcome.

6.7 Transportation

The Geauga County Board of Developmental Disabilities (GCBDD) recognizes that individuals have a variety of transportation and will therefore cultivate and maintain a pool of providers from which individuals may choose.

Providers of specialized transportation under contract with the county board shall provide services in accordance with their contracts. Each contract shall specify the terms and conditions for the delivery of services and supports to the individuals served and shall comply with applicable law. It is the responsibility of the county board to ensure that the contract meets such requirements and that contracting entities are trained in and have access to applicable rules in the Administrative Code and to applicable policies of the county board.

Non-medical transportation shall be provided pursuant to an individual service plan that conforms to the requirements of OAC 5123. The individual service plan shall indicate whether non-medical transportation is to be provided in a modified or non-modified vehicle, the per-trip or per mile rate, and/or by operators of commercial vehicles.

6.8 Training Prior to Use of Board Owned Vehicles

The Board maintains a fleet of vehicles that may be used by various providers and staff to meet the needs of clients. The vehicles may be leased to a provider, rented by the mile, or used by staff to meet the needs of clients or the agency. All drivers shall complete the following requirements to drive a board owned vehicle.

All drivers will be trained on how to operate the board owned vehicles. Pre-driving requirements:

- Being of legal age (18) with a minimum of two years driving experience
- Driver record checks with no more than six points, three infractions and/or any six point convictions within the last thirty-six months as verified by an abstract driver record obtained through the bureau of motor vehicles

- Insurability by the Board's insurance carrier
- Holding a valid driver's license

Complete preservice training requirements as follows:

- A driving performance evaluation and review
- Any driver who has not driven an agency vehicle in a 12 month period will be retrained before being permitted to drive an agency vehicle again.

Vehicle Maintenance

- It is the responsibility of the driver to conduct a daily pre-trip inspection of the vehicle before leaving the storage site. Inspection and testing shall include lights, windshield washers/wipers, emergency equipment, mirrors, horns, tires, and brakes prior to transporting an individual. The Pre-trip Checklist is to be used.
- The driver must report all maintenance issues to the transportation supervisor. The transportation supervisor is responsible for refilling all fluids except washer fluid which is the driver's responsibility,
- The preventive maintenance schedule for each vehicle, as provided by the manufacturer, will be followed. Each driver is to notify the transportation manager in writing of any needed mechanical deficiencies. The transportation office should be notified approximately 500 miles before any routine maintenance is due so as to schedule it in a timely fashion.
- In accordance with ORC 5123:2-1-03, all vehicles will be inspected by the appropriate authorities on an annual basis. Records of such inspections will be kept on file.

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-118(A)

BE IT RESOLVED to approve the attached contract between Geauga DD and The Metzenbaum Foundation.

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: *Mr. Miller*

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 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				

Jana Janson
BOARD PRESIDENT, 11/16/22

**Contract Between the
Geauga County Board of Developmental Disabilities
and The Metzenbaum Foundation**

This agreement is initiated on this 16th of November, 2022, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and The Metzenbaum Foundation (TMF) of 8200 Cedar Rd., Chesterland, OH 44026, a not for profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

PREAMBLE

WHEREAS, GCBDD is the public body in Geauga County that oversees a comprehensive list of services provided to individuals in Geauga County whose capacity has been impaired because of a developmental disability in accordance with the provisions of Chapter 5126 of the Ohio Revised Code;

WHEREAS, the GCBDD does have the authority, as conferred by Revised Code 5126.05 (E), to enter into a contract with a Non-Profit Board for purposes of providing services to individuals whose capacity has been impaired because of developmental disabilities;

WHEREAS, TMF is a duly incorporated entity in compliance with the requirements of Revised Code Chapter 1702;

WHEREAS, TMF intends to provide various social/recreational programs and opportunities for individuals with developmental disabilities to integrate into their community;

WHEREAS, TMF intends to provide payment for services to individuals with developmental disabilities to attend camp, purchase equipment, receive respite services, and purchase disability related personal care items;

WHEREAS, TMF intends to support the Amish special needs schools, Sunny Hope and Sunny Acres, with transportation subsidies;

WHEREAS, the GCBDD supports these efforts of TMF;

WHEREAS, the GCBDD and TMF shall comply with all applicable rules and regulations established by O.R.C. for provision of services to individuals with developmental disabilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby agree to the following terms and provisions governing the provision of Family Support Services.

