

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

***BOARD MINUTES***

***September 21, 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

**Board Members Absent**

**I. 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 22-85(A) to approve the minutes for the July 20, 2022, meeting. This resolution was approved.

c. Approval of Donations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-05(D) to approve donations to the program. This resolution was approved.

d. Confirmation of Personnel Actions:

Mrs. Tvergyak-Oznowich introduced Resolution 22-04(P) approving personnel actions for the time period reported. 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 July. See attached.

b. Ethics Recommendations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-86(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 22-13(B) detailing financial transactions and Resolution 22-14(B) approving voucher schedules for the period indicated. These resolutions were approved.

d. Financial Statement Review:

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

e. Ethics Recommendations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-87(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.

- f. Financial Transactions and Voucher Approvals:  
Mrs. Tvergyak-Oznowich introduced Resolutions 22-15(B) detailing financial transactions and Resolution 22-16(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, Maple Leaf Community Residences, NPower Services, and Metzenbaum Foundation.

**V. New Business:**

a. Approvals:

- i. 2023 Budget Proposal:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-88(A) approving the proposed budget projection for 2023. This resolution was approved.
- ii. Grant Requests:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-89(A) approving grant requests made by A Better Choice SLS, Family Home Based Services program, Metzenbaum Sheltered Industries, and The Metzenbaum Foundation. This resolution was approved.
- iii. LFSAs for Transportation:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-90(A) approving Locally Funded Services Agreements for transportation with Chinae Edmonds, Danna Drayer, Denise Schoenwald, Garry Schoenwald, Geauga County Transit, Richard Chambers, Stephen Schoenwald, and William Koehl. This resolution was approved.
- iv. Solid Rock LFSAS Addendum:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-91(A) approving a Locally Funded Service Agreement Addendum with Solid Rock On Which We Stand for community employment services. This resolution was approved.
- v. Mandt Student Academy Contract:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-92(A) approving a contract with Mandt Student Academy for training and certification. This resolution was approved.
- vi. Board Policy and Procedures:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-93(A) approving Board Policies and Procedures 3.8 Behavior Support. This resolution was approved.
- vii. Disposal of Assets:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-94(A) approving of the disposal of an asset due to being unusable and damaged. This resolution was approved.
- viii. Signature Approval:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-95(A) approving the authorization of specified accounts and staff. This resolution was approved.

b. Issues

- i. Maple Leaf Grant:  
Mr. Rice informed the Board that there will be a grant coming from MLCR at the next board meeting. The prices of building materials have gone up and so has the capital for repairs.
- ii. Rainbow of Hope Build Delay:  
Mr. Rice discussed with the Board that the Geauga Building Dept. continues to put roadblocks on the building of the Rainbow of Hope facility.
- iii. GMHA/HIS:  
Mr. Rice talked with the Board about the meeting he had with GMHA/HIS and the future plans for building community homes.
- iv. 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:

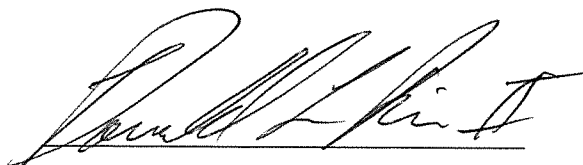
**VIII. Executive Session:**

- a. Mrs. Tvergyak-Oznowich introduced Resolution 22-96(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, ...
  - i. Mrs. Tvergyak-Oznowich introduced Resolution 22-97(A) approving an appropriation transfer to cover the Workers' Compensation Rebate Program. This resolution was approved.
  - ii. Mrs. Tvergyak-Oznowich introduced Resolution 22-98(A) approving staff bonuses for full-time and part-time employees. This resolution was approved.

**IX. Adjournment**

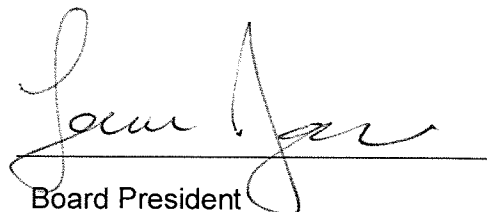
***The Next Board meeting will be on October 19, 2022.***

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: 24-36(A)**

BE IT RESOLVED to amend the September 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.

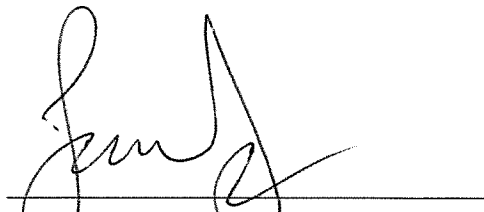
MOTION: *Mr. Miller*  
*89*

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 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**

**September 21, 2022**

- I. **Working Session:** 6pm Budget Training & State Issues
- II. **Call to Order and Roll Call:**
  - a. Roll Call 2022 Board
  - b. Approval of July 2022 Minutes
  - c. Personnel Actions
  - d. Donation Approval
- III. **Financial:**
  - a. Financial Statement Review (All funds for July)
  - b. Ethics Recommendation
  - c. Financial Transactions and Voucher Approvals
  - d. Financial Statement Review (All funds for August)
  - e. Ethics Recommendation
  - f. Financial Transactions and Voucher Approvals
- IV. **Board Status Reports:**
- V. **Program Reports:**
- VI. **New Business:**
  - a. Approvals:
    - i. 2023 Budget Proposal
    - ii. Grant Requests
    - iii. Locally Funded Services Agreements for Transportation
    - iv. Locally Funded Services Agreement with Solid Rock
    - v. Mandt Student Academy Contract
    - vi. Board Policy and Procedure
    - vii. Disposal of Assets
    - viii. Rean Davis Signature Approval
  - b. Issues:
    - i. Maple Leaf Grant
    - ii. Rainbow of Hope Build Delay
    - iii. GMHA/HSI
    - iv. Annual Planning Retreat Oct. 28 - *Laura omj*
- VII. **General Announcements:**
- VIII. **Other Business – comments from the floor:**
- IX. **Executive Session:**
  - a. Pursuant to ORC 121.22(G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, ...
- X. **Adjournment**

**Next Board Meeting: October 19, 2022**

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

September 21, 2022, Bd. Meeting

Roll Call: 2022 Board

ROLL CALL:

Mrs. Janson	<i>Here</i>	<i>Absent</i>	Mr. Jackson	<i>Here</i>	<i>Absent</i>
Mr. Suttell	<i>Here</i>	<i>Absent</i>	Mr. Miller	<i>Here</i>	<i>Absent</i>
Mrs. Keiper	<i>Here</i>	<i>Absent</i>	Mrs. Wilder	<i>Here</i>	<i>Absent</i>
Mr. Lair	<i>Here</i>	<i>Absent</i>			

*Jana Janson*  
BOARD PRESIDENT, 09/21/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-85(A)**

BE IT RESOLVED to approve the attached minutes of the July 20, 2022, Board meeting.

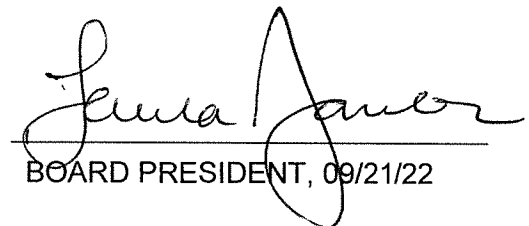
MOTION: *Mrs. Janson*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 09/21/22

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**BOARD MINUTES**

*July 20, 2022*

**Board Members Present**

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

**Administration**

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

**Board Members Absent**

**I. 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 22-72(A) to approve the minutes for the June 15, 2022, meeting. This resolution was approved.

c. Approval of Donations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-04(D) to approve donations to the program. This resolution was approved.

d. Confirmation of Personnel Actions:

There were no personnel actions to approve.

e. Resolutions of Appreciation:

Mrs. Tvergyak-Oznowich introduced Resolution 22-73(A) to approve resolutions of appreciation for supporting the Family Fun Fest. This resolution was approved.

**II. Financial**

a. Financial Statement Review:

Mrs. Davis provided a review of financial statements of all funds for the time period processed. See attached.

b. Ethics Recommendations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-74(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 22-11(B) detailing financial transactions and Resolution 22-12(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, Maple Leaf Community Residences, NPower Services, and Metzenbaum Foundation.

**V. New Business:**

a. Approvals:

i. Then and Now:

Mrs. Tvergyak-Oznowich introduced Resolution 22-75(A) approving a Then and Now certification covering public outreach. This resolution was approved.



- ii. NPower Services Grant:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-76(A) approving a grant request made by NPower Services to help continue the RockAbility program. This resolution was approved.
- iii. PAR Grant:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-77(A) approving a grant request made by PAR to support their mission of DD advocacy. This resolution was approved.
- iv. Rainbow Of Hope Grant Extension:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-78(A) approving a grant extension request made by Rainbow Of Hope to extend the grant deadline date. This resolution was approved.
- v. Joseph DiMattia LFSA:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-79(A) approving a locally funded services agreement with Joseph DiMattia for HPC services. This resolution was approved.
- vi. Kerry A. Banks LFSA:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-80(A) approving a locally funded services agreement with Kerry A. Banks for HPC services. This resolution was approved.
- vii. Lisa Dietsche LFSA:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-81(A) approving a locally funded services agreement with Lisa Dietsche for therapy services. This resolution was approved.
- viii. Board Policies and Procedures:  
Mrs. Tvergyak-Oznowich introduced Resolution 22-82(A) approving Board Policies and Procedures 3.22 Technology First, and 3.23 Participant Direct Goods and Services. This resolution was approved.

b. Issues

- i. There were no issues to discuss.

**VI. General Announcements:**

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

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

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

**VIII. Executive Session:**

- a. Mrs. Tvergyak-Oznowich introduced Resolution 22-83(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**

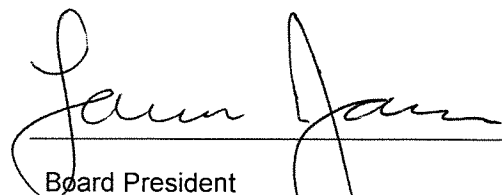
***The Next Board meeting will be September 21, 2022.***

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

6/1/2022-6/30/2022

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	11,061,990.00	.00	6,164,121.22	4,897,868.78	56%
410	State Reimbursement-Real Estate	1,215,142.00	.00	591,356.47	623,785.53	49%
412	Federal Grants	540,000.00	99,181.14	562,068.45	(22,068.45)	104%
413	State Revenues	600,000.00	.00	403,769.41	196,230.59	67%
420	Fees	685,000.00	72,881.91	418,468.44	266,531.56	61%
450	Interest	200.00	.00	144.62	55.38	72%
451	Donations	.00	67.38	21,876.69	(21,876.69)	--
452	Other Revenue	10,000.00	538.16	358,554.70	(348,554.70)	3586%
		<u>\$14,112,332.00</u>	<u>\$172,668.59</u>	<u>\$8,520,360.00</u>	<u>\$5,591,972.00</u>	<u>60%</u>
<b>EXPENSE</b>						
501	Salaries	3,165,000.00	250,790.19	1,481,004.19	1,683,995.81	47%
502	Medicare	48,000.00	3,549.01	20,955.53	27,044.47	44%
503	Hospitalization	726,000.00	59,263.82	351,098.20	374,901.80	48%
504	OPERS	427,000.00	33,198.69	212,440.65	214,559.35	50%
505	Workers Compensation	130,000.00	.00	.00	130,000.00	0%
506	Unemployment	20,000.00	.00	.00	20,000.00	0%
507	STRS	16,000.00	1,082.18	6,901.92	9,098.08	43%
601	Contract Services	970,242.47	40,622.77	280,579.66	689,662.81	29%
701	Materials and Supplies	610,907.59	30,641.84	218,745.58	392,162.01	36%
801	Equipment	191,001.07	2,962.98	74,106.71	116,894.36	39%
901	Other	340,750.35	2,400.04	134,208.49	206,541.86	39%
902	Travel	105,303.00	3,259.63	21,670.78	83,632.22	21%
903	Advertising	34,100.73	.00	4,492.51	29,608.22	13%
601	Res Svc (2063) Contract Services	10,951,426.86	2,642,424.17	5,965,154.17	4,986,272.69	54%
601	Capital (4023) Contract Services	673,009.25	7,750.00	88,308.95	584,700.30	13%
901	Donation (2058) Other Expenses	18,437.26	1,192.15	3,907.94	14,529.32	21%
		<u>\$18,427,178.58</u>	<u>\$3,079,137.47</u>	<u>\$8,863,575.28</u>	<u>\$9,563,603.30</u>	<u>48%</u>
<b>INTERFUND TRANSFERS</b>						
499	Transfers In-2063	9,400,000.00	.00	5,500,000.00	3,900,000.00	59%
499	Transfers In-2096	600,000.00	.00	.00	600,000.00	0%
999	Transfers Out	10,000,000.00	.00	5,500,000.00	4,500,000.00	55%

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

September 21, 2022

**Resolution: 22-04(P)**

BE IT RESOLVED to confirm the following personnel actions:

<b>Appointments for July</b>	<b>Position</b>	<b>Department</b>	<b>Date</b>
Dianna Washlock	EI Specialist	EI/HMG	7/25/2022

<b>Separations for July</b>	<b>Position</b>	<b>Department</b>	<b>Date</b>
Gabrielle Ball	EI Specialist	EI/HMG	7/29/2022

<b>Changes for July</b>
No Changes

<b>Appointments for August</b>	<b>Position</b>	<b>Department</b>	<b>Date</b>
No Changes			

<b>Separations for August</b>	<b>Position</b>	<b>Department</b>	<b>Date</b>
Dianna Washlock	EI Specialist	EI/HMG	8/25/2022

<b>Changes for August</b>
No Changes

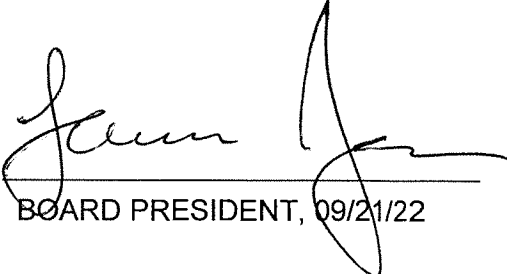
MOTION: *Ms. Janson*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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

  
 BOARD PRESIDENT, 09/21/22

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

September 21, 2022

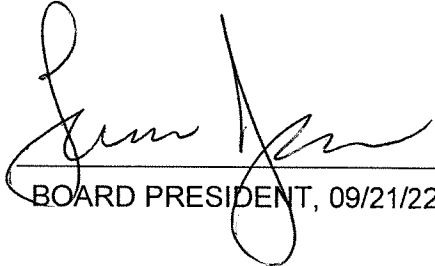
**Resolution: 22-05(D)**

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
Jackson Family	\$50.00	In memory of Ed Cordone for general use

MOTION: *Mr. Lair*  
 SECOND: *Ms. 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 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, 09/21/22

# Geauga County Board of DD Revenue and Expense Report

7/1/2022-7/31/2022

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	11,061,990.00	.00	6,164,121.22	4,897,868.78	56%
410	State Reimbursement-Real Estate	1,215,142.00	.00	591,356.47	623,785.53	49%
412	Federal Grants	540,000.00	73,451.15	635,519.60	(95,519.60)	118%
413	State Revenues	600,000.00	.00	403,769.41	196,230.59	67%
420	Fees	685,000.00	21,283.00	439,751.44	245,248.56	64%
450	Interest	5,000.00	376.72	521.34	4,478.66	10%
451	Donations	.00	705.85	22,582.54	(22,582.54)	--
452	Other Revenue	10,000.00	464.91	359,019.61	(349,019.61)	3590%
		<b>\$14,117,132.00</b>	<b>\$96,281.63</b>	<b>\$8,616,641.63</b>	<b>\$5,500,490.37</b>	<b>61%</b>

<b>EXPENSE</b>						
501	Salaries	3,284,000.00	373,661.40	1,854,665.59	1,429,334.41	56%
502	Medicare	50,000.00	5,331.58	26,287.11	23,712.89	53%
503	Hospitalization	730,000.00	60,138.82	411,237.02	318,762.98	56%
504	OPERS	444,000.00	33,245.36	245,686.01	198,313.99	55%
505	Workers Compensation	130,000.00	.00	.00	130,000.00	0%
506	Unemployment	20,000.00	.00	.00	20,000.00	0%
507	STRS	16,000.00	1,635.89	8,537.81	7,462.19	53%
601	Contract Services	944,125.47	58,235.37	338,815.03	605,310.44	36%
701	Materials and Supplies	526,275.05	20,976.76	239,722.34	286,552.71	46%
01	Equipment	184,858.31	28,629.73	102,736.44	82,121.87	56%
901	Other	312,540.45	687.00	134,895.49	177,644.96	43%
902	Travel	96,130.92	8,796.90	30,467.68	65,663.24	32%
903	Advertising	32,000.00	13,170.32	17,662.83	14,337.17	55%
601	Res Svc (2063) Contract Services	10,772,063.63	257,556.95	6,222,711.12	4,549,352.51	58%
601	Capital (4023) Contract Services	663,581.06	63,385.52	151,694.47	511,886.59	23%
901	Donation (2058) Other Expenses	36,233.40	142.08	4,050.02	32,183.38	11%
		<b>\$18,241,808.29</b>	<b>\$925,593.68</b>	<b>\$9,789,168.96</b>	<b>\$8,452,639.33</b>	<b>54%</b>

