

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

Board Meeting Agenda

June 15, 2022

I. Call to Order and Roll Call:

- a. Roll Call 2022 Board
- b. Approval of May 2022 Minutes

II. Financial:

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

III. Board Status Reports:

IV. Program Reports:

V. New Business:

- a. Approvals:
 - i. Cash Transfer
 - ii. Supplemental Appropriation
 - 1. Community Outreach
 - iii. Grants:
 - 1. Fuel Support Grants
 - 2. Access Supportive Services
 - iv. Contracts:
 - 1. A1 Transportation
 - 2. Sydnie Krause
 - v. Disposal Of Assets
 - vi. Cancel August Meeting
 - vii. ICF Well
- b. Issues:
 - i. ICF Well

VI. General Announcements:

VII. Other Business – comments from the floor:

VIII. Executive Session:

- a. ORC 121.22(G)(3) Prepare for disputes involving the public body that are the subject of pending or imminent court action, and;
- b. ORC 121.22(G)(1) To consider the employment and compensation of a public employee.

IX. Adjournment

Next Board Meeting: July 20, 2022

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

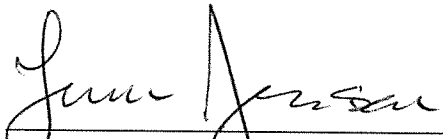
June 15, 2022

June 15, 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>			


BOARD PRESIDENT, 06/15/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-59(A)

BE IT RESOLVED to approve the attached minutes of the May 18, 2022, Board Meeting.

MOTION: *Mr. Lair*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

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

Juan Janson

BOARD PRESIDENT, 06/15/22

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

BOARD MINUTES

May 18, 2022

Board Members Present

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

Administration

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

Board Members Absent

Richard Suttell

I. Call to Order:

- a. Roll Call 2022 Board:
A call of the roll indicated that all Board Members were present in person except Mr. Suttell. 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 22-48(A) to approve the minutes for the April 20, 2022, meeting. This resolution was approved.
- c. Approval of Donations:
Mrs. Tvergyak-Oznowich introduced Resolution 22-03(D) approving donations to the program. This resolution was accepted and approved.
- d. Confirmation of Personnel Actions:
There were no personnel actions.

II. Financial

- a. Financial Statement Review:
Mr. Carlson provided a review of financial statements of all funds for the time period processed.
- b. Ethics Recommendations:
Mrs. Tvergyak-Oznowich introduced Resolution 22-49(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 22-07(B) detailing financial transactions and Resolution 22-08(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. Carlson gave a report on PR and Grant reports, Mr. Rice reviewed reports from GCBDD programs; also, Maple Leaf Community Residences, and Metzenbaum Foundation.

V. New Business:

- a. Approvals:
 - i. Supplemental Appropriation:
Mrs. Tvergyak-Oznowich introduced Resolution 22-50(A) approving a Supplemental Appropriation covering ODE obligations, grant needs, and service contracts. This resolution was approved.

- ii. Supplemental Appropriation:
Mrs. Tvergyak-Oznowich introduced Resolution 22-51(A) approving a Supplemental Appropriation covering projected fuel costs. This resolution was approved.
 - iii. LFSA Black Eagle Moving Company:
Mrs. Tvergyak-Oznowich introduced Resolution 22-52(A) approving a Locally Funded Services Agreement with Black Eagle Moving Company. This resolution was approved.
 - iv. LFSA First Alliance Medical Transport:
Mrs. Tvergyak-Oznowich introduced Resolution 22-53(A) approving a Locally Funded Services Agreement with First Alliance Medical Transport. This resolution was approved.
 - v. LGCA Renewal:
Mrs. Tvergyak-Oznowich introduced Resolution 22-54(A) approving an agreement with LGCA for continued IT services. This resolution was approved.
 - vi. KAB Consulting:
Mrs. Tvergyak-Oznowich introduced Resolution 22-55(A) approving an agreement with KAB Consulting for medical trainings and related services. This resolution was approved:
 - vii. Grant ABC SLS Inc.:
Mrs. Tvergyak-Oznowich introduced Resolution 22-56(A) approving a grant request made by ABC SLS Inc. towards the purchase of a transit van. This resolution was approved.
 - viii. Grant Access Supportive Services:
Mrs. Tvergyak-Oznowich introduced Resolution 22-57(A) approving a grant request made by Access Supportive Services towards the purchase of a transit van. This resolution was approved.
- b. Issues
- i. DSP Gift Cards:
Mr. Rice briefly shared with the Board the positive reaction of the gift cards sent out to the DSP's.