A. Terms: This agreement is effective 1/1/23 through 12/31/23.

B. Definitions:

Individual - means an individual with developmental disabilities determined eligible for programs and services pursuant to rules established under sections 5126.08 of the Revised Code and who is currently enrolled in such programs and services.

GCBDD - means the Geauga County Board of Developmental Disabilities created pursuant to section 5126.02 of the Revised Code which oversees and controls all of the activities related to providing services to individuals with developmental disabilities.

DODD – means the Ohio Department of Developmental Disabilities.

TMF - means the board of trustees responsible for the oversight of The Metzenbaum Foundation created pursuant to Chapter 1702 of the Revised Code.

C. Purpose: The purpose of this contract is to furnish a basis for cooperation and agreement between GCBDD and TMF in the payment for services provided under Family Home Based Services, and related programs as for persons with developmental disabilities as provided for in the Ohio Revised Code as detailed in paragraph H.

D. Individuals to be served

Individuals who are eligible for Family Support Services and related services pursuant to ORC 5126 who have been identified to be eligible by the GCBDD will be served by this agreement.

E. Responsibilities of the GCBDD

1. The GCBDD is responsible to identify eligible individuals to receive training and/or services under this agreement, pursuant to ORC 5126.
2. Oversee and provide assurance that the programs operated by the GCBDD are in compliance with the rules, regulations and standards of the Ohio Department of Developmental Disabilities; 5123: 2-1-06 of the Administrative Rule, and all other applicable local, state, and federal agencies.
3. The GCBDD will provide office space for the employees of TMF as needed.
4. The GCBDD will allow TMF to use the building space at the Metzenbaum Center for free provided the proper scheduling and use rules are followed.
5. The GCBDD will monitor the financial situation of TMF and grant additional funding as needed to ensure that TMF is fully reimbursed for any costs associated with processing the Family Home Based Service payments.
6. The GCBDD will not guarantee financial support for new business ventures or capital expenditures. Any financial grants for new business or capital purchases would be handled via a separate agreement.

F. Responsibilities of TMF

1. TMF shall be solely responsible and have sole control for making all business decisions regarding its normal operations at all locations where business is conducted which relates to contracts, quotes, purchases, debts, obligations, and approval procedures. Any and all purchases by TMF not outlined in this agreement shall be their sole responsibility.
2. TMF shall explore, research, and develop, at its discretion new opportunities for programming and determine their feasibility.
3. TMF shall be solely responsible for policies regarding selecting, hiring, scheduling, salary, benefits and assignment of its employees.
4. TMF shall be responsible for purchasing all specialized equipment, supplies and materials which relates to the completion of any and all of its business ventures and contracts.
5. Comply with all local, state and federal regulations in regard to; non-profit organizations, comply with all requirements for documentation of services, assure that all income, gifts, grants, or bequests are received, maintained, and disbursed in accordance with state laws and regulations governing such funds, and comply with the Equal Employment Opportunity Commission rules and regulations is required as is compliance with ORC 125.111 as to affirmative action.
6. TMF will report at least annually to the GCBDD on how these grant funds were used to serve individuals with developmental disabilities. This report and the supporting documentation will be made available to GCBDD staff upon request.
7. TMF shall make monthly reports to the GCBDD of the programs offered and participants in each program.

G. Joint Responsibilities of the GCBDD and TMF

1. Conduct and maintain an ongoing public information and awareness program to better publicize the activities of the Family Home Based Services program to increase community awareness of the services provided by both the GCBDD and TMF. TMF shall provide any program information to the GCBDD's public relations representative for dissemination.
2. Annually review the Family Home Based Services and related programs offered to determine whether effective results are being achieved and/or modifications that need to be implemented.
3. Comply with the rules and regulations established by the Ohio Department of Administrative Services and the Department of Developmental Disabilities relating to programs for individuals with developmental disabilities.