<b>INTERFUND TRANSFERS</b>						
499	Transfers In-2063	9,400,000.00	1,000,000.00	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	1,000,000.00	6,500,000.00	3,500,000.00	65%

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-86(A)**

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

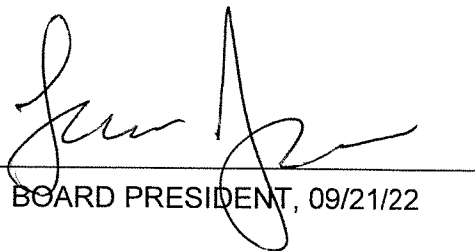
MOTION: Mrs. Janson

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, 09/21/22

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 22 - 13 (B) Financial Transactions      September, 2022

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated September 21st, 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	\$ 373,661.40
502 - Medicare	\$ 5,331.58
504 - PERS	\$ 33,245.36
505 - Workers Comp	\$ -
506 - Unemployment	\$ -
507 - STRS	\$ 1,635.89
	\$ 413,874.23

Pay Dates: 7/8,22,7/22/22

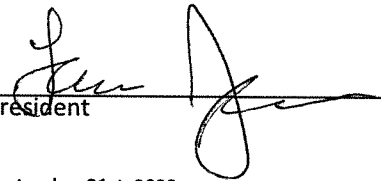
**Purchase Orders:**

Vendor	Fund	Amount	Description	PO Number
BANKS, KERRY A.	2063	\$ 5,000.00	Transportation	2022-00003061
DIMATTIA, JOSEPH	2063	\$ 5,000.00	Transportation	2022-00003062
GEAUGA COUNTY BLANKET ORDER	2058	\$ 20,000.00	Blanket	2022-00003100
LISA DIETSCH, PT, LLC	2063	\$ 5,000.00	Therapy Services	2022-00003063
THE CABINET CENTER	2027	\$ 8,325.00	Granite Countertop Installation	2022-00003112
		\$ 43,325.00		

Motion: *Mrs. Janson*  
 Second: *Ms. Lair*  
 Discussion?

**Roll Call Vote:**

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

  
 \_\_\_\_\_  
 President

BY OFFICIAL ACTION OF THE BOARD

September 21st, 2022

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 22 - 14 (B) Voucher Approval - September, 2022

BE IT RESOLVED to confirm the payment of Voucher Schedule **22 - 14 - O** with expenditures totaling **1,190,634.90**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 07/01/22	PERIOD 7/1/2022-7/31/2022	YTD		
503 Hospitalization	730,000.00	351,098.20	60,138.82	411,237.02	318,762.98	56%
601 Contract Services	944,125.47	280,579.66	58,235.37	338,815.03	605,310.44	36%
701 Materials and Supplies	526,275.05	218,745.58	20,976.76	239,722.34	286,552.71	46%
801 Equipment	184,858.31	74,106.71	28,629.73	102,736.44	82,121.87	56%
901 Other	312,540.45	134,208.49	687.00	134,895.49	177,644.96	43%
902 Travel	96,130.92	21,670.78	8,796.90	30,467.68	65,663.24	32%
903 Advertising	32,000.00	4,492.51	13,170.32	17,662.83	14,337.17	55%
999 Transfers Out	10,000,000.00	5,500,000.00	1,000,000.00	6,500,000.00	3,500,000.00	65%
<b>TOTAL</b>	<b>12,825,930.20</b>	<b>6,584,901.93</b>	<b>1,190,634.90</b>	<b>7,775,536.83</b>	<b>5,050,393.37</b>	<b>61%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 14 - D** with expenditures totaling **142.08**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 07/01/22	PERIOD 7/1/2022-7/31/2022	YTD		
901 Other Expenses	36,233.40	3,907.94	142.08	4,050.02	32,183.38	11%
<b>TOTAL</b>	<b>36,233.40</b>	<b>3,907.94</b>	<b>142.08</b>	<b>4,050.02</b>	<b>32,183.38</b>	<b>11%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 14 - R** with expenditures totaling **257,556.95**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 07/01/22	PERIOD 7/1/2022-7/31/2022	YTD		
601 Service Contracts	10,772,063.63	5,965,154.17	257,556.95	6,222,711.12	4,549,352.51	58%
<b>TOTAL</b>	<b>10,772,063.63</b>	<b>5,965,154.17</b>	<b>257,556.95</b>	<b>6,222,711.12</b>	<b>4,549,352.51</b>	<b>58%</b>

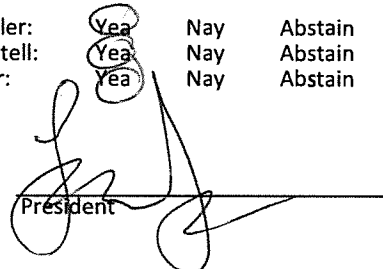
BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 14 - C** with expenditures totaling **63,385.52**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 07/01/22	PERIOD 7/1/2022-7/31/2022	YTD		
601 Service Contracts	663,581.06	88,308.95	63,385.52	151,694.47	511,886.59	23%
<b>TOTAL</b>	<b>663,581.06</b>	<b>88,308.95</b>	<b>63,385.52</b>	<b>151,694.47</b>	<b>511,886.59</b>	<b>23%</b>

Motion: *Mr. Lair*  
 Second: *Mrs. Keiper*  
 Discussion?

Roll Call Vote:

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

  
 \_\_\_\_\_  
 President

BY OFFICIAL ACTION OF THE BOARD September 21st, 2022



# Geauga County Board of DD Revenue and Expense Report

8/1/2022-8/31/2022

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	11,061,990.00	9,834.52	6,173,955.74	4,888,034.26	56%
410	State Reimbursement-Real Estate	1,215,142.00	.00	591,356.47	623,785.53	49%
412	Federal Grants	540,000.00	(66,250.65)	569,268.95	(29,268.95)	105%
413	State Revenues	600,000.00	243,955.16	647,724.57	(47,724.57)	108%
420	Fees	685,000.00	71,285.44	511,036.88	173,963.12	75%
450	Interest	5,000.00	.00	521.34	4,478.66	10%
451	Donations	.00	100.00	22,682.54	(22,682.54)	--
452	Other Revenue	10,000.00	9,811.45	368,831.06	(358,831.06)	3688%
457	Reimbursements	.00	1,335.84	1,335.84	(1,335.84)	'--
		<b>\$14,117,132.00</b>	<b>\$270,071.76</b>	<b>\$8,886,713.39</b>	<b>\$5,230,418.61</b>	<b>63%</b>

## EXPENSE

501	Salaries	3,284,000.00	250,012.44	2,104,678.03	1,179,321.97	64%
502	Medicare	50,000.00	3,538.69	29,825.80	20,174.20	60%
503	Hospitalization	730,000.00	58,942.54	470,179.56	259,820.44	64%
504	OPERS	444,000.00	33,165.62	278,851.63	165,148.37	63%
505	Workers Compensation	130,000.00	.00	.00	130,000.00	0%
506	Unemployment	20,000.00	.00	.00	20,000.00	0%
507	STRS	16,000.00	1,103.81	9,641.62	6,358.38	60%
601	Contract Services	944,125.47	41,219.75	380,034.78	564,090.69	40%
601	Materials and Supplies	526,275.05	33,593.59	273,315.93	252,959.12	52%
801	Equipment	184,858.31	6,464.87	109,201.31	75,657.00	59%
901	Other	312,540.45	12,731.14	147,626.63	164,913.82	47%
902	Travel	96,130.92	3,072.34	33,540.02	62,590.90	35%
903	Advertising	32,000.00	.00	17,662.83	14,337.17	55%
601	Res Svc (2063) Contract Services	10,772,063.63	420,366.56	6,643,077.68	4,128,985.95	62%
601	Capital (4023) Contract Services	663,581.06	.00	151,694.47	511,886.59	23%
901	Donation (2058) Other Expenses	36,233.40	12,137.99	16,188.01	20,045.39	45%
		<b>\$18,241,808.29</b>	<b>\$876,349.34</b>	<b>\$10,665,518.30</b>	<b>\$7,576,289.99</b>	<b>58%</b>

## 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

September 21, 2022

**Resolution: 22-87(A)**

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

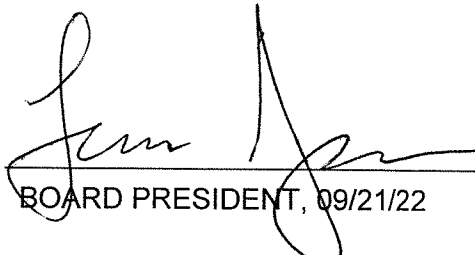
MOTION: Mrs. Janson

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 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, 09/21/22

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 22 - 15 (B) Financial Transactions      September, 2022

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated September 21st, 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	Pay Dates: 8/5/22,8/19/22
501 - Salaries	\$ 250,012.44	
502 - Medicare	\$ 3,538.69	
504 - PERS	\$ 33,165.62	
505 - Workers Comp	\$ -	
506 - Unemployment	\$ -	
507 - STRS	\$ 1,103.81	
	<u>\$ 287,820.56</u>	

**Purchase Orders:**

Vendor	Fund	Amount	Description	PO Number
AYERS WELL DRILLING	4023	\$ 17,392.88	Pumping System House D	2022-00003170
CHAMBERS, RICHARD	2063	\$ 5,000.00	Transportation	2022-00003274
ISOLVED INC (fka INFINSOURCE INC)	2027	\$ 3,030.00	Time and Attendance Solutions	2022-00003185
SCHOENWALD, DENISE	2063	\$ 3,000.00	Transportation	2022-00003164
SCHOENWALD, GARY	2063	\$ 3,000.00	Transportation	2022-00003165
SCHOENWALD, STEPHEN	2063	\$ 3,000.00	Transportation	2022-00003163
WASHLOCK, DIANA	2027	\$ 500.00	Travel Expenses, Other	2022-00003135
WEST ROOFING SYSTEMS INC	2027	\$ 1,050.00	Roof Maintenance Agreement	2022-00003172

\$ 35,972.88

Motion: *Mr. Miller*  
 Second: *Mrs. Keiper*  
 Discussion?

**Roll Call Vote:**

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

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

BY OFFICIAL ACTION OF THE BOARD

September 21st, 2022

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 22 - 16 (B) Voucher Approval - September, 2022

BE IT RESOLVED to confirm the payment of Voucher Schedule **22 - 16 - O** with expenditures totaling **156,024.23**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 08/01/22	PERIOD 8/1/2022-8/31/2022	YTD		
503 Hospitalization	730,000.00	411,237.02	58,942.54	470,179.56	259,820.44	64%
601 Contract Services	944,125.47	338,815.03	41,219.75	380,034.78	564,090.69	40%
701 Materials and Supplies	526,275.05	239,722.34	33,593.59	273,315.93	252,959.12	52%
801 Equipment	184,858.31	102,736.44	6,464.87	109,201.31	75,657.00	59%
901 Other	312,540.45	134,895.49	12,731.14	147,626.63	164,913.82	47%
902 Travel	96,130.92	30,467.68	3,072.34	33,540.02	62,590.90	35%
903 Advertising	32,000.00	17,662.83	-	17,662.83	14,337.17	55%
999 Transfers Out	10,000,000.00	6,500,000.00	-	6,500,000.00	3,500,000.00	65%
<b>TOTAL</b>	<b>12,825,930.20</b>	<b>7,775,536.83</b>	<b>156,024.23</b>	<b>7,931,561.06</b>	<b>4,894,369.14</b>	<b>62%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 16 - D** with expenditures totaling **12,137.99**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 08/01/22	PERIOD 8/1/2022-8/31/2022	YTD		
901 Other Expenses	36,233.40	4,050.02	12,137.99	16,188.01	20,045.39	45%
<b>TOTAL</b>	<b>36,233.40</b>	<b>4,050.02</b>	<b>12,137.99</b>	<b>16,188.01</b>	<b>20,045.39</b>	<b>45%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 16 - R** with expenditures totaling **420,366.56**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 08/01/22	PERIOD 8/1/2022-8/31/2022	YTD		
601 Service Contracts	10,772,063.63	6,222,711.12	420,366.56	6,643,077.68	4,128,985.95	62%
<b>TOTAL</b>	<b>10,772,063.63</b>	<b>6,222,711.12</b>	<b>420,366.56</b>	<b>6,643,077.68</b>	<b>4,128,985.95</b>	<b>62%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 16 - C** with expenditures totaling

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 08/01/22	PERIOD 8/1/2022-8/31/2022	YTD		
601 Service Contracts	663,581.06	151,694.47	-	151,694.47	511,886.59	23%
<b>TOTAL</b>	<b>663,581.06</b>	<b>151,694.47</b>	<b>-</b>	<b>151,694.47</b>	<b>511,886.59</b>	<b>23%</b>

Motion: *Mr. Lair*  
 Second: *Mrs. Janson*  
 Discussion?

Roll Call Vote:

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

*[Signature]*  
 President

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-88(A)**

BE IT RESOLVED to approve the 2023 Budget as discussed during the September 21<sup>st</sup>, 2022, Board meeting.

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

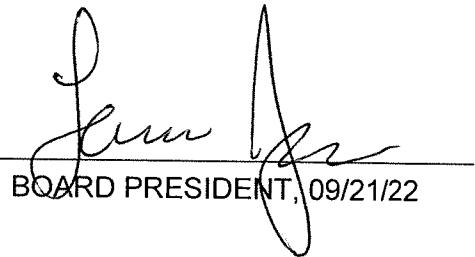
MOTION: *Mr. Lair*

SECOND: *Mr. Miller*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/>	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, 09/21/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-89(A)**

BE IT RESOLVED to approve the attached grant request from A Better Choice SLS, (ABC) in the amount of \$2,000. This is in support of ABC attending the Synergy Conference being held October 5<sup>th</sup>-7<sup>th</sup>.

BE IT FURTHER RESOLVED to approve the attached grant request from The Metzenbaum Foundation in the amount of \$50,000. This will fund the Family Home Based Services program.

BE IT FURTHER RESOLVED to approve the attached grant request from Metzenbaum Sheltered Industries (MSI), in the amount of \$66,120. This will help support rent utilities for building offices and transportation services

BE IT FURTHER RESOLVED to approve a project-specific grant with The Metzenbaum Foundation to purchase Giant Eagle gift cards to be distributed to Direct Support Professionals (DSP's). The total amount not to exceed \$50,000.

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

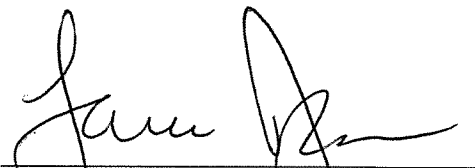
MOTION: *Mrs. Janson*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 09/21/22

**A BETTER CHOICE SLS INC.**

Phone: 440-479-2920 Fax: 440-564-7737  
13860 Ravenna Rd. Newbury, Ohio 44065

August 17, 2022

Mr. Donald Rice  
Geauga County Board of Developmental Disabilities

Per our email request and your subsequent reply, this letter serves as an official request for fund assistance for the 2022 Synergy Conference in Sandusky, Ohio being held October 5<sup>th</sup> - 7<sup>th</sup>.

ABC has attended for several years, most recently in 2021, and is making plans to attend this year as well. Last year's group included four individuals and 5 ABC staff members. It was so well received; we have put an even larger group together for 2022.

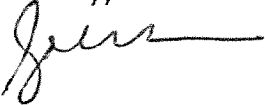
The 2022 group is comprised of 13 individuals and 13 staff members. ABC has reserved lodging at Kalahari for the entire group and has calculated the cost for that lodging and conference fees. Please refer to the chart below.