H. Description of Services/Funding:

1. The GCBDD will make a payment of \$634,100 to TMF upon the execution of this agreement.
 - a. Amounts are allocated as follows:

FHBS	\$ 240,000
Summer Camp/Rec Support	\$ 96,000
Amish Transportation	\$ 55,000
Special Olympics Coaches	\$ 11,000
Recreation	\$ 150,000
Community Connections	\$ 70,000
Amish School Supplies	\$ 1,100
Extraordinary Client Needs	\$ 11,000
Total	\$ 634,100

2. TMF will make payments for Family Home Based Services, Summer Camp/Recreation Support, and Amish Transportation in accordance with Board Policy. Specific Procedures are outlined in Board Policy chapter 6, sections 2, 3, and 4, all of which are detailed in Attachment A, which is incorporated in this agreement.
3. TMF will provide coaching stipends for approximately 10 coaches in the recreation programs.
4. TMF will provide Recreation/Socialization programs that serve a monthly average of 160 individuals with developmental disabilities. TMF will provide a variety of activities and programs that are open to clients of the GCBDD with little or no costs. These activities will be led by TMF staff. Recreation/Socialization programs consist of the following:

Special Olympics: Year-round sports which vary from 7 week to 18 week sessions. Track and Field, Volleyball (2 teams), Swimming, Basketball (3 teams), Soccer, Softball (2 teams), Golf, Bowling (Team and Individual)

Dinner club: Meets 10 months a year at two separate restaurants.

Aktion Club: 33 members as of April 2021, Meets 11 times a year.

Therapeutic Riding: 10 individuals get to go to Fieldstone farms for 1 spring session. A session is 8 weeks long one day a week for 2 hours.

Recreation Outings: Various places in Northeast Ohio average of 8 times a month.

Dances: 10 times a year.

Any reductions to the above minimums must be replaced with new options and must be approved by the GCBDD.

5. TMF will provide a series of programs that include the general public and individuals with developmental disabilities, known as Community Connections. These activities will have little or no costs, and may be led by community members, private providers, individuals with developmental disabilities, or even GCBDD staff on their own time. The key is that individuals with developmental disabilities are able to participate. These programs can be promoted by the GCBDD, but any costs for staffing or supplies will be paid for by TMF. Community Connections will serve a monthly average of 110 people.
6. TMF will establish a separate fund or checking account to process the payments for services and other related expenses. This fund or account will have enough deposited to cover the payment for services approved from the program areas as the need arises.
7. TMF will determine an appropriate process of oversight, reconciling, and reporting on a monthly, quarterly, or other basis as they see fit.
8. The GCBDD considers the grant amount to be sufficient to cover costs of any and all TMF functions related to processing payments and providing the aforementioned programs/services.

I. Facilities: The GCBDD will maintain ownership and care for all the facilities used at the Metzenbaum campus. The GCBDD shall provide the space necessary for the execution of the services outlined in this agreement.

J. Notices: All communications regarding any change or issue involving the agreement will be in writing to the following contacts:

Metzenbaum Foundation
 Attn: Treasurer
 8200 Cedar Rd.
 Chesterland, OH 44026

Geauga County Board of DD
 Attn: Superintendent
 8200 Cedar Rd.
 Chesterland, OH 44026

K. Independent Organizations: At all times during this agreement, both parties will serve as independent contractors. Only the specific obligations outlined in this agreement are to be followed by each organization. Each party otherwise will follow its own policies and procedures, calendar, and meet any other obligation independently.

L. Equipment: Each organization will maintain its own list of equipment and follow the appropriate tracking and fiscal monitoring like depreciation. If either party wishes, equipment can be shared with the other party without going through a bid process.

Both parties agree that all assets, materials or equipment purchased by TMF shall be the legal property of TMF, or its lawful successors or assign, unless the parties agree otherwise in writing with respect to specific materials or equipment.

If TMF ceases to do business, all assets purchased with tax payer dollars will revert to the GCBDD. Any acquisitions of material equipment or assets that have been purchased by TMF (private sector dollars) will be liquidated in accordance with law.

- M. Insurance:** Each party will carry its own policies or requirements for appropriate insurances.

The GCBDD will carry insurances for building, grounds and vehicles owned by the GCBDD.

TMF will carry insurance for materials, equipment and vehicles owned by TMF.

TMF will provide general liability insurance for the various programs and activities and indemnify GCBDD.

TMF will provide GCBDD with a certificate of insurance upon the initiation of this agreement.

The GCBDD will provide general liability insurance (insurance that pays damages where a person or organization is found responsible for injury or harm caused) coverage for the Family Support Services programming and indemnify TMF.

- N. Oversight:** Upon request, TMF will provide the GCBDD Superintendent, or his designee, with minutes, financials, and/or other material to prove responsible use of the grant funds.

O. Termination:

Mutual Agreement: This agreement may be amended, modified, or terminated by the mutual agreement of the parties. Any changes can be added as an amendment signed by both parties and attached to the original agreement.

Termination for Cause: In the case of criminal conduct, gross immoral behavior, or blatantly failing to meet the obligations outlined in this agreement which places the other party in a harmful situation, either party may terminate the contract in 30 days with a written letter.

All other conflicts or grievances will follow the following process in an effort to find a workable solution that allows the process to continue. All times mentioned are recommendations that can be modified by mutual consent of both parties.

Step 1 – When a situation arises that can't be handled by the Treasurer and the GCBDD staff, a meeting of TMF will be held. Phone conferences can be used in place of holding a meeting. Information will be shared and researched to try to find a workable solution. Step 1 will take up to 14 days. If a solution is not reached, the issue will move to Step 2.

Step 2 - If there is not a satisfactory solution to Step 1, a mutually agreed to third party will be used as a mediator. Each party will submit a written summary of the issue stating their points. Copies will be provided to each party. A meeting will be held by the third party to ask questions and clarify the issue. Within 30 days, the mediating party will submit a summary of their findings and recommendation for a solution. The mediator's recommendation will not be binding on the parties, but every effort should be taken to accept this solution.

Step 3 – If the mediator’s solution is not acceptable to both parties, either party may issue a letter stating that they wish to terminate the agreement effective in at least 30 days from the date of the letter.

Termination by Choice – If either party wishes to terminate this agreement of their own volition, a 3 month notice will be given in writing. When canceled, all the prorated unused funding will be returned to GCBDD.

P. Miscellaneous: This agreement represents the entire understanding between TMF and the GCBDD. It supersedes any and all previous agreements concerning TMF and the GCBDD.

Severability – Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the agreement shall be prohibited by or invalid under any applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the agreement.

Force Majeure – Neither party shall be responsible for failure to perform caused by events beyond their control. Such events may include, but are not restricted to the following: Acts of God, fire, epidemics, earthquakes, floods, strikes, war or civil disorders, or unavailability of transportation.

Governing Law – This agreement shall be deemed to be made under and shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Q. Signatures:

For the GCBDD
Donald L. Rice, II, Superintendent

For TMF
Dr. Dennis Schmidt, TMF President

Date

Date

Approved to form,
Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY AUDITOR CERTIFICATION:

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 16th day of November, 2022, by and between the Metzenbaum Foundation (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 for the term of your Contract Agreement ending on December 31, 2023.

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with the Family Home Based Services as agreed to in the terms of the Contract Agreement; 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 provide Family Home Based Services as listed in the Contract Agreement.
 - 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, OH 44026

To the Business Associate: *Metzenbaum Foundation*
Attn: Dr. Dennis Schmidt, Foundation President
8200 Cedar Rd.
Chesterland, OH 44026

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: *Metzenbaum Foundation*

 Dr. Dennis Schmidt, Foundation President

 Date

ATTACHMENT A

Geauga County Board of DD Policy Chapter 6

6.2 Family Home Based Services

The Geauga County Board of Developmental Disabilities offers financial support to families who are providing care to their eligible family members in their own home. By allowing individuals to choose where they wish to live and the type of services they receive, the Board improves the lives of the individuals while avoiding more segregated and isolating residential placements. These funds should be used to further self-sufficiency, community integration, and independence while respecting the beliefs and values of each individual.

The Family Home Based Services will be funded by an annual grant from the GCBDD to the Metzenbaum Foundation. In addition, each year the Board will determine the amount of levy dollars available for the program.

The Family Home Based Services Program will offer a maximum of \$1,500 per year for the first eligible individual in the home. Each additional eligible individual in the home will qualify for a maximum of \$1,000 per year. If an individual has a Medicaid Waiver, the maximum provided by the Family Home Based Services Program will be capped at \$500 per year.

It is possible that not all individuals will receive the maximum allowable funds if the program has exhausted the total grant dollars available for that fiscal year.

The following are the procedures necessary for a family to access the funding:

1. An individual must be eligible for services from the Geauga County Board of Developmental Disabilities. If not already eligible for GCBDD services, the individual must complete the eligibility requirements through the Board's Intake and Eligibility Administrator.
2. The family must contact the Metzenbaum Foundation at (440) 729-9406 ext. 2500 to verify availability of funds and that the items or services qualify for funding prior to purchasing said items or services.
3. The family may request funds for:
 - Respite,
 - Disability based dietary assistance,
 - Disability based personal care goods,
 - Disability based specialized equipment,
 - Transportation support, or
 - Recreation/camp programs.