LODGING FOR THE CONFERENCE: 13 INDIVIDUALS	X	\$207.16 PER PERSON	=	\$2693.08
SYNERGY FEES - CONFERENCE: 13 INDIVIDUALS	X	\$175.00 PER PERSON	=	\$2275.00
LODGING FOR THE CONFERENCE: 13 STAFF	X	\$207.16 PER PERSON	=	\$2693.08
SYNERGY FEES - CONFERENCE: 13 STAFF	X	\$175.00 PER PERSON	=	<u>\$2275.00</u>
				TOTAL COST = \$9936.16

The lodging cost is actually higher than stated as additional management staff is going. However, that cost is being covered by ABC and lowers the overall cost for the individuals. Also, A Better Choice is handling much of the food needs which are NOT included in the lodging costs.

Any assistance for individual's portion and/or staff would be greatly appreciated. Questions concerning this request may be directed to me with the contact information below.

Sincerely,



Gary Johnson  
Manager - Human Resources  
A Better Choice SLS, Inc.  
[Gjohnson.abc@gmail.com](mailto:Gjohnson.abc@gmail.com)  
440/376-9827

## Grant Agreement

This grant agreement is initiated on the 21st day of September, 2022, between the **Geauga County Board of Developmental Disabilities** (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and **A Better Choice SLS, Inc.** (grantee) of 13860 Ravenna Road, Newbury, OH 44065, 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 grant award not to exceed \$2,000. The grant period will run from October 1<sup>st</sup> through November 30<sup>th</sup>, 2022. Funds will be dispersed upon execution of this grant agreement.

Funds from this award will be used by grantee to cover lodging and registration expenses for staff and Individuals who attend the 2022 Synergy Conference in Sandusky, Ohio being held October 5<sup>th</sup>-7<sup>th</sup>.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record to GCBDD by November 30<sup>th</sup>, 2022. Funds not expended shall be returned to GCBDD upon completion of the grant period.



**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeana Kaufman  
A Better Choice SLS. Inc.

\_\_\_\_\_  
Date

Approved to Form

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

\_\_\_\_\_  
Date

As the Elected Official, Department Head, Board, or Commission of Geauga County Board of DD,  
(Office/Department/Etc.)

I hereby certify to the Geauga County Auditor's Office that the estimated total amount to become due in  
the fiscal year 2022 upon such per unit basis contract(s) with The Metzenbaum Foundation  
(Vendor)  
to be \$ 620,000.00 for G/L # 2063-056-00-601  
(Amount)

\$ 570,000.00 was previously certified this year on 1/7/2022,  
(Amount previously certified) (Date)

an additional certification for \$ 50,000.00 is needed.  
(Amount)

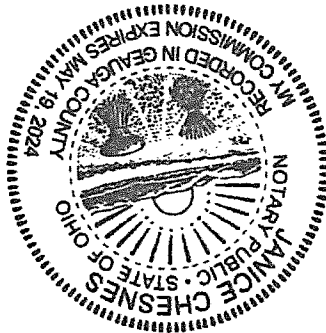
If multiple contracts are involved in this certification, I have listed them separately below or attached a listing. This listing needs to contain the General Ledger Account for which each contract is to be certified. Should actual activity approach this certified estimate, a revised estimate shall be submitted and certified prior to expending an amount exceeding this amount.

Print Name: David Carlson  
Signature: [Signature]  
Date: 9/15/22

Notarized:

SWORN TO BEFORE ME, and subscribed in my presence on the 15<sup>th</sup> day of September, 2022.

[Signature]  
(Notary Public)



Auditor's Certification:

2022  
**AUDITOR'S CERTIFICATION OF FUNDS**

Ohio Revised Code Section 5705.41

Geauga County, Chardon, Ohio, on this 16 day of September, 2022,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 50,000.00  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 397,828.97 is at this time unencumbered in  
the account 2063-056-00-601. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

\* Per Absolut Received September 15, 2022

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

**ADDENDUM #1 to  
AGREEMENT WITH  
The Metzenbaum Foundation  
7050 Deepwood Dr.  
Chagrin Falls, Oh 44022**

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

The previous contract agreement for \$570,000.00 will be increased by \$50,000.00. In total, this contract is not to exceed \$620,000.00

The additional funds are to be used for additional Family Home Based Services.

Funds in the amount of the increased contract will be distributed upon execution of this agreement.

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

2022

**AUDITOR'S CERTIFICATION OF FUNDS**

*Ohio Revised Code Section 5705.41*

Geauga County, Chardon, Ohio, on this 16 day of September, 2022,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 50,000.00  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 387,826.92 is at this time unencumbered in  
the account 2023-0510-00-401. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

\* Per Approval Received September 15, 2022

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative  
The Metzenbaum Foundation

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

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

\_\_\_\_\_  
Date

**Approved to Form:**

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

\_\_\_\_\_  
Date



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: **The Metzenbaum Foundation**  
Date: **9/16/2022 8:07:30 AM**

This search produced the following list of **14** possible matches:

Name/Organization	Address
Church of The Lion of Judah	4001 Foskett Road
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Northern Ohio Rural Water Board Members	
Praither, Randall	3626 Carroll Eastern Road
Southern Ohio Academy	522 Glenwood Ave
Strawther, Emma Jean	3200 Orangeburg Court
The Capella High School	4721 Reading Road
The Harte School	350 Columbus City Center Drive
The Haynes Group, Inc.	3897 E. 155th St.
The Haynes Group, Inc.	3897 E. 155th Street
The International Preparatory School	1301 East 9th Street, Suite 1900
The Perry Foundation	579 Valley Oak
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Village of Bethel Mayor's Court	

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.

**Kloski, Tina**

---

**From:** Rean Davis <rdavis@geaugadd.org>  
**Sent:** Wednesday, September 14, 2022 3:14 PM  
**To:** Vendors  
**Subject:** The Metzenbaum Foundation- Addendum #1 2022.pdf  
**Attachments:** The Metzenbaum Foundation- Addendum #1 2022.pdf

**This email contains an attached file!**

This email has attached file(s). These files can contain a virus. Use caution when opening this file, or do not open this file at all if you did not expect to receive it.

- Helpdesk

---

Please certify in GL 2063-056-00-601. This contract is not required for bid per ORC Section 307.86.

Thanks,

Rean Davis  
Fiscal Coordinator  
440.729.9406 x1120



*The information listed in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email or fax and destroy all copies of the transmittal. Thank You.*

## Grant Agreement

This grant agreement is initiated on this 21st of September, 2022, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and Metzenbaum Sheltered Industries (grantee) of 10772 Kinsman Rd., Newbury, OH 44065, a not for profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a grant award not to exceed \$66,120. The grant period will run from September 1, 2022, through September 30, 2023, and the award will be made in a single payment upon the execution of this agreement.

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

Location:	Address:	Annual Rent:	Annual Utilities:	Annual Total:
Transportation Garage	11993 Ravenna Road Chardon, Oh 44024	\$19,200	\$3,120	\$22,320
Day Program/ Corporate Offices	10772 Kinsman Rd Newbury, Oh 44065	\$36,000	\$7,800	\$43,800
			Total Grant Award	\$66,120

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

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved to Form

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

\_\_\_\_\_  
Date



## Grant Agreement

This grant agreement is initiated on this 21<sup>st</sup> of September, 2022, between the **Geauga County Board of Developmental Disabilities** (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and **The Metzenbaum Foundation** (grantee) of 7050 Deepwood Dr., Chagrin Falls, OH 44022, a not for profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a project-specific grant not to exceed \$50,000. The grant period will run from September 21st, 2022 through November 30th, 2022, and the award will be made in a single payment upon the execution of this agreement.

The purpose of this award is to fund the purchase of 500 gift cards from Giant Eagle, each valued at \$100, for a total cost of \$50,000. Gift cards will be purchased by grantee and will coordinate with GCBDD for distribution to Direct Support Professionals providing services to GCBDD clients as a means of appreciation.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record to GCBDD upon the completion of the grant period, or upon request.

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

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Dennis Schmidt, President  
The Metzenbaum Foundation

\_\_\_\_\_  
Date

Approved to Form

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

\_\_\_\_\_  
Date

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-90(A)**

BE IT RESOLVED to approve the attached locally funded services agreements for transportation with:

- Chinae Edmonds, in an amount not to exceed \$5,000
- Danna Drayer, in an amount not to exceed \$2,000
- Denise Schoenwald, in an amount not to exceed \$3,000
- Garry Schoenwald, in an amount not to exceed \$3,000
- Geauga County Transit, in an amount not to exceed \$52,000
- Richard Chambers, in an amount not to exceed \$5,000
- Stephen Schoenwald, in an amount not to exceed \$3,000
- William Koehl, in an amount not to exceed \$2,000

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

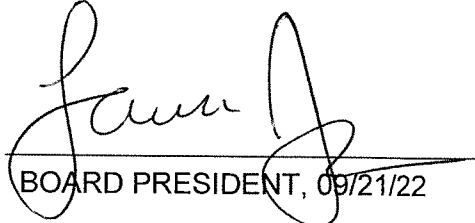
MOTION: Mrs. Keiper

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 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, 09/21/22

## LOCALLY FUNDED SERVICES AGREEMENT

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

### 1.) TERM

This Agreement shall be effective 9/19/2022 through 12/31/2022 .  
This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$5,000.00 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**

Chinae Edmonds  
13821 Caine Ave  
Cleveland Oh 44105  
ATTN: Chinae Edmonds

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

\_\_\_\_\_  
Chinae Edmonds  
Chinae Edmonds  
Approved to Form

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 19th day of September, 2022, by and between Chinae Edmonds (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: **Chinae Edmonds**  
**13821 Caine Ave**  
**Cleveland Oh 44105**  
**Chinae Edmonds**

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

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

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## LOCALLY FUNDED SERVICES AGREEMENT

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

### 1.) TERM

This Agreement shall be effective 8/29/2022 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**

Dana Draver  
12966 Chillicothe Rd  
Chesterland Oh 44026  
ATTN: Dana Draver

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

2022

**AUDITOR'S CERTIFICATION OF FUNDS**

*Ohio Revised Code Section 5705.41*

Geauga County, Chardon, Ohio, on this 30 day of August, 2022,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 2,000.00  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 395,828.92 is at this time unencumbered in  
the account 2023 050 00 1001. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

SIGNATURES:

[Signature]

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

09 / 01 / 2022

Date

[Signature]

Dana Drayer  
Dana Drayer  
Approved to Form

09 / 01 / 2022

Date

[Signature]

Sheila Salem, Assistant Prosecuting Attorney

08 / 30 / 2022

Date

**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 29th day of August, 2022, by and between Dana Drayer (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: **Dana Draver**  
**12966 Chillicothe Rd**  
**Chesterland Oh 44026**  
**Dana Draver**

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

09 / 01 / 2022

\_\_\_\_\_  
Date

Contractor:



\_\_\_\_\_  
Signature  
Dana Drayer

09 / 01 / 2022

\_\_\_\_\_  
Date

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

OHIO AUDITOR OF STATE  
KEITH FABER

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: **Drayer, Dana**

Organization:

Date: **8/30/2022 9:11:07 AM**

This search produced the following list of **13** possible matches:

Name/Organization	Address
Mynatt, Dana	
Burns, Daniel	9709 Sheffield Road
Carter, Dante K	8377 Mayfair
Faust, Daniel	27350 Tiller Drive
Faust, Daniel	27350 Tiller Drive
Industrial Hydraulics, Mr. Ron Baisden	108 S. 2nd St.
Lumpkin, Danielle	5609 Harleston Drive
Manbeck, Danielle	412 North Main Street
Mosti, Danny	
Mpagi, Dan	6035 Orchard Hills Lane
Mpagi, Dan	6035 Orchard Hills Lane
Thomas, Daniel	
Turner, Danielle A	3607 Cleveland Avenue, Apartment A7

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.



**Kloski, Tina**

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**From:** Rean Davis <rdavis@geaugadd.org>  
**Sent:** Tuesday, August 30, 2022 9:21 AM  
**To:** Vendors  
**Subject:** Dana Drayer LFSA Certification  
**Attachments:** Dana Drayer LFSA.pdf

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**This email contains an attached file!**

This email has attached file(s). These files can contain a virus. Use caution when opening this file, or do not open this file at all if you did not expect to receive it.

- Helpdesk

---

Good morning,

Can you please certify in 2063-056-00-601?

Thanks,

**Rean Davis**  
Fiscal Coordinator  
440.729.9406 x1120



*The information listed in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email or fax and destroy all copies of the transmittal. Thank You.*

<b>TITLE</b>	Dana Drayer-2022 Contract
<b>FILE NAME</b>	Dana Drayer LFSA - 08302022.pdf
<b>DOCUMENT ID</b>	346ab312292d9e86f3ee20cad5f577c5dd2d0ae6
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History



SENT

**08 / 30 / 2022**

09:50:23 UTC-4

Sent for signature to Sheila Salem (ssalem@co.geauga.oh.us), Dana Drayer (ddmassotherapy@gmail.com) and Donald Rice (drice@geaugadd.org) from rdavis@geaugadd.org  
IP: 65.182.127.38



VIEWED

**08 / 30 / 2022**

16:41:26 UTC-4

Viewed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



SIGNED

**08 / 30 / 2022**

16:42:03 UTC-4

Signed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



VIEWED

**09 / 01 / 2022**

07:49:55 UTC-4

Viewed by Dana Drayer (ddmassotherapy@gmail.com)  
IP: 65.25.59.18



SIGNED

**09 / 01 / 2022**

11:32:26 UTC-4

Signed by Dana Drayer (ddmassotherapy@gmail.com)  
IP: 65.25.59.18

<b>TITLE</b>	Dana Drayer-2022 Contract
<b>FILE NAME</b>	Dana Drayer LFSA - 08302022.pdf
<b>DOCUMENT ID</b>	346ab312292d9e86f3ee20cad5f577c5dd2d0ae6
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	☉ Signed

Document History



**09 / 01 / 2022**  
11:42:07 UTC-4

Viewed by Donald Rice (drice@geaugadd.org)  
IP: 172.58.235.98



**09 / 01 / 2022**  
11:42:17 UTC-4

Signed by Donald Rice (drice@geaugadd.org)  
IP: 172.58.235.98



**09 / 01 / 2022**  
11:42:17 UTC-4

The document has been completed.

## LOCALLY FUNDED SERVICES AGREEMENT

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

### 1.) TERM

This Agreement shall be effective 8/8/2022 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 \$3,000.00 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**

Denise Schoenwald  
8635 Williams Rd  
Chardon Oh 44024  
ATTN: Denise Schoenwald

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

**AUDITOR'S CERTIFICATION OF FUNDS**

*Ohio Revised Code Section 5705.41*

Geauga County, Chardon, Ohio, on this 8 day of August, 2022,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$3000  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$490549.17 is at this time unencumbered in  
the account 2023-056-00-601. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR -  
By *Richard Greib*, Deputy Auditor.

SIGNATURES:

*Donald L. Rice II* 08 / 11 / 2022  
Donald L. Rice, II, Superintendent Date  
Geauga County Board of Developmental Disabilities

*Denise Schoenwald* 08 / 11 / 2022  
Denise Schoenwald Date  
Approved to Form

*Sheila Salem* 08 / 11 / 2022  
Sheila Salem, Assistant Prosecuting Attorney Date



**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 8th day of August, 2022, by and between Denise Schoenwald (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: **Denise Schoenwald**  
**8635 Williams Rd**  
**Chardon Oh 44024**  
**Denise Schoenwald**

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

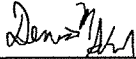


\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

08 / 11 / 2022

\_\_\_\_\_  
Date

Contractor:



\_\_\_\_\_  
Signature

08 / 11 / 2022

\_\_\_\_\_  
Date

Denise Schoenwald

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

<b>TITLE</b>	Denise Schoenwald-2022 Contract
<b>FILE NAME</b>	Denise Schoenwald.pdf
<b>DOCUMENT ID</b>	616dea74f888e17cf80b38bd2d349af3304b0d64
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History



SENT

**08 / 11 / 2022**  
08:33:43 UTC-4

Sent for signature to Sheila Salem (ssalem@co.geauga.oh.us), Denise Schoenwald (denise.schoenwald@gmail.com) and Donald Rice (drice@geaugadd.org) from rdavis@geaugadd.org  
IP: 65.182.127.38



VIEWED

**08 / 11 / 2022**  
09:40:34 UTC-4

Viewed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



SIGNED

**08 / 11 / 2022**  
09:41:14 UTC-4

Signed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



VIEWED

**08 / 11 / 2022**  
12:47:59 UTC-4

Viewed by Denise Schoenwald (denise.schoenwald@gmail.com)  
IP: 73.154.247.76



SIGNED

**08 / 11 / 2022**  
12:57:19 UTC-4

Signed by Denise Schoenwald (denise.schoenwald@gmail.com)  
IP: 73.154.247.76

<b>TITLE</b>	Denise Schoenwald-2022 Contract
<b>FILE NAME</b>	Denise Schoenwald.pdf
<b>DOCUMENT ID</b>	616dea74f888e17cf80b38bd2d349af3304b0d64
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

### Document History



**08 / 11 / 2022**  
12:59:19 UTC-4

Viewed by Donald Rice (drice@geaugadd.org)  
IP: 65.182.127.38



**08 / 11 / 2022**  
12:59:38 UTC-4

Signed by Donald Rice (drice@geaugadd.org)  
IP: 65.182.127.38



**08 / 11 / 2022**  
12:59:38 UTC-4

The document has been completed.