These services are typical for the program and do not require a review to determine whether they qualify for funding. Requests for any other type of

services will be reviewed by the Superintendent or his/her designee on a case by case basis for a determination of appropriateness.

4. All expenses and reimbursements will be paid through the Metzenbaum Foundation.
5. The funds may be in addition to other system funding such as the Amish Special Needs Transportation Support and the Summer Camp Support.
6. Family Home Base Services is funded by local levy dollars as determined by the Board. The Superintendent will use his/her discretion to settle any dispute. The Superintendent has the ability to deny funding that represents legal, safety, or other detrimental issues at his/her discretion. In such a case, families would be asked to consider other options.

6.3 Summer Camp/Recreation Support

The Board will provide up to \$80,000 in funding to support summer camp opportunities for eligible students. The following are the requirements for participation in this program:

1. All requests will be considered on a first come first served basis. The date of receipt will be noted on each application.
2. Each student must be eligible for GCBDD services. The Board's Eligibility Specialist will work with families to complete the paperwork and assessments. No application will be considered until a student's eligibility is confirmed. If a student is at first not eligible but later becomes eligible, the date of receipt on the application will be changed to reflect the date of eligibility.
3. Students must be between the ages of 7 and 21 to qualify for support.
4. Up to \$1,000 per student will be made available for camp type activities during June, July, and August. Depending on the family's preference, the support may be used for a single camp/activity or several camps/activities.
5. The Superintendent has the ability to deny funding to a camp or program that represents legal, safety, or other detrimental issues at his/her discretion. In such a case, families would be asked to consider other options.
6. In order for a payment to be made, the family may submit a receipt for reimbursement, or the camp/organization may send a bill. Any refund from the camp/organization due to cancellation, additional outside funding, or failure to attend will be returned to the Foundation.
7. The processing of this support will be managed by the Foundation staff.
8. This support is in addition to Family Home Based Services.

6.4 Amish School Transportation Support

The Geauga County Board of Developmental Disabilities has determined to provide financial support for transportation services to Amish families with special needs children who choose not to send their children to a public school option. The GCBDD supports the choice of the Amish community to provide their own educational opportunities for Amish children.

While the Amish community operates numerous schools in the Southeastern part of the county, only two have been identified as Special Needs Schools: Sunny Hope and Sunny Acres. These schools operate outside the rules promulgated by the Ohio Department of Education as ruled by the Supreme Court in *Wisconsin vs. Yoder*. Amish families have chosen to participate in an education system which meets their religious beliefs and not to receive state or federal education funding. Many of these students would have attended the Geauga County Board of DD's Metzenbaum School prior to the Board's decision to cease operations of the school in 2011.

As students with special needs often have ambulatory issues, special vehicles with lifts and other accommodations are usually required for transportation. This represents a large expenditure for families and schools.

As the GCBDD funds approximately \$9,000 per student for education in the local school districts, the Board has determined it will provide up to \$1,000/student in transportation support to the Amish families who are not enrolled in the local school districts. Transportation costs for the GCBDD exceeded \$2,000 per year per student when the Metzenbaum School was in operation, thus providing \$1,000 per student is deemed reasonable.

The following procedures need to be followed for an Amish family to access funding:

1. The family must complete the eligibility requirements for Geauga County Board of DD services. The Board's eligibility specialist will work directly with the families to complete the forms and assessments.
2. The child may not be receiving school transportation from another government funded program.
3. The two schools, Sunny Acres and Sunny Hope, will submit a list of Geauga County students who attend the school. The names will be reviewed by the GCBDD staff to ensure the students are eligible.
4. Transportation funding will be in addition to the regular Family Home Based Supports and Summer Camp Supports funding.
5. As this is a purely local service funded by local levy dollars by the authority of the Board, the Superintendent will use his/her discretion to settle any dispute.

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-119(A)

BE IT RESOLVED to approve the attached list of the 2023 Contracts.