## LOCALLY FUNDED SERVICES AGREEMENT

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

### 1.) TERM

This Agreement shall be effective 8/2/2022 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 \$3,000.00 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**

Gary Schoenwald  
8635 Williams Rd  
Chardon Oh 44024  
ATTN: Gary Schoenwald

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

2022

**AUDITOR'S CERTIFICATION OF FUNDS**

Ohio Revised Code Section 5705.41

Geauga County, Chardon, Ohio, on this 2 day of August, 2022,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 3,000.00  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 490,549.17 is at this time unencumbered in  
the account 2023-0570-00-601. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

SIGNATURES:

[Signature]

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

08 / 03 / 2022

Date

[Signature]

Gary Schoenwald  
Gary Schoenwald

Approved to Form

08 / 03 / 2022

Date

[Signature]

Sheila Salem, Assistant Prosecuting Attorney

08 / 03 / 2022

Date

**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 2nd day of August, 2022, by and between Gary Schoenwald (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: **Gary Schoenwald**  
**8635 Williams Rd**  
**Chardon Oh 44024**  
**Gary Schoenwald**



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

08 / 03 / 2022

\_\_\_\_\_  
Date

Contractor:



\_\_\_\_\_  
Signature  
Gary Schoenwald

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

08 / 03 / 2022

\_\_\_\_\_  
Date

<b>TITLE</b>	Gary Schowenwald-2022 Contract
<b>FILE NAME</b>	Gary Schoenwald Contract.pdf
<b>DOCUMENT ID</b>	320544257fff4aaa10b9b0a8a4dc8e2c705d6aaa
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	✱ Signed

## Document History



SENT

**08 / 03 / 2022**  
07:40:35 UTC-4

Sent for signature to Sheila Salem (ssalem@co.geauga.oh.us), Donald Rice (drice@geaugadd.org) and Gary Schoenwald (gdschoenwald@gmail.com) from rdavis@geaugadd.org  
IP: 65.182.127.38



VIEWED

**08 / 03 / 2022**  
10:32:04 UTC-4

Viewed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



SIGNED

**08 / 03 / 2022**  
10:32:26 UTC-4

Signed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



VIEWED

**08 / 03 / 2022**  
10:36:04 UTC-4

Viewed by Donald Rice (drice@geaugadd.org)  
IP: 65.182.127.38



SIGNED

**08 / 03 / 2022**  
10:36:14 UTC-4

Signed by Donald Rice (drice@geaugadd.org)  
IP: 65.182.127.38

<b>TITLE</b>	Gary Schowenwald-2022 Contract
<b>FILE NAME</b>	Gary Schoenwald Contract.pdf
<b>DOCUMENT ID</b>	320544257fff4aaa10b9b0a8a4dc8e2c705d6aaa
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	☉ Signed

## Document History



**08 / 03 / 2022**  
19:25:30 UTC-4

Viewed by Gary Schoenwald (gdschoenwald@gmail.com)  
IP: 98.17.45.151



**08 / 03 / 2022**  
20:35:46 UTC-4

Signed by Gary Schoenwald (gdschoenwald@gmail.com)  
IP: 98.17.45.151



**08 / 03 / 2022**  
20:35:46 UTC-4

The document has been completed.



# GEAUGA COUNTY BOARD OF COMMISSIONERS

James W. Dvorak Timothy C. Lennon Ralph Spidalieri

---

470 Center Street • Building 4 • Chardon, Ohio 44024-1071

*March 1, 2022*

*JoAnna Santilli, Director  
Gauga County Transit  
12555 Merritt Road  
Chardon, Ohio 44024*

*Dear Ms. Santilli:*

*Please be advised that during session on March 1, 2022 the Board of County Commissioners took the following action:*

*Motion: by Commissioner Spidalieri, seconded by Commissioner Lennon to approve and authorize the President of the Board to execute the Locally Funded Services Agreement and Business Associate Agreement Contract Addendum between Gauga County Transit, Gauga County Board of Commissioners and the Gauga County Board of Developmental Disabilities for transportation services for the period January 1, 2022 through December 31, 2022.*

<i>Roll Call Vote:</i>	<i>Commissioner Spidalieri</i>	<i>Aye</i>
	<i>Commissioner Lennon</i>	<i>Aye</i>
	<i>Commissioner Dvorak</i>	<i>Aye</i>

*Very truly yours,*

  
*Christine Blair*  
*Commissioners' Clerk*

 **E-MAILED**  
1/13/22-GCT

## LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between Geauga County Transit and the Geauga County Board of Commissioners (Collectively referred to as Provider), and the Geauga County Board of Developmental Disabilities (Board).

### 1.) TERM

This Agreement shall be effective January 1, 2022 through December 31, 2022.

### 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 \$52,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

### 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**

The Provider shall keep accurate, current and complete records for each individual in accordance with applicable requirements found in ORC 5123-9, including but not limited to, type of service, date of service, place of service, scope of service, name of individual receiving service, name of provider and description of service. Such documentation shall be maintained in accordance with applicable requirements and shall be maintained for seven (7) years after payment for services has been received.

**8.) INSURANCE**

Provider shall include automobile and general 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.

## **9.) 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.

## **10.) 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.

## **11.) 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.

## **12.) ASSIGNMENT**

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

## **13.) CONTACT INFORMATION**

Geauga County Transit  
12555 Merritt Rd.  
Chardon, Oh 44024  
ATTN: Department Director

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

2022

**AUDITOR'S CERTIFICATION OF FUNDS**

*Ohio Revised Code Section 5705.41*

Geauga County, Chardon, Ohio, on this 7 day of January, 2022,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 52,000.00  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 5,567,100.00 is at this time unencumbered in  
the account 03.056.00.101. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

SIGNATURES:

[Signature]

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

1/14/22  
Date

[Signature]

Provider's Representative  
Geauga County Transit

2/23/22  
Date

[Signature]

Geauga County Board of Commissioners

3-1-22  
Date

Approved to Form

[Signature]

Sheila Salem, Assistant Prosecuting Attorney

1/24/22  
Date



**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 1st day of January, 2022, by and between Geauga County Transit and the Geauga County Board of Commissioners (collectively 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

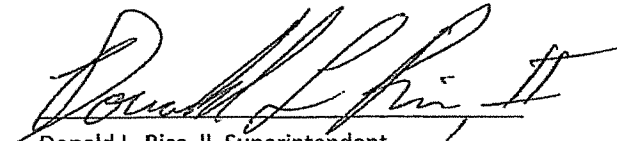
evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable requirements to such information for as long as it is maintained. Termination of this Agreement shall not affect any of 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:    *Geauga County Transit*  
   *12555 Merritt Rd.*  
   *Chardon, Oh 44024*  
   *Attn: Department Director*

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

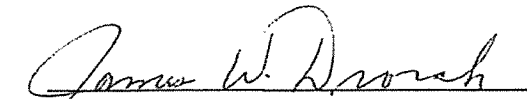
1/13/22  
Date

Contractor:

  
Signature  
Geauga County Transit

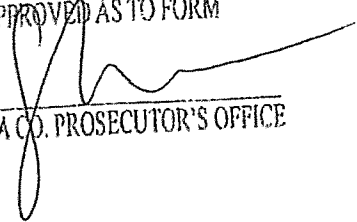
2/23/22  
Date

Johna Santilli  
Print name

  
Signature  
Geauga County Board of Commissioners

3-1-22  
Date

James W. Drane  
Print name

APPROVED AS TO FORM  
  
GEAUGA CO. PROSECUTOR'S OFFICE

## LOCALLY FUNDED SERVICES AGREEMENT

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

### 1.) TERM

This Agreement shall be effective **8/19/2022** through **12/31/2022**.  
This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The invoice shall be in a format as determined by the Board. Payments shall not exceed **\$5,000.00** 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**

Richard Chambers  
14034 Goodwin St  
Burton Oh 44021  
ATTN: Richard Chambers

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

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

2022  
**AUDITOR'S CERTIFICATION OF FUNDS**

*Ohio Revised Code Section 5705.41*

Geauga County, Chardon, Ohio, on this 22 day of August, 2022,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 5,000.00  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 481,122.44 is at this time unencumbered in  
the account 2023 051e-00-601. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

**SIGNATURES:**

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

08 / 31 / 2022  
Date

Richard Chambers  
Richard Chambers  
Richard Chambers  
Approved to Form

08 / 31 / 2022  
Date

[Signature]  
Sheila Salem, Assistant Prosecuting Attorney

08 / 31 / 2022  
Date

**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 19th day of August, 2022, by and between Richard Chambers (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

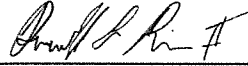
evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable requirements to such information for as long as it is maintained. Termination of this Agreement shall not affect any of 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:    **Richard Chambers**  
   **14034 Goodwin St**  
   **Burton Oh 44021**  
   **Richard Chambers**

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

08 / 31 / 2022

Date

Contractor:



\_\_\_\_\_  
Signature

08 / 31 / 2022

Date

Richard Chambers  
Print name

<b>TITLE</b>	Richard Chambers-Contract
<b>FILE NAME</b>	Richard Chambers1.pdf
<b>DOCUMENT ID</b>	2e268762fea6fd5e6aece0df2f942a5e523f8599
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History



SENT

**08 / 22 / 2022**

14:49:00 UTC-4

Sent for signature to Sheila Salem (ssalem@co.geauga.oh.us), Richard Chambers (rickchambers@me.com) and Donald Rice (drice@geaugadd.org) from rdavis@geaugadd.org  
IP: 65.182.127.38



VIEWED

**08 / 31 / 2022**

15:29:26 UTC-4

Viewed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



SIGNED

**08 / 31 / 2022**

15:30:19 UTC-4

Signed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



VIEWED

**08 / 31 / 2022**

17:09:10 UTC-4

Viewed by Richard Chambers (rickchambers@me.com)  
IP: 184.59.134.44



SIGNED

**08 / 31 / 2022**

17:10:30 UTC-4

Signed by Richard Chambers (rickchambers@me.com)  
IP: 184.59.134.44



<b>TITLE</b>	Richard Chambers-Contract
<b>FILE NAME</b>	Richard Chambers1.pdf
<b>DOCUMENT ID</b>	2e268762fea6fd5e6aece0df2f942a5e523f8599
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

Document History



**08 / 31 / 2022**  
18:16:22 UTC-4

Viewed by Donald Rice (drice@geaugadd.org)  
IP: 98.17.46.163



**08 / 31 / 2022**  
18:16:50 UTC-4

Signed by Donald Rice (drice@geaugadd.org)  
IP: 98.17.46.163



**08 / 31 / 2022**  
18:16:50 UTC-4

The document has been completed.

## LOCALLY FUNDED SERVICES AGREEMENT

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

### 1.) TERM

This Agreement shall be effective 8/8/2022 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 \$3,000.00 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**

Stephen Schoenwald  
8635 Williams Rd  
Chardon Oh 44024  
ATTN: Stephen Schoenwald

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

**AUDITOR'S CERTIFICATION OF FUNDS**


*Ohio Revised Code Section 5705.41*

Geauga County, Chardon, Ohio, on this 8 day of August, 2022,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 3000  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 490549.17 is at this time unencumbered in  
the account 2063-056-00-601. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By Evelyn Gault, Deputy Auditor.


**SIGNATURES:**



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

08 / 15 / 2022

Date



Stephen Schoenwald  
Stephen Schoenwald

08 / 15 / 2022

Date

Approved to Form



Sheila Salem, Assistant Prosecuting Attorney

08 / 11 / 2022

Date

**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 8th day of August, 2022, by and between Stephen Schoenwald (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:

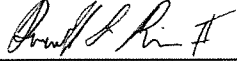
To the DD Board:

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

To the Business Associate:

**Stephen Schoenwald**  
**8635 Williams Rd**  
**Chardon Oh 44024**  
**Stephen Schoenwald**

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

08 / 15 / 2022

Date

Contractor:



\_\_\_\_\_  
Signature

08 / 15 / 2022

Date

Stephen Schoenwald

Print name

<b>TITLE</b>	Stephen Schoenwald-2022 Contract
<b>FILE NAME</b>	Stephen Schoenwald.pdf
<b>DOCUMENT ID</b>	58e768c2054e21d4121135596789eb37d951e9ff
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History



SENT

**08 / 11 / 2022**

08:29:41 UTC-4

Sent for signature to Sheila Salem (ssalem@co.geauga.oh.us), Stephen Schoenwald (sjschoonyjunk@gmail.com) and Donald Rice (drice@geaugadd.org) from rdavis@geaugadd.org  
IP: 65.182.127.38



VIEWED

**08 / 11 / 2022**

09:41:38 UTC-4

Viewed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



SIGNED

**08 / 11 / 2022**

09:42:12 UTC-4

Signed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



VIEWED

**08 / 15 / 2022**

10:08:20 UTC-4

Viewed by Stephen Schoenwald (sjschoonyjunk@gmail.com)  
IP: 107.77.224.203



SIGNED




**08 / 15 / 2022**

10:09:07 UTC-4

Signed by Stephen Schoenwald (sjschoonyjunk@gmail.com)  
IP: 107.77.224.203

<b>TITLE</b>	Stephen Schoenwald-2022 Contract
<b>FILE NAME</b>	Stephen Schoenwald.pdf
<b>DOCUMENT ID</b>	58e768c2054e21d4121135596789eb37d951e9ff
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History

 VIEWED	<b>08 / 15 / 2022</b> 10:09:32 UTC-4	Viewed by Donald Rice (drice@geaugadd.org) IP: 65.182.127.38
 SIGNED	<b>08 / 15 / 2022</b> 10:09:55 UTC-4	Signed by Donald Rice (drice@geaugadd.org) IP: 65.182.127.38
 COMPLETED	<b>08 / 15 / 2022</b> 10:09:55 UTC-4	The document has been completed.

## LOCALLY FUNDED SERVICES AGREEMENT

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

### 1.) TERM

This Agreement shall be effective **8/30/2022** 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**

William Koehl  
130 Tilden Ave  
Chardon Oh 44024  
ATTN: William Koehl

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

2022  
AUDITOR'S CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41

Geauga County, Chardon, Ohio, on this 1 day of September, 2022,  
I HEREBY CERTIFY that the money required to meet the foregoing  
agreement, contract, or obligation in the sum of \$ 2,000.00  
has been lawfully appropriated, authorized, or directed for such purpose  
in that the amount of \$ 396,826.92 is at this time unencumbered in  
the account 2063-0560-00-1001. This money is in the Treasury or  
in the process of collection to the credit of said fund and free from any  
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

SIGNATURES:

[Signature]

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

09 / 08 / 2022

Date

William Koehl

William Koehl  
William Koehl

Approved to Form

09 / 08 / 2022

Date

[Signature]

Sheila Salem, Assistant Prosecuting Attorney

09 / 08 / 2022

Date

**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 30th day of August, 2022, by and between William Koehl (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

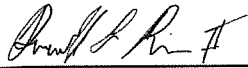
evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable requirements to such information for as long as it is maintained. Termination of this Agreement shall not affect any of 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: **William Koehl**  
**130 Tilden Ave**  
**Chardon Oh 44024**  
**William Koehl**

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

09 / 08 / 2022

Date

Contractor:



\_\_\_\_\_  
Signature  
William Koehl

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

09 / 08 / 2022

Date

OHIO AUDITOR OF STATE  
KEITH FABER

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: **Koehl, William**

Organization:

Date: **8/31/2022 9:58:07 AM**

This search produced the following list of **23** possible matches:

Name/Organization	Address
(Shaw) Nehls, William	4210 State Road
Bauer, William	P.O. Box 961
Bauer, William	PO Box 961
Click, William	
Creswell, William	7415 Co. Rd. 30
Dempsey, William	P.O. Box 247
DiCianni, William	5200 Maplecrest
Dunlap, William	86 South Main Street
Elliot, William	120 N. Main St.
Elliott, William	120 N. Main St.
Glass, William	
Johnson , William A	5337 Tompkins Ave Apt 1
McManis, William	193 Turner Ave.
Nixon, William	1 Main Street
Peterson, William	3302 E. Haney Road
Priore, William	8248 State Route 135
George, Willie	
Kasko, Estate of William	224 32nd Street
Kasko, Estate of William	224 332nd Street
Maldonado, Wilfredo	4123 E. 76th St.
Reed, Jr., Willie	
Willard, Wilson	
Willard III, Wilson	



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.

**Kloski, Tina**

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**From:** Rean Davis <rdavis@geaugadd.org>  
**Sent:** Wednesday, August 31, 2022 10:00 AM  
**To:** Vendors  
**Subject:** Certification-William Koehl LFSA.pdf  
**Attachments:** William Koehl LFSA.pdf

**Categories:** CONTRACT CERTIFCATIONS

**This email contains an attached file!**

This email has attached file(s). These files can contain a virus. Use caution when opening this file, or do not open this file at all if you did not expect to receive it.

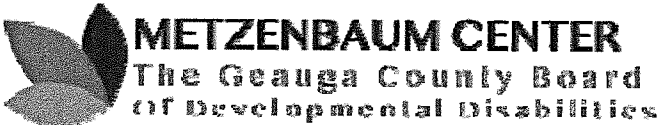
- Helpdesk

Hi there,

Can you please certify the attached contract in 2063-056-00-601?

Thanks,

**Rean Davis**  
Fiscal Coordinator  
440.729.9406 x1120



*The information listed in this transmittal (including attachments, if any) is privileged and/or confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email or fax and destroy all copies of the transmittal. Thank You.*

<b>TITLE</b>	William Koehl-Contract
<b>FILE NAME</b>	William Koehl - 09012022.pdf
<b>DOCUMENT ID</b>	92d27f23de4c61ee1e44ea5db59aad48e3796359
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History



SENT

**09 / 01 / 2022**  
08:49:17 UTC-4

Sent for signature to Sheila Salem (ssalem@co.geauga.oh.us), Donald Rice (drice@geaugadd.org) and William Koehl (willjkoehl@gmail.com) from rdavis@geaugadd.org  
IP: 65.182.127.38



VIEWED

**09 / 08 / 2022**  
13:01:10 UTC-4

Viewed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



SIGNED

**09 / 08 / 2022**  
13:01:22 UTC-4

Signed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



VIEWED

**09 / 08 / 2022**  
14:56:08 UTC-4

Viewed by Donald Rice (drice@geaugadd.org)  
IP: 65.182.127.38



SIGNED

**09 / 08 / 2022**  
14:56:25 UTC-4

Signed by Donald Rice (drice@geaugadd.org)  
IP: 65.182.127.38

<b>TITLE</b>	William Koehl-Contract
<b>FILE NAME</b>	William Koehl - 09012022.pdf
<b>DOCUMENT ID</b>	92d27f23de4c61ee1e44ea5db59aad48e3796359
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History

**09 / 08 / 2022**  
21:25:07 UTC-4Viewed by William Koehl (willjkoehl@gmail.com)  
IP: 98.157.65.225**09 / 08 / 2022**  
21:31:18 UTC-4Signed by William Koehl (willjkoehl@gmail.com)  
IP: 98.157.65.225**09 / 08 / 2022**  
21:31:18 UTC-4

The document has been completed.

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-91(A)**

BE IT RESOLVED to approve the attached locally funded services agreement addendum with Solid Rock for community employment services, in an amount not to exceed \$82,000.

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

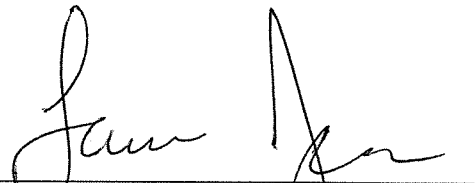
MOTION: *Mr. Miller*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 09/21/22

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

**ADDENDUM #1  
LOCALLY FUNDED SERVICES AGREEMENT WITH  
Solid Rock on Which We Stand LLC  
831 South Street  
Chardon Oh, 44024**

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

The previous Transportation Services contract agreement for \$42,000.00 will be increased by \$40,000.00. In total, this contract is not to exceed \$82,000.00

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$82,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

In addition to the previously outlined contract services, the following additional services and eligible bonuses are in effect for the remainder of this contract:

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).

### Community Employment Bonus

The maximum amount of all bonus payments shall not exceed \$10,000 per individual during the term of this Agreement. Funding is contingent on progression toward individual's employment goals.

#### Tier 1

The Board will pay a placement bonus of \$1,500 for every eligible job placement that is in an integrated setting averaging 6 and 10 hours per week at minimum wage or above. In addition, the Board will pay a retention bonus of \$1,500 for the placement mentioned above that lasts a minimum of three consecutive months.

#### Tier 2

The Board will pay a placement bonus of \$3,000 for every eligible job placement that is in an integrated setting averaging 11-19 hours per week at minimum wage or above. In addition, the Board will pay a retention bonus of \$3,000 for the placement mentioned above that lasts a minimum of three consecutive months.

#### Tier 3

The Board will pay a placement bonus of \$5,000 for every eligible job placement that is in an integrated setting averaging 20 hours or more per week at minimum wage or above. In addition, the Board will pay a retention bonus of \$5,000 for the placement mentioned above that lasts a minimum of three consecutive months.

In the event the hours are increased by the employer, the Contractor may be eligible for an additional retention bonus if the individual has met the criteria to move to the next tier.

See examples below:

#### Example 1- No Tier Increase:

An individual is placed at a job on 1/1/21 at 6 hours a week, a placement bonus of \$1,500 is paid. On 4/1/21 there is not an increase in hours; a retention bonus of \$1,500 is paid. The total amount for both bonuses equals \$3,000.

Example 1	Placement	90 Days	180 Days	Amount
Placement	\$1500			\$1500
Retention		\$1500		\$1500
Total				\$3000

#### Example 2 - Increase from Tier 1 to Tier 2:

An individual is placed at a job on 1/1/21 at 6 hours a week, a placement bonus of \$1,500 is paid. On 4/2/21 the individual has met the criteria/hours to move to Tier 2, a retention bonus of \$3,000 would be paid. The total amount of bonus payment would equal \$4,500.

Example 2	Placement	90 Days	180 Days	Amount
Placement	\$1500			\$1500
Retention		\$3000		\$3000
Total				\$4500

Example 3 - Increase from Tier 1 to Tier 3:

An individual is placed at a job on 1/1/21 at 6 hours a week, a placement bonus of \$1,500 is paid. On 4/2/21 the individual has met the criteria/hours to move to Tier 2, retention bonus of \$3,000 would be paid. On 7/2/21 the individual has met the criteria to move to Tier 3, a second retention bonus of \$5,000 would be paid. The total amount of bonus payment would equal \$9,500.

Example 3	Placement	90 Days	180 Days	Amount
Placement	\$1500			\$1500
Retention		\$3000	\$5000	\$8000
Total				\$9500

Coordination with Opportunities for Ohioans with Disabilities (OOD) Program:

Supported Employment services provided by Contractor, including placement and retention bonuses, while an individual is a client of OOD are not billable to the Board.

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**AUDITOR'S CERTIFICATION OF FUNDS**

*Ohio Revised Code Section 5705.41*

Geauga County, Chardon, Ohio, on this 15 day of August, 2022,  
 I HEREBY CERTIFY that the money required to meet the foregoing  
 agreement, contract, or obligation in the sum of \$40,000  
 has been lawfully appropriated, authorized, or directed for such purpose  
 in that the amount of \$48,549.17 is at this time unencumbered in  
 the account 2023-056-00-601. This money is in the Treasury or  
 in the process of collection to the credit of said fund and free from any  
 previous encumbrances.

GEAUGA COUNTY AUDITOR

By Evelyn Geib, Deputy Auditor.



**SIGNATURES:**

**PROVIDER:**

*Tiffany Smetana; CEO*

\_\_\_\_\_  
Provider Representative  
Tiffany Smetana

08 / 18 / 2022

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

*Donald L. Rice II*

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

08 / 18 / 2022

\_\_\_\_\_  
Date

**Approved to Form:**

*Sheila Salem*

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

08 / 16 / 2022

\_\_\_\_\_  
Date

<b>TITLE</b>	Solid Rock-Contract Addendum
<b>FILE NAME</b>	Solid Rock-Addendum 1-2022.pdf
<b>DOCUMENT ID</b>	e9c6977e8d56d9455b7970f7b0a6dec324e91f37
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History



SENT

**08 / 10 / 2022**

14:56:41 UTC-4

Sent for signature to Sheila Salem (ssalem@co.geauga.oh.us)  
from rdavis@geaugadd.org  
IP: 65.182.127.38



VIEWED

**08 / 10 / 2022**

17:35:26 UTC-4

Viewed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



SIGNED

**08 / 16 / 2022**

13:30:13 UTC-4

Signed by Sheila Salem (ssalem@co.geauga.oh.us)  
IP: 107.10.225.228



COMPLETED

**08 / 16 / 2022**

13:30:13 UTC-4

The document has been completed.

<b>TITLE</b>	Solid Rock-Contract Addendum
<b>FILE NAME</b>	Solid Rock-Contract Addendum.pdf
<b>DOCUMENT ID</b>	662b6c3f7a56614c2d2bc15ea0eb65440c91c308
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	✉ Signed

## Document History



SENT

**08 / 18 / 2022**  
11:27:58 UTC-4

Sent for signature to Tiffany Smetana  
(tiffany.smetana@solidrock-llc.com) and Donald Rice  
(drice@geaugadd.org) from rdavis@geaugadd.org  
IP: 65.182.127.38



VIEWED

**08 / 18 / 2022**  
11:48:17 UTC-4

Viewed by Tiffany Smetana  
(tiffany.smetana@solidrock-llc.com)  
IP: 184.56.38.19



SIGNED

**08 / 18 / 2022**  
11:56:12 UTC-4

Signed by Tiffany Smetana  
(tiffany.smetana@solidrock-llc.com)  
IP: 184.56.38.19



VIEWED

**08 / 18 / 2022**  
12:21:20 UTC-4

Viewed by Donald Rice (drice@geaugadd.org)  
IP: 65.182.127.38



SIGNED

**08 / 18 / 2022**  
12:21:50 UTC-4

Signed by Donald Rice (drice@geaugadd.org)  
IP: 65.182.127.38



COMPLETED

**08 / 18 / 2022**  
12:21:50 UTC-4

The document has been completed.

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-92(A)**

BE IT RESOLVED to approve the attached contract with Mandt Student Academy for behavior support course training and certification.

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

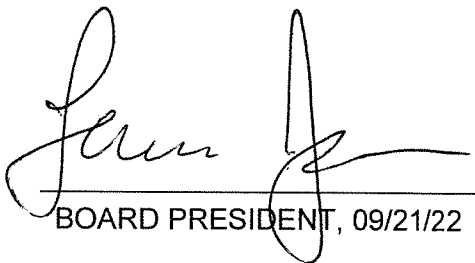
MOTION: *Mrs. Janson*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 09/21/22



Mandt Student Academy

**TRAINING AND CERTIFICATION AGREEMENT**

*(Note: Organization must have at least one Certified Instructor on staff to provide any training)*

Organization Information	Name of the Organization	
	Organization HQ Address	
	Primary Organization Contact Name, Telephone, and Email	
Contract Information	Effective Date of Contract	
	Geographic Area	
	Sector / Industry	
Fees paid by the Organization to Mandt	Fee per Student Trainee subject to adjustment per § 7(b)	\$41 per Student Trainee (also known as per-seat) when the Course is provided by the Organization
Maximum Charges charged by the Organization	Maximum Charge per Student Trainee subject to adjustment per § 7(b)	\$195 for a two-day Course, and \$102 for a one-day Course

The Mandt System, Inc., a Texas corporation ("*Mandt*"), owns a proprietary training system, including proprietary materials, protocols, and certification standards related to preventing, de-escalating, and, if necessary, intervening when the behavior of an individual poses a threat of harm to themselves or others, and to improving organizational cultures with respect to these issues.

This training system is provided through a variety of courses and programs, which Mandt may modify from time to time (each a "*Course*"). A Course may be for certification of a certain type and to a certain level or for recertification to a type and level. Mandt provides the electronic and printed materials needed to conduct each Course in accordance with Mandt's requirements (the "*Mandt-Provided Resources*").

As of the Effective Date, Mandt and the Organization agree as follows:

- Definitions.** The defined terms and recitals set forth above, including in the table at the top of Page 1 of this Agreement, are incorporated into this Agreement. For avoidance of doubt, "Organization" is limited to the named entity, and does not include any subsidiaries or affiliates of the Organization.
- Certified Instructors.** Pursuant to a separate written agreement, Mandt may in its discretion from time to time offer Courses to Organization employees ("*Instructor Trainees*") to train those employees to become "*Certified Instructors*." As provided below in Section 3(a), the Organization may only provide Student Courses through a Certified Instructor. Mandt shall have the right to determine in its sole discretion what training materials, protocols, steps, tests, and other requirements must be satisfied for Mandt to certify an individual as a Certified Instructor, and what requirements must be met and how often for any Certified Instructor to retain his or her certification as a Certified Instructor; and to change any of those requirements and standards upon thirty (30) days' notice to the Organization. Mandt may revoke an

individual's certification as a Certified Instructor if at any time Mandt reasonably determines there is cause to do so, including but not limited to falsification of the individual's credentials, or a failure to comply with Mandt's training requirements and standards. However, if a certification is revoked, Mandt will within 3 business days notify both the individual and the Organization in writing and will promptly and in good faith discuss the matter with both the individual and the Organization to determine whether the individual should be eligible for recertification, and if so, what requirements must first be met.

3. **Mandt Student Academy, and Mandt Organization Courses.**

- a. *Authorization to Provide Courses.* While the Organization is in full compliance with this Agreement and has at least one employee who is a Certified Instructor, the Organization may (solely through its Certified Instructors) train individuals ("*Student Trainees*"), regardless of whether the individual is an employee of the Organization, to become "*Certified Students*." The Organization shall not provide any Course except by and through Certified Instructors.
  - i. In connection with any offering of Courses to Student Trainees ("*Student Courses*") where any of the Student Trainees are not employees of the Organization, the Organization shall call itself a "*Mandt Student Academy*," and shall promote and schedule those Courses as "Mandt Student Academy" Courses or "*MSA Courses*."
  - ii. In connection with any offering of Student Courses to Student Trainees who are all employees of the Organization, the Organization shall not call itself a "Mandt Student Academy," but may refer to the Courses as "Mandt Organization" Courses.
- b. *Requirements for MSA Student Courses.* This Section 3(b) applies only to Mandt Student Academy (MSA) Courses.
  - i. Using the online systems provided by Mandt from time to time, the Organization shall purchase the required number of Student Trainee seats and purchase the required number of workbooks and other Mandt-Provided Resources, and provide a shipping address for the printed materials, at least 10 business days prior to the first day of any Student Course. If the Organization intends to use pre-purchased Student Trainee seats or Mandt-Provided Resources in connection with a particular Student Course, the Organization must notify Mandt of that intent at least 10 business days before the first day of that Student Course.
  - ii. The Organization shall conduct each Student Course using the Mandt-Provided Resources, and in accordance with all of the protocols, steps, tests, and other requirements specified by Mandt in writing for that Course prior to the first day of that Course. The Organization shall not modify the Mandt-Provided Resources in any way, nor combine Mandt-Provided Resources with any other information or materials, without the prior written approval of Mandt.
  - iii. No Course may be provided in whole in part by audio or video recording, except to the extent such a recording is part of the Mandt-Provided Resources. Each Student Trainee must participate in each Course in person, at the physical location specified when the Course is registered with Mandt, and no Trainee may participate in any portion of a Course remotely (including but not limited to participating through video streaming over the Internet) without Mandt's prior written consent.
  - iv. The Organization shall have a reasonable written refund policy, which must be provided to Mandt before scheduling any MSA Course and must be provided to any prospective Student Trainee of an MSA Course before registration.