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

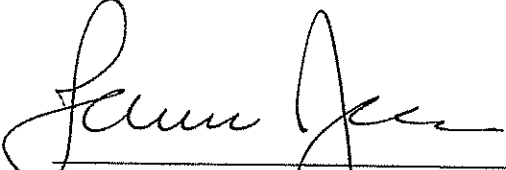
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/> Yes	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 type="radio"/> Yes	No	Abstain
Mr. Lair	<input checked="" type="radio"/> Yes	No	Abstain				


BOARD PRESIDENT, 11/16/22

Geauga County Board of DD - Calendar Year 2023 Formal Contracts

Vendor	Product(s)/Service(s)	Amount Not to Exceed	G/L Account
BR549 LLC	Adult Day/Supported Living/Transportation	\$40,000.00	2063-056-00-601
A BETTER CHOICE SLS INC	Adult Day/Supported Living/Transportation	\$20,000.00	2063-056-00-601
A.L.S. LLC	Supported Living/Transportation	\$100,000.00	2063-056-00-601
A1 HOME CARE SERVICE INC.	Adult Day/Transportation	\$28,000.00	2063-056-00-601
A1 TRANSPORTATION SERVICES	Transportation	\$10,000.00	2063-056-00-601
ACCESS SUPPORTIVE SERVICES	Supported Living	\$500.00	2063-056-00-601
ACTIVE DAY OH, INC	Community Employment Services	\$500.00	2063-056-00-601
AIKEY, MICHAEL	Transportation	\$15,000.00	2063-056-00-601
BANKS, KERRY A	Supported Living	\$500.00	2063-056-00-601
BAXTER, JESSICA	Supported Living	\$500.00	2063-056-00-601
BLOOMMORE SERVICES, LLC	Transportation	\$2,000.00	2063-056-00-601
BRITTANY RESIDENTIAL INC	Adult Day/Supported Living	\$30,000.00	2063-056-00-601
BUKKY , TED	Supported Living	\$28,100.00	2063-056-00-601
BURESCH, KATHLEEN	Transportation	\$16,000.00	2063-056-00-601
CAVASINI, BRIAN	Transportation	\$7,000.00	2063-056-00-601
CHAMBERS, RICHARD	Transportation	\$6,000.00	2063-056-00-601
CLEAR SKIES AHEAD LLC	Supported Living	\$8,000.00	2063-056-00-601
CONSUMER SUPPORT SERVICES INC	Supported Living	\$500.00	2063-056-00-601
CURRAN, LYNNE	Transportation	\$11,000.00	2063-056-00-601
DIETSCH, LISA	Therapy Services	\$3,250.00	2063-056-00-601
DIMATTIA, JOSEPH	Transportation	\$500.00	2063-056-00-601
EDENBURGH, FLOYD	Transportation	\$22,000.00	2063-056-00-601
EMERALD ROSE	Supported Living	\$110,000.00	2063-056-00-601
EMPOWERING PEOPLE WORKSHOP INC	Adult Day/Transportation	\$83,000.00	2063-056-00-601
FIELDSTONE FARM TRC	Therapeutic Riding	\$2,268.00	2063-056-00-601
FIND ART LLC	Art Therapy	\$3,000.00	2063-056-00-601
FINE ARTS ASSOCIATION	Art Therapy	\$2,500.00	2063-056-00-601
GEAUGA COUNTY TRANSIT PROGRAM	Transportation	\$104,000.00	2063-056-00-601
GEORGE, COURTNEY	Transportation	\$2,000.00	2063-056-00-601
GOLDBERG, LISA	Transportation	\$13,000.00	2063-056-00-601
HIRAM FARM LIVING & LEARNING COMMUNITY	Adult Day	\$25,000.00	2063-056-00-601
JEWISH FAMILY SERVICE	Supported Living	\$500.00	2063-056-00-601
JEWISH FAMILY SERVICE	Social Work Services	\$33,000.00	2063-056-00-601
JOANN AND FREDERICK BRACE	Amish Education Consultant	\$25,000.00	2063-056-00-601
KAB CONSULTING	Delegated Nursing Training	\$8,000.00	2063-056-00-601
KINSMAN CARE INC	Supported Living	\$2,000.00	2063-056-00-601
MAPLE LEAF COMMUNITY RESIDENCES INC	Supported Living	\$210,000.00	2063-056-00-601
MARCHIORE, DEBORAH	Transportation	\$500.00	2063-056-00-601
MEADOWS , MICHELLE	Transportation	\$10,000.00	2063-056-00-601
METZENBAUM SHELTERED IND INC	Community Integration Grant	\$15,000.00	2063-056-00-601
METZENBAUM SHELTERED IND INC	Adult Day/Transportation/Comm Int	\$515,000.00	2063-056-00-601
MONICA'S MIRACLES LLC	Transportation	\$500.00	2063-056-00-601
MORWERK SOLUTIONS LLC	Supported Living	\$2,000.00	2063-056-00-601
MUSHRUSH , HEATHER	Transportation	\$2,000.00	2063-056-00-601
NORTH EAST OHIO NETWORK	RN Fees and Fiscal Supports/Funds Management	\$5,000,000.00	2063-056-00-601
NPOWER SERVICES	Community Integration Assessments	\$10,000.00	2063-056-00-601
RATAICZAK, HAYLEY	Transportation	\$2,000.00	2063-056-00-601
RUTHERFORD, DIANNA L	Transportation	\$50,000.00	2063-056-00-601
SABO , ADELE	Supported Living	\$38,000.00	2063-056-00-601
SCOTT , PATRICE	Transportation	\$2,000.00	2063-056-00-601
SHIPMAN, JANICE	Supported Living	\$6,000.00	2063-056-00-601
SOLID ROCK ON WHICH WE STAND LLC	Adult Day/Transportation	\$60,000.00	2063-056-00-601
SUNSHINE TRAINING CENTER	Adult Day	\$333,000.00	2063-056-00-601
TARASCO, FRANK	Transportation	\$2,500.00	2063-056-00-601
TWO FOUNDATION INC	Job Coaching/Development/Transportation	\$130,000.00	2063-056-00-601
VICTORY HOME CARE LLC	Transportation	\$66,000.00	2063-056-00-601
WILSON , DEBRA	Supported Living	\$500.00	2063-056-00-601
AZTEK CONSULTING CORPORATION	Website Hosting	\$8,040.00	2027-056-00-601
BRITTCO LLC	Software Service (01/01/23-12/31/23)	\$20,000.00	2027-056-00-601
ESC OF THE WESTERN RESERVE	VOIP, Internet Filtering, Email Archive, Remote B	\$34,680.00	2027-056-00-601
H & M SNOW PROS INC	Snow Removal	\$25,000.00	2027-056-00-601
HYLANT ADMINISTRATIVE SERV LLC	Fleet/Liability Insurance	\$30,000.00	2027-056-00-601
INTELLINETICS INC	Software - Support and Maintenance Agreement	\$9,504.00	2027-056-00-601
ISOLVED INC (fka infinisource Inc)	Time and Attendance Solutions Maintenance	\$3,500.00	2027-056-00-601

Sub-totals by G/L Account

2063-056-00-601	\$ 7,217,618
2027-056-00-601	\$ 127,224
TOTAL	\$ 7,348,342

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-120(A)

BE IT RESOLVED to reschedule the December 21, 2022, board meeting to December 14, 2022.

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

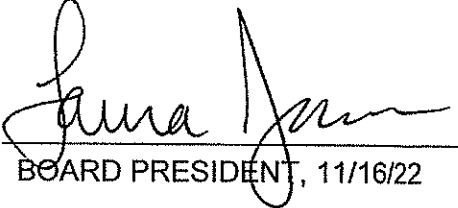
MOTION: Mrs. Keiper

SECOND: Mr. Miller

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


BOARD PRESIDENT, 11/16/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 16, 2022

Resolution: 22-121(A)

BE IT RESOLVED to approve the attached list of board meeting dates for the year 2023. All meetings will be held on the third Wednesday of every month at the Metzenbaum Center at 6pm, *unless otherwise posted.*

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

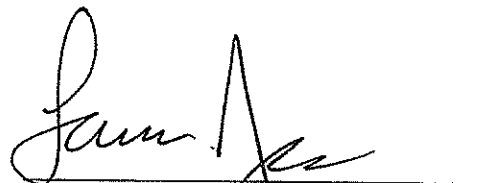
MOTION: *Mr. Lair*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/> Yes	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	Yes	No	Abstain
Mr. Lair	<input checked="" type="radio"/> Yes	No	Abstain				


BOARD PRESIDENT, 11/16/22

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

**2023 BOARD MEETING DATES
TO BE APPROVED 11/16/22**

January 18, 2023	July 19, 2023
February 15, 2023	August 16, 2023
March 15, 2023	September 20, 2023
April 19, 2023	October 18, 2023
May 17, 2023	November 15, 2023
June 21, 2023	December 20, 2023

Please Note:

The Board meetings are the third Wednesday of every month at 6 pm. They will take place in person at the Metzenbaum Center building in the Administrative Board Room, 8200 Cedar Rd., Chesterland, Ohio.