- c. *Use of Mandt's Systems and Recordkeeping.* The Organization shall use the online systems or other tools provided by Mandt from time to time to schedule each Course, pay Fees due to Mandt, provide information about Student Trainees, document attendance and test scores, provide Course evaluations from each Student Trainee, obtain certificates for Student Trainees who become Certified Students, and comply with other steps and instructions set forth in those systems and tools from time to time ("*Course Records*"). The Organization shall in its own records maintain copies of the Course Records until at least three (3) years after that Course was completed.
- d. *Fees, Maximum Charges, and Expenses for Student Courses.*
- i. Before each Student Course, the Organization shall pay Mandt the Fee per Student Trainee, plus shipping and handling charges for the workbooks and materials shipped by Mandt to the site of the Course. However, if all Student Trainees in a Course are employee of the Organization, the Student Course is not a "Mandt Student Academy" Course, and the Organization at its own expense prints the student workbook for each Student Trainee, then the Organization will not owe this Fee for that particular Student Course and Student Trainee. In addition, if the Student Course is directly led by Mandt at the Organization's request, then the Organization shall instead pay Mandt its standard fee per Student Trainee that is then in effect.
  - ii. The Organization may in its discretion choose whether to charge, and how much to charge, each Student Trainee, provided, however, that the Organization shall not charge more than the Maximum Charge per Student Trainee.
  - iii. The Organization shall reimburse Mandt its reasonable out of pocket expenses incurred for each Course that is led by Mandt, provided that Mandt shall submit such expenses to the Organization for approval before they are incurred, and upon request Mandt will provide documentation for any reimbursement request.
- e. *Separate Agreement Required for Certification.* Each Student Trainee, as a condition of being permitted access to the Mandt-Provided Resources, must first execute (either on paper or electronically, as determined by Mandt from time to time) a copy of "The Mandt System Training Agreement" attached as Exhibit A. Mandt may update these two forms of agreement at any time upon notice to the Organization.
- f. *Recertification of Certified Students.* Unless sooner revoked as described below, Mandt's certification of a Certified Student shall be valid for one (1) year. To continue to be certified, each Certified Student must, before the expiration of his or her certification, take the Student Courses required by Mandt at that time for recertification. Mandt shall in its sole discretion determine recertification requirements, and may upon notice modify the recertification schedule. Courses for recertification are subject to the same provisions and process described in this Section 3 as Courses for initial certification, including the payment of Fees to Mandt.
- g. *Revocation of Certified Students.* Mandt may revoke an individual's certification as a Certified Student if at any time Mandt reasonably determines there is cause to do so. However, if a certification is revoked, Mandt will within 3 business days notify both the individual and the organization listed in Mandt's records as the employer of that individual, in writing, and will promptly and in good faith discuss the matter with both the individual and that organization to determine whether the individual should be eligible for recertification, and if so, what requirements must first be met.
4. **Quality Standards and Audit Rights.**
- a. *Quality Verification Requests.* The Organization acknowledges that controlling the quality of the Courses is essential to Mandt, to the value of the training that bears Mandt's name and marks, and to Mandt's certifications. Therefore, the Organization agrees to cooperate fully with any reasonable

request by Mandt related to verifying the quality and consistency of the training being provided in any Course.

- b. *Specific Ways Mandt May Verify Quality.* In addition, and without limiting Section 4(a), the Organization shall permit Mandt (or its authorized contractors) to review the Organization's business records relating to the Courses or this Agreement; to attend Courses presented by the Organization or at any of its facilities; to review the content of any Course provided by or at the Organization; to evaluate the Organization's training techniques and materials; to contact Student Trainees and Certified Students who have participated in Courses provided by or at the Organization to get feedback and information regarding those Courses; and to video record or to livestream over the Internet any Course for the purpose of Mandt's quality review or records. If requested by Mandt, the Organization agrees at its expense to set up video and audio recording or livestreaming devices provided by Mandt so that Mandt personnel may remotely monitor any Course provided by or at the Organization.
  - c. *Complaints.* The Organization shall have a reasonable written policy for handling and resolving any complaints received from Student Trainees, which must be provided to Mandt before scheduling any MSA Course, and must be provided to any prospective Student Trainee of an MSA Course before registration.
5. **Geographic and Sector Limitations.** The Organization shall not provide any training using any of the Mandt-Provided Resources, or using Mandt's name or marks, or to any individual or entity located outside of the Geographic Area, or to any individual or entity that is working outside of the Sector / Industry, without Mandt's prior written consent.
6. **In-House Training and Exclusivity During the Term of this Agreement.** During the Term of this Agreement, to avoid any confusion with Student Trainees and any combination of training materials or approaches in violation of this Agreement, and to ensure the Organization's employees "practice what they preach," the Organization agrees (a) not to provide any training related to preventing, de-escalating, and if necessary, intervening when the behavior of an individual poses a threat of harm to themselves or others, or related to improving organizational cultures with respect to these issues, other than Student Courses provided in accordance with this Agreement; and (b) to provide Mandt-based training to its employees with respect to these issues, and no other third party provided training, except that the Organization may supplement the Mandt training with its own policies and procedures. The Organization acknowledges its right to terminate this Agreement if it wishes to provide training that is prohibited by this Section 6.
7. **Other Details Regarding Fees, Charges and Costs.**
- a. *Payment Does Not Ensure Certification.* The payment of Fees to Mandt does not guarantee the certification or re-certification of any person, or the continued training of any individual whose participation in a Course is disruptive or counterproductive. Certification and re-certification requirements must in every case be met, and a failure to meet them shall not entitle any person to be re-trained at Mandt's expense or to a refund.
  - b. *Prospective Changes to Fees and Maximum Charges.* All Fees payable to Mandt, and the Organization's Maximum Charges, may be changed at any time by Mandt upon written notice to Organization. No such change, however, shall apply to any Course that has already taken place, or to any Course that has been scheduled in Mandt's system to commence within 60 days of Mandt's notice of the change in Fees or Maximum Charges.
  - c. *Limitation on Refunds.* All payments by the Organization are non-refundable, unless Mandt chooses, without cause and despite the Organization's full compliance with this Agreement, to cancel a Course for which Fees have been paid, or the parties agree in writing to cancel a Course.



- d. *Expenses.* Each party shall bear all costs incurred in the performance of this Agreement, except for any expenses of Mandt that the Organization may in the future agree in writing to reimburse in connection with Mandt directly providing a Course.
- e. *Taxes.* If any amount payable to Mandt pursuant to this Agreement is subject to any sales tax, value-added tax, or other tax, duty or governmental charge (other than taxes measured on Mandt's net income), the Organization shall upon request pay (or reimburse Mandt for) those taxes, duties or charges.

**8. Proprietary Rights.**

- a. *Confidentiality.* Mandt's "*Confidential Information*" includes its confidential training programming, approaches, techniques, and materials, and related data, know-how, software, processes, designs, systems, test results, photographs, plans, concepts, specifications, reports, business and financial plans and strategies, budgets, names of vendors and customers, pricing information, sales and forecasts, and ideas that are disclosed to the Organization, and that are not (1) generally known and readily available to the public through no fault or act of the Organization; (2) rightfully received by the Organization from a third party not subject to restriction on use or disclosure; (3) independently developed by the Organization without the use of any Confidential Information; or (4) rightfully in the possession of the Organization with no restriction on use or disclosure prior to its disclosure by Mandt. The Organization agrees not to use any Confidential Information except to perform this Agreement and not to disclose any Confidential Information to anyone except when and as directed by Mandt in writing.
- b. *Copyright.* Mandt shall exclusively own all copyright in and to any work of authorship included in the Mandt-Provided Resources. If the Organization or any of its personnel provides any work of authorship to Mandt in connection with any Course, including any suggestion or modification, and Mandt incorporates it into the Mandt-Provided Resources, the Organization hereby exclusively assigns to Mandt all copyright in and to that incorporated work of authorship. The Organization shall have no license to any copyright held by Mandt, and shall not modify, create derivative works of, copy or display any Mandt work of authorship, except to the following limited extent: If during the term of this Agreement the Organization is providing a Student Course in full compliance with this Agreement that is only offered to the Organization's own employees, and is therefore not a Mandt Student Academy Course, Mandt licenses the Organization to print (without modification) one copy of the student workbook that is specifically provided by Mandt for that Student Course for each Student Trainee participating in that Course. This limited license does not extend to any other Mandt-Provided Resources. Except for the limited license set forth in this Section 8(b), Mandt will provide the Mandt-Provided Resources for each Student Trainee in each Course, and the Organization shall not make nor permit anyone to make any copies or derivative works of any Mandt-Provided Resources.
- c. *Marks.* The Organization agrees not to use any trademark or service mark related in any way to Mandt except in accordance with written trademark instructions provided by Mandt from time to time, and only in connection with a Course that is being offered in accordance with this Agreement. Any "Mandt Student Academy" advertising shall conspicuously state that the Organization is the party providing the Course, and that it is doing so under express written authorization from Mandt. If Mandt at any time provides written direction regarding how the Organization may use Mandt's marks in advertising or providing Courses, the Organization shall fully comply with those directions. The Organization shall cease all use of any Mandt-owned mark at any time upon request, and in any case, upon termination of this Agreement.
- d. *Audio or Video Recordings.* The copyright in any audio or video recording of any portion of any Course, regardless of the identity of the person making that recording, is exclusively assigned to and belongs to Mandt, and no such recording may be copied, displayed, or used in whole or in part for any purpose without Mandt's prior written consent. If the Organization permits any person to make any such

recording, the Organization shall be responsible to ensure the copyright is assigned to Mandt in accordance with this Section 8(d).

**9. Term and Termination.**

- a. *Term.* This Agreement shall commence on the Effective Date and shall continue in effect until either party gives written notice terminating this Agreement for convenience. No Course that has been scheduled in Mandt's system to commence within 60 days after such termination notice shall be affected by a termination for convenience, but after such notice is given, no new Courses shall be scheduled, and any Courses scheduled to commence more than 60 days after the date of such notice shall be cancelled. Fees and reimbursement for expenses not yet incurred, if any, shall be refunded for any Course cancelled as a result of a termination for convenience.
- b. *Termination for Breach.* Notwithstanding any other provision in this Agreement, either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure that breach within 30 days. If a breach is intentional, no cure period shall apply. If Mandt gives notice of a breach, Mandt may suspend performance of this Agreement during the cure period. After a termination for breach, no Courses shall be scheduled or held, and any pending Courses shall be cancelled. If Mandt terminates for the Organization's breach, no refunds shall be due. If the Organization terminates for Mandt's breach, Mandt shall refund any Fees received for Courses not yet provided, and any reimbursement received for expenses not yet incurred.
- c. *Survival.* The Organization's obligation to pay any amount due under this Agreement survives termination of this Agreement regardless of cause. In addition, the following sections of this Agreement survive termination, regardless of cause: 1, 2(g), 3(g), 4, 7, 8, 10, 11 and 12.

**10. Limitation of Liability; Indemnity; Insurance.**

- a. MANDT SHALL NOT BE LIABLE TO THE ORGANIZATION OR TO ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, MANDT'S LIABILITY WITH RESPECT TO ANY CLAIM (OR SET OF RELATED CLAIMS) RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES ACTUALLY PAID TO MANDT BY THE ORGANIZATION WITHIN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST WRITTEN ASSERTION OF THE CLAIM (OR SET OF RELATED CLAIMS).
- b. The Organization agrees to defend, indemnify and hold Mandt and its officers, directors, employees, and agents harmless from and against any and all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees, expert witness charges, and costs of investigation or defense) arising from or related to (i) the Organization's breach of this Agreement, or (ii) the act or negligent omission of the Organization, any Certified Instructor, or any Certified Student employed or trained by the Organization, except to the extent if any proximately caused by Mandt's gross negligence or willful misconduct.
- c. At all times throughout the term of this Agreement, the Organization shall maintain in force liability insurance covering professional negligence, bodily injury, property damage, and contractual liability, in the amount of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and Worker's Compensation and employer's liability insurance. All policies must be primary and non-contributing, shall have a deductible amount that is not in excess of \$10,000, and shall include Mandt as an additional insured. With the execution and delivery of this Agreement, and again on each anniversary of the Effective Date, the Organization shall furnish to Mandt as evidence of insurance a certificate of insurance stating that as a result of policy endorsements, Mandt is an additional insured under the

policy, and the coverage will not be canceled or materially altered without thirty (30) days prior notice to Mandt.

**11. Miscellaneous.**

- a. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH TEXAS LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. THIS AGREEMENT IS MADE AND IS PERFORMABLE IN TRAVIS COUNTY, TEXAS. THE EXCLUSIVE VENUE TO RESOLVE ANY DISPUTE RELATED IN ANY WAY TO THIS AGREEMENT LIES IN TRAVIS COUNTY, TEXAS. The prevailing party in any dispute relating to this Agreement is entitled to recover its reasonable attorneys' fees, expert witness expenses, and other out-of-pocket costs incurred in connection with such dispute. The Organization shall not aggregate claims brought under or related to this Agreement with any other person's claims.
- b. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF AT ALL, ALL MATERIALS AND SERVICES OFFERED BY MANDT ARE OFFERED AND PROVIDED ON AN "AS IS" BASIS, AND MANDT DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
- c. The failure of either Party to exercise any right shall not waive such right or any other term of this Agreement.
- d. Both parties shall comply with all applicable laws in their respective performance of this Agreement.
- e. Each party is an independent contractor of the other and will not operate as or represent itself to be an agent of the other party. No use of "partner" or similar terminology will be construed as creating or evidencing a partnership, joint venture or agency under state law unless otherwise expressly agreed in writing after the Effective Date.
- f. Nothing in this Agreement restricts Mandt's right to offer and provide its programs and services to other organizations anywhere in the world.
- g. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any prior oral or written promises or agreements. This Agreement cannot be modified except in a writing signed by both the Organization and Mandt. Terms and conditions on any purchase order from the Organization (or any other document not signed by an officer of Mandt) do not modify or become part of this Agreement. Neither party is relying on any representation or warranty other than those expressly set forth in this Agreement.
- h. There are no intended third-party beneficiaries to this Agreement.

**12. Confidential Agreement.** Organization shall not disclose this Agreement or its terms, including but not limited to pricing, to any third party other than the Organization's board of directors and officers, and the Organization's legal, accounting and tax advisors.

The Organization (as Named Above)

The Mandt System, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A: Form of  
**The Mandt System Training Agreement for Student Trainees**  
**(Including Release from Liability and Medical Condition Certification)**

Name of the Student Trainee:		Date Signed:	
Employer/Organization:			
Trainee's Full Address:		City, State, Postal Code:	
Trainee's Email Address:			
Trainee's Phone Numbers:		Fax:	
<input checked="" type="checkbox"/> one of the following boxes:	<input type="checkbox"/> I do not have a "Medical Condition" as defined in Section 5 of this Agreement	<input type="checkbox"/> I have a "Medical Condition," but I am providing an employer's or physician's release	
Location for this Course:			
Instructor for this Course:			
First Date for this Course:		Last Date:	

The Mandt System, Inc., a Texas corporation ("*Mandt*"), owns a proprietary training system, including proprietary materials, protocols and certification standards, related to preventing, de-escalating, and if necessary, intervening when the behavior of an individual poses a threat of harm to themselves or others, and to improving organizational cultures with respect to these issues.

This training system is provided through a variety of courses and programs, which Mandt may modify from time to time (each a "*Course*"). A Course may be for certification of a certain type and to a certain level, or for recertification to a type and level.

I desire to participate in a Student Course, which is either to be provided by Mandt or by a third party that has been authorized in writing by Mandt to provide the Student Course.

As a condition of getting to participate in the Course, having access to the electronic and printed materials provided by Mandt for any Course (the "*Mandt-Provided Resources*"), and potentially receiving a training certification from Mandt as a Certified Student, I am making the following promises and commitments to Mandt:

1. **Certification Requirements.** I understand that Mandt sets the requirements for each Course, and for certification and re-certification, and Mandt may modify any of the foregoing at any time (the "*Certification Requirements*"). I acknowledge that the payment of fees does not guarantee certification or re-certification, and a failure to satisfy them shall not entitle me to be re-trained nor to a refund. *I understand will not be authorized to train, and I agree not to train, anyone else with respect to any aspect of The Mandt System® Course or materials.* I understand Mandt may revoke my certification for cause, provided that I will receive notice and an opportunity to be heard if this extraordinary event were to occur. I shall not hold myself out as certified by Mandt, unless at that time I in fact hold in good standing a certification from Mandt as a Certified Student.
2. **Mandt's Proprietary Rights.**
  - a. **Confidentiality.** Mandt's "*Confidential Information*" includes its confidential training programming, approaches, techniques, and materials, and related data, know-how, software, processes, designs,

systems, test results, photographs, plans, concepts, specifications, reports, names of vendors and customers, and ideas that are disclosed to me, and that are not (1) generally known and readily available to the public through no fault or act of mine; (2) rightfully received by me from a third party not subject to restriction on use or disclosure; (3) independently developed by me without the use of any Confidential Information; or (4) rightfully in my possession with no restriction on use or disclosure prior to its disclosure by Mandt. *I shall not copy or summarize any Confidential Information embodied in any of the Mandt-Provided Resources to anyone except when and as directed by Mandt in writing.*

- b. *Copyright.* Mandt shall exclusively own all copyright in and to any work of authorship included in the Mandt-Provided Resources. I shall have no license to any copyright held by Mandt. I shall not modify, create derivative works of, copy or display any work of authorship in the Mandt-Provided Resources. *I understand that making any copy, or sharing or distributing any copy or summary of the Mandt-Provided Resources, in whole or in part, on paper or electronically, is a violation of copyright law, even if I do it for free.*
  - c. *Marks.* I agree not to use any trademark or service mark related in any way to Mandt except to state whether I have a valid, unexpired certification from Mandt, including the type and level of certification, or to provide a copy of the certificate as provided to me by Mandt. I shall cease all use of any Mandt-owned mark at any time upon request, and in any case, whenever I am no longer certified by Mandt as a Certified Student.
  - d. *Audio or Video Recordings.* I will not make nor knowingly permit any person to make any audio or video recording during any Course unless authorized in writing by Mandt. I consent to Mandt making audio or video recordings during any Course, and to use those recordings for any purpose, including but not limited to quality control and marketing.
3. **Term.** This Agreement shall commence on the date I first have access to any Mandt-Provided Resources, and shall continue in effect for as long as I hold a certification from Mandt as a Certified Student. The following sections survive termination, regardless of cause: 2, 4, 5, and 6.
  4. **Release; Limitation of Liability; Indemnity.**
    - a. I understand that this Course may include lectures, discussions, role-playing, and training in both non-physical interaction techniques as well as physical interaction techniques and physical maneuvers, that that I may practice these techniques and maneuvers as part of the Course, and that my participation may be required for me to achieve certification by Mandt. ***I UNDERSTAND THAT THERE IS A RISK OF PHYSICAL INJURY, AND I KNOWINGLY AND VOLUNTARILY ACCEPT THAT RISK. I HEREBY RELEASE MANDT, ANY MANDT STUDENT ACADEMY PROVIDING THE TRAINING, AND THE INSTRUCTOR FOR THIS COURSE FROM ALL CLAIMS, DAMAGES, AND LOSSES OF EVERY KIND, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY (OR DEATH) AND PROPERTY DAMAGE, ARISING FROM OR RELATED TO THE COURSE OR THIS AGREEMENT.***
    - b. MANDT AND ANY MANDT STUDENT ACADEMY PROVIDING THIS TRAINING SHALL NOT BE LIABLE TO ME OR TO ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
    - c. I agree to defend, indemnify and hold Mandt and its officers, directors, employees, and agents harmless from and against any and all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees, expert witness charges, and costs of investigation or defense) arising from or related to (i) my breach of this Agreement, (ii) any claim I have released in this Section 4, and (iii) my act or negligent omission, except to the extent if any proximately caused by Mandt's gross negligence or willful misconduct.

5. Medical Condition.

- a. The Course may include techniques that require physical coordination and skill, the ability to maintain my balance while moving and while being pushed or pulled, and the ability to lower myself to a "half-squat" position, while keeping my back straight. A "Medical Condition" means any condition I may have that could potentially limit my ability to participate in the Course, or that could increase my risk of injury, or the severity of an injury, from participating in the Course. Examples of a Medical Condition could include, but are certainly not limited to, a temporary knee or back injury, or pregnancy, or an inner ear infection or other disease or condition that interferes with my balance.
- b. On page 1 of this Agreement, I have either checked the box stating that I have no Medical Condition, or that I do have a Medical Condition. *I understand that my Instructor will rely on this information to help keep me safe.* If I do have a Medical Condition, I understand that I must provide my Instructor, prior to commencing the Course, a release from my employer or my physician stating that I can safely participate in the Course despite my Medical Condition.

6. Miscellaneous.

- a. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH TEXAS LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. THIS AGREEMENT IS MADE AND IS PERFORMABLE IN TRAVIS COUNTY, TEXAS. THE EXCLUSIVE VENUE TO RESOLVE ANY DISPUTE RELATED IN ANY WAY TO THIS AGREEMENT LIES IN TRAVIS COUNTY, TEXAS. I shall not aggregate claims brought under or related to this Agreement with any other person's claims.
- b. ALL MATERIALS AND SERVICES OFFERED BY MANDT ARE OFFERED AND PROVIDED ON AN "AS IS" BASIS, AND MANDT DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
- c. Mandt's failure to exercise any right shall not waive such right or any other term of this Agreement.
- d. I am an independent contractor and will not operate as or represent myself to be an agent of Mandt.
- e. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any prior oral or written promises or agreements. This Agreement cannot be modified except in a writing signed by both Mandt and me. Neither party is relying on any representation or warranty other than those expressly set forth in this Agreement.

Student Trainee (as Named Above):

*I understand this Agreement includes a Release of Liability. I have read and understood all of this Agreement before signing, which I am doing voluntarily.*

I reviewed this agreement with the Student Trainee before he or she signed it. I will not permit the Trainee to participate in the Course unless he or she certifies on page 1 that there is no Medical Condition, or if there is a Medical Condition, he or she provides a written employer's or physician's release, which I'll provide to Mandt.

By: \_\_\_\_\_  
 Name: As printed on page 1  
 Title: Individually

By: \_\_\_\_\_  
 Signature of Instructor for this Course

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-93(A)**

BE IT RESOLVED to approve the following Board Policy and Procedures:

- 3.8 Behavior Support

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

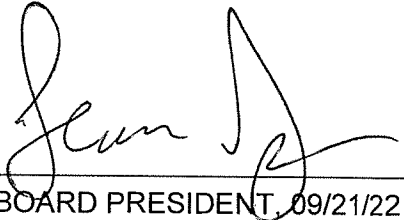
MOTION: Mrs. Janson

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 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, 09/21/22

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

BOARD POLICY

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Reviewed and Adopted by the Board

Date: 5/5/12  
Revised: 5/20/15  
4/15/20

**3.8 Behavior Support Policy**

It is the purpose of the Geauga County Board of Developmental Disabilities to ensure procedures are developed that follow the rules set forth by the state of Ohio.

The Board authorizes the Human Rights Committee to ensure behavior support strategies with restrictive measures follow the rules set forth in the procedures.

All procedures must be reflective of the standards set by The Ohio Department of Developmental Disabilities "Development and Implementation of Behavioral Support Strategies" under OAC 5123-2-06 as amended from time to time.



# Geauga County Board of Developmental Disabilities

## Procedures for Policy 3.8 Behavior Support

### Purpose & Scope

The purpose of the behavior procedures is to set forth the philosophy of behavior supports at Geauga County Board of Developmental Disabilities as well as the process and/or requirements for the development and implementation of behavioral support strategies including both positive and restrictive measures.

As outlined in the rule, the behavior support procedure applies to persons and entities that provide specialized services regardless of source of payment. These specialized services include but are not limited to the county board and entities under contract with county board; residential facilities licensed including intermediate care facilities; providers of supported living certified; and providers of services funded by Medicaid home and community-based services waivers administered by the department.

Individuals receiving services in a setting governed by the Ohio department of education shall be supported in accordance with rule 3301-35-15 of the Administrative Code.

#### 1.) Overview of GCBDD Behavior Support Services

This procedure serves to support and assist individuals receiving services from GCBDD in managing their own behaviors. It assumes that all individuals with developmental disabilities are to be supported in a caring and respectful manner that promotes dignity, respect, and trust with the recognition that individuals who happen to have a developmental disability are equal citizens with the same rights and personal freedoms granted to individuals without developmental disabilities.

Under these basic assumptions, the foundation of behavior support at GCBDD is to promote individual choice in daily decision-making with emphasis on self-determination and self-management while supporting individuals to make choices that yield positive outcomes. In addition to positive teachings and proactive strategies, the use of the least restrictive environment and least intrusive forms of service is a prerequisite to the introduction of any restrictive measure. Levels of behavior support will be developed by the team using the person-centered process, ruling out factors that may be resulting in observed behavior, and based on the inherent risk or restrictiveness of the intervention. Support strategies shall be implemented according to a hierarchy ranging from most positive, least intrusive to least positive, most intrusive. Most positive, least intrusive strategies must be demonstrated to be ineffective prior to the introduction of less positive, most intrusive strategies. Behavior support strategies shall always be person-centered and data-driven by establishing a behavioral baseline with the goal of

improving outcomes for the person served over time as well as describe behaviors to be increased or decreased. Restrictive measures are used only when necessary to keep people safe and always in conjunction with positive measures.

General intervention strategies are instructional or preventative strategies which promote positive culture. Whenever possible, behavior will be addressed by interventions which may increase or decrease behaviors through teaching and training at minimal risk to persons served. Examples of such interventions includes modifying schedules, alternative communication methods, verbal redirection, addressing and supporting sensory needs, environmental modifications which is likely to encourage a person to make positive, informed choices; positive reinforcement such as praise or 1:1 attention. Typically, general intervention strategies are integrated throughout an ISP, do not involve any type of restriction and therefore, do not require Human Rights Committee approval.

Based on available research, individual teams should always consider the role of trauma on individuals with developmental disabilities including the unique types as well as impact of trauma on individuals with disabilities. Specifically, teams should consider the impact of such trauma as having a disability, the historical lack of empowerment or control or real-life choices; stressful environments; frequent changes in living arrangements; chronic staff changes; isolation; and not being able to do what others do, etc. When addressing these types of trauma, teams should consider supporting individuals' resiliency through improving their own self-agency or voice/choice/control; strengthening self-esteem by giving them purpose and valued social roles; encouraging a sense of belonging by connecting them to those who share a special interest especially to non-paid staff; as well as helping them develop or strengthen external supports which may or may not involve people, e.g., spirituality, animals, meditation, giving back.

### **Supports Used for Children and Those Enrolled in Educational Programs**

GCBDD recognizes that individuals under the age of 18 are considered children, and certain rights restrictions are age-appropriate, i.e., restrictions on bedtime, candy on demand, smoking, computer access to questionable sites, etc. Behavior support strategies for children will consider the age of the individual and be developed with the understanding that they must be age appropriate. Time out may or may not be considered a restrictive measure depending on the individual's age, current standard age-appropriate practices for children without disabilities, and the parameters of the time out which must always ensure health and welfare. Age-appropriate restrictions will not be considered restrictive measures and therefore will not be reviewed by the Human Rights Committee (HRC). However, they should be reviewed by the ISP team at least annually. The use of any manual or chemical restraints will be considered restrictive measures regardless of the individual's age and will follow the process outlined in the behavior support rule and this procedure.

In addition, when a child is under the age of 18, his/her parents' religious and cultural beliefs will be considered and limitations on the child's diet, clothing, and other applicable areas of daily life may be facilitated based on the parents/ rationale for the limitation. These limitations may or may not be considered restrictive measures, however, will be reviewed annually as well.

## 2.) Definitions

All behavior support language and terms outlined in this procedure are defined in the behavior support rule. These definitions often have pertinent information not only about how the term is defined but the parameters that teams must follow when considering restrictive measures as well as actions which must be taken prior to, upon receiving Human Rights Committee approval, and during implementation. Teams will be expected to follow those parameters when considering behavior support strategies with or without restrictive measures. Key behavior support definitions have been included in this procedure for coherency.

- a. "Chemical Restraint" – the use of scheduled dosing or pro re nata (PRN or as needed) medication for the purpose of causing a general or non-specific blunt suppression of behavior or for the purposes of treating sexual offending behavior. Blunt suppression is the effect of the medication results in noticeable or discernible differences in the individual's ability to complete activities of daily living. Chemical restraint may only be used when an individual's actions pose risk of harm or an individual engages in a precisely-defined pattern of behavior that is very likely to result in a risk of harm. It does not include medication typically prescribed for the treatment of a physical or psychiatric condition as opposed to for the purpose of causing a general or non-specific blunt suppression. "Chemical restraint" also does not include a medication that is routinely prescribed in conjunction with a medical procedure for patients without developmental disabilities.
- b. Human Rights Committee –a standing committee formed to safeguard individuals' rights and protect individuals from physical, emotional, and psychological harm. At an intermediate care facility for individuals with intellectual disabilities, the human rights committee may also be referred to as a "specially constituted committee."
- c. Informed consent – a documented written agreement to allow a proposed action, treatment, or service after full disclosure provided in a manner the individual or the individual's guardian, as applicable, understands, of the relevant facts necessary to make a decision. Relevant facts include the risk and benefits of the action, treatment, or service; the risks and benefits of the alternatives to the action, treatment, or service; and the right to refuse the action, treatment, or service. An individual or guardian, as applicable, may withdraw informed consent at any time.

- d. Manual restraint – the use of a hands-on method, but never in a prone restraint, to control an identified action by restricting the movement or function of an individual’s head, neck, torso, or one or more limbs, or entire body, using sufficient force to cause the possibility of injury and includes holding or disabling an individual’s wheelchair or other mobility device. Manual restraint may only be used when an individual’s action poses risk of harm. An individual in a manual restraint shall be under constant visual supervision by staff. Manual restraint shall cease immediately once risk of harm has passed. Manual restraint does not include a method that is routinely used during a medical procedure for patients without developmental disabilities.
- e. Mechanical restraint means the use of a device, but never in a prone restraint, to control an identified action by restricting an individual’s movement or function. Mechanical restraint may only be used when an individual’s action poses risk of harm. Mechanical restraint shall cease immediately once the risk of harm has passed. Mechanical restraint does not include a seatbelt of a type found in an ordinary passenger vehicle or an age-appropriate child safety seat; a medically necessary device (such as a wheelchair seatbelt or a gait belt) used for support or positioning an individual’s body; a device that is routinely used during a medical procedure for patients without developmental disabilities
- f. Precisely-defined pattern of behavior – a documented and predictable sequence of actions that if left uninterrupted, will very likely result in physical harm to self or others.
- g. Restrictive measure – a method of last resort that may be used by persons or entities providing specialized services only when necessary to keep people safe and with prior approval by the human rights committee in accordance with paragraph (H) of this rule. Restrictive measures include chemical restraint; manual restraint; mechanical restraint; rights restriction; and time-out.
- h. Rights Restriction – a restriction of an individual’s rights as enumerated in section 5123.62 of the Revised Code. Human rights restrictions may only be used when an individual’s actions pose risk of harm or are very likely to result in the individual being subject of legal sanction such as eviction, arrest, or incarceration. Absent risk of harm or likelihood of legal sanction, an individual’s rights shall not be restricted (e.g., by imposition of arbitrary schedules or limitation of consumption of tobacco products).
- i. Risk of harm – a direct and serious risk of physical harm to the individual or another person exists. For the risk of harm to exist, the individual must be capable of causing physical harm to self or others and the individual

must be causing physical harm or very likely to begin causing physical harm.

- j. Time-Out – confining an individual in a room or area and preventing the individual from leaving the room or area by applying physical force, by closing a door, or constructing another barrier including placement in such a room or area when a staff person remains in the room or area. Time out may only be used when an individual's actions pose risk of harm. Time-out shall not exceed thirty minutes for any one incident or one hour in any 24-hour period. The behavior support rule outlines several conditions that must also be met, cf., behavior support rule for time out conditions.

### 3.) Behavior Support Assessments & Behavioral Support Strategies

- a. Persons who conduct behavioral assessments and develop behavior support strategies that include restrictive measures will meet licensure requirements.
- b. Teams must have documentation demonstrating positive measures have been employed and determined ineffective. Annual behavioral assessment must describe the behavior that poses risk of harm or likelihood of legal sanction or the individual's engagement in a precisely-defined pattern of behavior that is very likely to result in risk of harm. The assessment should describe the level of harm or type of legal sanction that could reasonably be expected to occur with the behavior. Assessments will consider such factors as when the behavior is likely to occur; those that may provide insight into the origins and patterns of the individual's actions; and the nature and degree of risk to the individual if the restrictive measure is implemented. The assessment will outline the strategies that will be implemented to mitigate risk of harm or likelihood of legal sanction; how the team will reduce and ultimately eliminate the need for restrictive measures; and address any environmental modifications to ensure the individual has access to preferred activities as well as to minimize unsafe actions due to boredom, frustration, lack of effective communication, or unrecognized health problems.
- c. While developing behavior support strategies, teams will focus on enhancing the individual's quality of life through proactive creation of supportive environments by understanding and respecting the individual's needs and expanding opportunities for the individual. These strategies should address unique communication needs; exercising choice and control; as well as the implementation of positive measures such as establishing trusting relationships, identifying what

makes the person feel safe, adjusting schedules and the physical or social environment, and addressing sensory needs.

- d. A behavioral support strategy shall never include prohibited measures including prone restraints; use of a manual restraint or mechanical restraint that has the potential to inhibit or restrict an individual's ability to breathe or that is medically contraindicated; use of a manual restraint or mechanical restraint that causes pain or harm to an individual; disabling an individual's communication device; denial of breakfast, lunch, dinner, snacks, or beverages (excluding denial of snacks or beverages for individual with primary polydipsia or a compulsive eating disorder that is based on specific medical treatment of the diagnosed condition and approved by the human rights committee); placing an individual in a room with no light; subjecting an individual to damaging or painful sound; application of electric shock to an individual's body (excluding electroconvulsive therapy described in behavior support rule; subjecting an individual to any humiliating or derogatory treatment; squirting an individual with any substance as an inducement or consequence for behavior; using any restrictive measure for punishment, retaliation, convenience for providers, or as a substitute for specialized services.
- e. Behavioral support strategies that includes restrictive measures shall promotes healing, recovery, and resilience; recognize the role environment has on behavior; capitalize on the individuals strengths; delineate restrictive measures to be implemented and who is responsible for implementation; specify steps to ensure safety for all; outline needed services and supports to assist individual in meeting court-ordered community controls as applicable; assist with coordination with outside community entities charged with individual's care, confinement, or reentry to the community;
- f. The focus of the behaviors support strategies with restrictive measures will be to reduce or eliminate the need for restrictive measures to ensure safety but assisting the individual to achieve outcomes and pursue interests. Therefore, the strategy shall describe tangible outcomes and goals including how progress towards the achievement of the outcomes and goals will be identified.
- g. A behavioral support strategy that includes chemical restraint, manual restraint, or time-out will specify when and how the provider will notify the individual's guardian when such restraint is used.
- h. When the individual and team believe restrictive measures are needed, the service and support administer shall follow and incorporate the

principles of person-centered planning and trauma informed care; seek input from persons with specialized expertise when needed; secure informed consent of the individual or the individual's guardian as applicable; and follow human rights committee submission requirements as well as ensure implementation of restrictive measure does not occur prior to obtaining required HRC approvals.

- i. Submission of behavior support strategies with restrictive measures to the human rights committee shall include a description of the strategy; justification for the proposed restrictive measure including the risk of harm and/or precisely defined pattern of behavior is very likely to result in risk of harm; or, when rights restriction is proposed, the risk of harm or how the individual's actions are very likely to result in the individual being the subject of legal sanction. Information about the nature and degree of risk.
  - ii. Submission of the Behavior Support Plans for Review. The Human Rights Committee meets as needed by typically monthly. Plans must be submitted to the HRC facilitator no later than one week prior to the scheduled meeting date.
- i. Ensure strategies with restrictive measures are reviewed at least every 90 days or more frequently when specified by human rights committee. This review will determine and document the effectiveness of the strategy and whether the strategy should be continued, discontinued, or revised.
- i. This review shall consider numeric data on the changes in the severity or frequency of behaviors; new skills that have been developed which have reduced or eliminated threats to safety; the individual's self-report of overall satisfaction in achieving desired outcomes and pursuing interests; observations by paid staff and/or natural supports; and when a manual restraint has been used in the past ninety calendar days, the review shall include seeking the perspective of the individual and at least one direct support professional involved in use of the manual restraint regarding the reason the manual restraint occurred and what could be done differently in the future to avoid manual restraint.
  - ii. A decision to continue the strategy shall be based on review of up-to-date information justifying the continuation of the strategy.

5.) Reconsideration of a medication initially presumed to not be a chemical restraint

When administration of a medication initially presumed to not be a chemical restraint as outlined in the behavior support rule results in a general or non-specific blunt suppression of behavior, the provider is to alert the individual's qualified intellectual disability professional or service and support administrator, as applicable. The qualified intellectual disability professional or the service and support administrator will ensure the prescriber of the medication and the individual's team are notified. The team will coordinate with the prescriber the best action necessary based on feedback from the prescriber.

When a medication (as originally administered or as adjusted) continues to cause a general or non-specific blunt suppression of behavior beyond thirty calendar days, the medication is to be regarded as a chemical restraint and submitted to the human rights committee in accordance with the behavior support rule.

6.) Implementation of behavior support strategies with restrictive measures

- a. Restrictive measures shall be implemented with sufficient safeguards and supervision to ensure the health rights of individuals.
- b. Each person implementing behavioral support strategy with restrictive measures shall successfully complete training in the strategy prior to serving the individual.
- c. After each incidence of manual restraint, a provider shall take any measure necessary to ensure the safety and wellbeing of the individual who was restrained, individuals who witnessed the manual restraint, and staff and minimize traumas for all involved.
- d. Each provider shall maintain a record of the date, time, duration, and antecedent factors regarding each use of a restrictive measure other than a restrictive measure that is not based on antecedent factors (e.g., bed alarm or locked cabinet). The record for each event of a manual restraint or a mechanical restraint will include the duration. The provider shall share the record with the individual or the individual's guardian, as applicable, and the individual's team whenever the individual's behavior support strategy is being reviewed or reconsidered.

7.) Establishment of Human Rights Committee (HRC)

- a. The human rights committee shall be comprised of at least four persons; include at least one individual who receives or is eligible to receive



specialized services; include qualified persons who have either experience or training in contemporary practices for behavioral support; and reflect a balance of representatives from each of the following two groups:

- i. Individuals who receive or are eligible to receive specialized services or family members or guardians of individuals who receive or are eligible to receive specialized services; and
- ii. County boards, intermediate care facilities for individuals with intellectual disabilities or other providers or other professionals.

b. Role of HRC Facilitator and HRC Chair

**Role of HRC Facilitator.**

- i. Collects packets prior to the scheduled meetings
- ii. Maintains a log of cases reviewed and dates of the review
- iii. Maintains copies of the program and signature sheets
- iv. Sends the original approval form through the mail or email to the provider of BSS services
- v. Facilitates the process of keeping the meeting on track
- vi. Sets up meeting dates and place
- vii. Ensures that the signature sheet is signed and records comments from the group
- viii. The HRC facilitator will set an agenda for the behavior support committee meetings and notify members of the committee where and when the meeting will be held.

**HRC Chairperson Role.** The role of the HRC Chair is to assemble the committee, provide oversight such as ensures committee members understand their task or clarifies the behavior support rule. In addition they will:

- i. Fulfill the role of either qualified person in contemporary behavior support practices or provider.
  - ii. During the meeting, the Chair will facilitate committee discussion regarding each presented behavior support strategy with restrictive measures and ensures appropriate group discussion.
- c. Upon the conclusion of the committee discussion, the HRC Chair gains consensus from the committee on approval, rejection, or reauthorization of the behavior support strategy with restrictive measures.
  - d. All information and documents provided to the human rights committee and all discussions of the committee shall be confidential and shall not be

shared or discussed with anyone other than the individual and his or her guardian and the individual's team.

- i. Members of the human rights committee shall receive department approved training within three months of appointment to the committee including rights of individuals; person-centered planning; informed consent; confidentiality; and the requirements of the rule.
- ii. Annual training of human rights committee members shall be department approved training.

#### 8.) HRC Review of behavior support strategies that include restrictive measures

There are two distinct processes for review of behavioral support strategies that include restrictive measures based on the nature of the request:

#### **Emergency Request**

- a. An emergency request for a behavioral support strategy that includes restrictive measures shall consist of:
  - i. A description of the restrictive measure to be implemented;
  - ii. Documentation of risk of harm or legal sanction which demonstrates the situation is an emergency;
  - iii. A description of positive measures that have been implemented and proved ineffective or infeasible;
  - iv. Any medical contraindications; and
  - v. Informed consent by the individual or the individual's guardian as applicable.
- b. Prior to implementation of a behavior support strategy submitted via the emergency request process, the strategy must be approved by:
  - i. A quorum of members of the human rights committee in accordance with 42 C.F.R. 483.440 as in effect on the effective date of the rule for an individual who resides in an intermediate care facility for individuals with intellectual disabilities; or
  - ii. The superintendent of the county board or the superintendent's designee for an individual who does not reside in an intermediate care facility for individuals with intellectual disabilities.
- c. A behavior support strategy approved via emergency request process may be in place for a period not to exceed forty-five calendar days. Continuation of the strategy beyond the initial forty-five calendar days

requires approval by the human rights committee in accordance with the process for a routine request described in paragraph (H) (2) of the rule.

## **B. Routine Request**

- a. Absent an emergency, a human rights committee shall review a request to implement a behavioral support strategy that includes restrictive measures.
- b. An individual or the individual's guardian, as applicable, is to be
  - i. notified at least seventy-two hours in advance of the date, time, and location of the human rights committee meeting at which the individual's behavioral support strategy will be reviewed. The individual or guardian has the right to attend to present related information in advance of the human rights committee commencing its review.
- c. In its review of an individual's behavior support strategy, the human rights committee is to:
  - i. Ensure that a Quorum has been met. For the purposes of this committee, a quorum is at least three people present on the day of the committee meeting. A quorum is required to review and approve behavior support strategies.

If a particular committee member demonstrates a consistent inability to attend committee meetings, the HRC Chair/Facilitator would meet with the member to discuss their ability to fulfill their commitment and, if necessary, be replaced.

- ii. Ensure Majority Vote criteria is met. When all HRC members are present, a majority vote shall be sufficient for HRC approval. The dissenting member should note the reason for their decision in writing on the agenda. HRC should then decide the length of time that HRC approval is being granted given that not all members agreed. If a quorum is present but not all wish to grant HRC approval, HRC should determine if approval should be granted temporarily until the full committee are present and can review. The ISP team submitting the request for HRC approval should be informed of the concerns so that additional data can be submitted if HRC temporarily grants approval until the next full committee.
  - iii. Ensure that the planning process outlined in the rule has been followed and that the individual or the individual's guardian, as applicable, has provided informed consent.

- iv. Ensure that the proposed restrictive measures are necessary to reduce risk of harm or likelihood of legal sanction.
  - v. When indicated, seek input from persons with specialized expertise to address an individual's specific support needs.
  - vi. Ensure that the overall outcome of the behavior support strategy promotes the physical, emotional, and psychological wellbeing of the individual while reducing risk of harm or likelihood of legal sanction.
  - vii. Ensure that a restrictive measure is temporary in nature and occurs only in specifically-defined situations based on:
    - A. restraint, or time-out;
    - B. Risk of harm or an individual's engagement in a precisely-defined pattern of behavior that is very likely to result in risk of harm for chemical restraint; or
    - C. Risk of harm or likelihood of Risk of harm for manual restraint, mechanical legal sanction for a rights restriction
  - viii. Verify that any behavioral support strategy that includes restrictive measures also incorporates positive measures designed to enable the individual to feel safe, respected, and valued while emphasizing choice, self-determination, and an improved quality of life.
  - ix. Determine the period of time for which a restrictive measure is appropriate and may approve a strategy that includes restrictive measures for any number of days not to exceed three hundred sixty-five.
  - x. Approve in whole or in part, reject in whole or in part, monitor, and when indicated, reauthorize behavioral support strategies that include restrictive measures.
  - xi. Communicate the committee's determination including an explanation of its rejection of a strategy in writing to the qualified intellectual disability professional or service and support administrator that submitted the request for approval.
- d. The qualified intellectual disabilities professional or service and support administrator shall communicate in writing to the individual or the individual's guardian, as applicable, the determination of the human rights committee including an explanation of rejection of a strategy as well as the individual's or guardian's right to seek reconsideration when the human rights committee rejects a strategy.
  - e. An individual or the individual's guardian, as applicable, may seek reconsideration of rejection by the human rights committee of a strategy that includes restrictive measures by submitting the request for reconsideration with additional information provided as rationale for the request the qualified intellectual disability professional or service and support administrator, as applicable, in writing within fourteen calendar

days of being informed of the rejection. The qualified intellectual disability professional or services and support administrator is to forward the request to the human rights committee within seventy-two hours. The human rights committee will consider the request for reconsideration and respond in writing to the individual or guardian within fourteen days of receiving the request.

- f. An individual who resides in an intermediate care facility for individuals with intellectual disabilities or the individual's guardian, as applicable, may appeal to the facility's specially constituted committee in accordance with the facility's procedure if the individual or guardian, as applicable, is dissatisfied with the strategy or the process used for the development of the strategy.
- g. An individual who does not reside in an intermediate care facility for individuals with intellectual disabilities or the individual's guardian, as applicable, may seek administrative resolution in accordance with rule 5123-4-04 of the Administrative Code if the individual or guardian is dissatisfied with the strategy or process used for development of the strategy.

9. Use of a restrictive measure without prior approval

A. Nothing in this procedure or the behavior support rule shall be construed to prohibit or prevent any person from intervening in a crisis as necessary to ensure a person's immediate health and safety. Use of a restrictive measure, including use of a restrictive measure in a crisis without prior HRC approval in shall be reported as an "unapproved behavior support."

10. Completion of DODD's Restrictive Measure Notification

After securing HRC or Emergency approval and prior to implementation of a behavioral support strategy that includes restrictive measures, DODD's restrictive measure notification will be completed. The restrictive measure notification will also be completed when and when a restrictive measure is discontinued,

Trends and patterns related to the use of Unapproved Behavior Supports will be monitored by the team. When a trend or pattern in the use of Unapproved Behavior Supports is noted, the team will hold a meeting to determine needed changes to the individual service plan.

11. Analysis of behavior support strategies that include restrictive measures

Annually, HRC data will be compiled and analyzed from the DODD restrictive measure notification application regarding behavior support strategies that include restrictive measures. After compiling and analyzing this data, the board will furnish the data and analyses to the human rights committee by March fifteenth of each year for the preceding calendar year. This data should include all rule requirements as well as an in-depth review and analysis of either trends and patterns regarding strategies that include restrictive measures for purposes of determining methods for enhancing risk reduction efforts and outcomes, reducing frequency of restrictive measures, and identifying technical assistance and training needs; or a sample of implemented strategies that include restrictive measures for purposes of ensuring that strategies are developed, implemented, documented, and monitored in accordance with the rule.

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-94(A)**

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

- Mini Refrigerator

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	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, 09/21/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-95(A)**

BE IT RESOLVED to approve the attached Payroll Authorization Form for Geauga DD, listing the accounts specified and approved staff.

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

MOTION: *Mr. Janson*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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

*Jana Janson*  
\_\_\_\_\_  
BOARD PRESIDENT, 09/21/22





**Auditor**  
**Charles E. Walder**  
*Chief Fiscal Officer*

## Payroll Authorization Form

The following individuals are authorized to approve payroll and status change forms (please include the names of the department head, as applicable). Any person authorized to sign the name of the department head should be listed also.

Department: Geauga County Board of DD  
Fund or Funds: 2027

<u>Name (print)</u>	<u>Title</u>	<u>Signature</u>
<u>Donald Rice, II</u>	<u>Superintendent</u>	<u>[Signature]</u>
<u>David Carlson</u>	<u>Director of Business</u>	<u>[Signature]</u>
<u>Janice Chesnes</u>	<u>HR Coordinator</u>	<u>[Signature]</u>
<u>Rean Davis</u>	<u>Fiscal Coordinator</u>	<u>[Signature]</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

\*Authorized by: Laura Janson  
(Print)  
[Signature]  
(Signature)

Date: 9-21-22

\* May only be signed by Elected Officials or Board President.

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-96(A)**

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

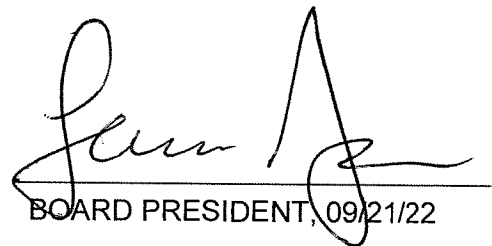
MOTION: Mrs. Janson

SECOND: Mr. Keiper

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 09/21/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-97(A)**

WHEREAS, the Geauga County Board of Developmental Disabilities has been informed by the Geauga County Commissioners' Office that no Workers' Compensation expenditures will occur in the calendar year 2022 due to the State of Ohio's Workers' Compensation rebate program; and

WHEREAS, the Geauga County Board of Developmental Disabilities has authority to re-appropriate these funds for other purposes.

NOW, THEREFORE, BE IT RESOLVED to complete an Appropriation Transfer of \$110,000 from General Operating, Workers' Compensation (2027-056-02-505) to General Operating, Salary (2027-056-00-501).

BE IT FURTHER RESOLVED to complete an Appropriation Transfer of \$20,000 from General Operating, Workers' Compensation (2027-056-02-505) to General Operating, PERS (2027-056-00-504).

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

MOTION: Mr. Lair

SECOND: Mrs. Keiper

DISCUSSION:

ROLL CALL:

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

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BOARD PRESIDENT, 09/21/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 21, 2022

**Resolution: 22-98(A)**

BE IT RESOLVED to approve a bonus to all full-time employees in the amount of \$ 2000.00.

BE IT FURTHER RESOLVED to approve a bonus to all part-time employees in the amount of \$ 1000.00.

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

MOTION: Jackson

SECOND: Suttell

DISCUSSION:

ROLL CALL:

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

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BOARD PRESIDENT, 09/21/22