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 22-58(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

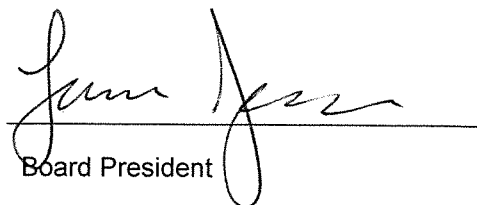
The Next Board meeting will be June 15, 2022.

Submitted:



Donald L. Rice II, Superintendent

Approval:



Board President

Geauga County Board of DD Revenue and Expense Report

5/1/2022-5/31/2022

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
REVENUE						
401	Property and Other Taxes	11,061,990.00	.00	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	82,004.10	462,887.31	77,112.69	86%
413	State Revenues	600,000.00	38,835.69	403,769.41	196,230.59	67%
420	Fees	685,000.00	70,298.34	345,586.53	339,413.47	50%
450	Interest	200.00	.00	144.62	55.38	72%
451	Donations	.00	578.56	21,809.31	(21,809.31)	--
452	Other Revenue	10,000.00	258.91	358,016.54	(348,016.54)	3580%
		\$14,112,332.00	\$191,975.60	\$8,347,691.41	\$5,764,640.59	59%

EXPENSE

501	Salaries	3,284,000.00	245,214.98	1,230,214.00	2,053,786.00	37%
502	Medicare	50,000.00	3,468.29	17,406.52	32,593.48	35%
503	Hospitalization	730,000.00	59,528.82	291,834.38	438,165.62	40%
504	OPERS	444,000.00	49,823.26	179,241.96	264,758.04	40%
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	1,147.07	5,819.74	10,180.26	36%
601	Contract Services	969,934.74	44,491.98	239,956.89	729,977.85	25%
701	Materials and Supplies	610,907.59	43,381.01	188,103.74	422,803.85	31%
801	Equipment	191,001.07	2,705.78	71,143.73	119,857.34	37%
901	Other	340,750.35	353.51	131,808.45	208,941.90	39%
902	Travel	105,303.00	3,724.21	18,411.15	86,891.85	17%
903	Advertising	34,700.73	.00	4,492.51	30,208.22	13%
601	Res Svc (2063) Contract Services	10,951,426.86	277,742.92	3,322,730.00	7,628,696.86	30%
601	Capital (4023) Contract Services	673,009.25	8,363.00	80,558.95	592,450.30	12%
901	Donation (2058) Other Expenses	18,437.26	29.99	2,715.79	15,721.47	15%
		\$18,569,470.85	\$739,974.82	\$5,784,437.81	\$12,785,033.04	31%

INTERFUND TRANSFERS

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

June 15, 2022

Resolution: 22-60(A)

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

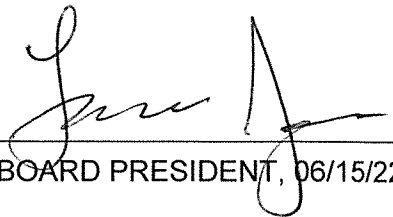
BE IT FURTHER RESOLVED that upon review, it was found that payments do not present a conflict of interests and no violation of the ethics rule was determined to have occurred.

MOTION: *Mr. Lair*
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 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, 06/15/22

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 22 - 9 (B) Financial Transactions May, 2022

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated June 16th, 2022 approved the following purchase order certifications and financial transactions for the General Operating, Donation, Residential, and Construction Funds (accounts with no activity not shown).

Operating Fund (2027)

Payroll and Related Encumbrances:

Account	Amount
501 - Salaries	\$ 245,214.98
502 - Medicare	\$ 3,468.29
504 - PERS	\$ 49,823.26
505 - Workers Comp	\$ -
506 - Unemployment	\$ -
507 - STRS	\$ 1,147.07
	<u>\$ 299,653.60</u>

Pay Dates: 5/6/22,5/20/22

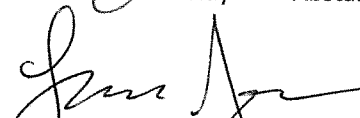
Purchase Orders:

Vendor	Fund	Amount	Description	PO Number
A BETTER CHOICE SLS INC	2063	\$ 86,112.00	Grant Agreement-Van Purchase	2022-00002730
BLACK EAGLE MOVING COMPANY	2063	\$ 10,000.00	Transportation Status	2022-00002726
DELL MARKETING LP	2027	\$ 17,385.00	15-Dell Latitude 7420 Replacement Computers	2022-00002737
ESC OF THE WESTERN RESERVE	2027	\$ 97,708.00	Annual IT Support Contract	2022-00002727
FIRST ALLIANCE MEDICAL TRANSPORT COM	2063	\$ 5,000.00	Transportation Status	2022-00002729
JOHNSON CONTROLS INC	2027	\$ 5,228.30	New Door Reader Install/Relocation	2022-00002626
LANWAN SOLUTIONS	2027	\$ 5,280.00	Azure Information Protection Installation	2022-00002693
MERITECH INC	2027	\$ 1,195.00	Kyocera ECO M3645idn B/W Digital Imaging	2022-00002712
MEYER DESIGN INC	4023	\$ 394,775.00	Playground Construction	2022-00002540
OPEN SYSTEMS OF CLEVELAND, INC	2027	\$ 1,440.00	Azure Information Protection Premium P1 for Government	2022-00002621
PORTMAN ELECTRIC INC	2027	\$ 5,800.00	Board Room-Electrical Work	2022-00002615
		<u>\$ 629,923.30</u>		

Motion: *Mrs. Janson*
 Second: *Mr. Suttell*
 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

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 22 - 10 (B) Voucher Approval - May, 2022

BE IT RESOLVED to confirm the payment of Voucher Schedule **22 - 10 - O** with expenditures totaling **154,185.31**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 05/01/22	PERIOD 5/1/2022-5/31/2022	YTD		
503 Hospitalization	730,000.00	232,305.56	59,528.82	291,834.38	438,165.62	40%
601 Contract Services	969,934.74	195,464.91	44,491.98	239,956.89	729,977.85	25%
701 Materials and Supplies	610,907.59	144,722.73	43,381.01	188,103.74	422,803.85	31%
801 Equipment	191,001.07	68,437.95	2,705.78	71,143.73	119,857.34	37%
901 Other	340,750.35	32,125.36	353.51	32,478.87	308,271.48	10%
902 Travel	105,303.00	14,686.94	3,724.21	18,411.15	86,891.85	17%
903 Advertising	34,700.73	4,492.51	-	4,492.51	30,208.22	13%
999 Transfers Out	10,000,000.00	5,500,000.00	-	5,500,000.00	4,500,000.00	55%
TOTAL	12,982,597.48	6,192,235.96	154,185.31	6,346,421.27	6,636,176.21	49%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 10 - D** with expenditures totaling **29.99**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 05/01/22	PERIOD 5/1/2022-5/31/2022	YTD		
901 Other Expenses	18,437.26	2,685.80	29.99	2,715.79	15,721.47	15%
TOTAL	18,437.26	2,685.80	29.99	2,715.79	15,721.47	15%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 10 - R** with expenditures totaling **277,742.92**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 05/01/22	PERIOD 5/1/2022-5/31/2022	YTD		
601 Service Contracts	10,951,426.86	3,044,987.08	277,742.92	3,322,730.00	7,628,696.86	30%
TOTAL	10,951,426.86	3,044,987.08	277,742.92	3,322,730.00	7,628,696.86	30%

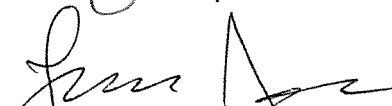
BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 10 - C** with expenditures totaling **8,363.00**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 05/01/22	PERIOD 5/1/2022-5/31/2022	YTD		
601 Service Contracts	673,009.25	72,195.95	8,363.00	80,558.95	592,450.30	12%
TOTAL	673,009.25	72,195.95	8,363.00	80,558.95	592,450.30	12%

Motion: *Mr. Lair*
 Second: *Mr. Suttell*
 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

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-61(A)

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

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

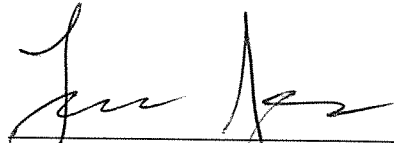
MOTION: Mrs. Keiper

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, 06/15/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-62(A)

BE IT RESOLVED to approve a Supplemental Appropriation of \$20,000 to the Donation Fund- Other account (2058-056-00-901). This action will cover anticipated community outreach expenses for calendar year 2022.

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

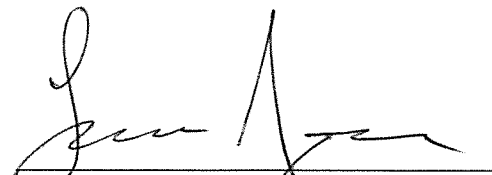
MOTION: *Mr. Jackson*

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 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, 06/15/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-63(A)

WHEREAS, average fuel costs in Ohio have risen by 71% over the past year according to AAA as of 6/8/22;

WHEREAS, providers of transportation services are reimbursed at a fixed rate without consideration of fuel costs;

WHEREAS, providers of transportation services are a vital link for people with developmental disabilities to live, learn, and earn in our community;

NOW THEREFORE BE IT RESOLVED to approve up to \$40,000 in fuel support grants to providers of transportation services.

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

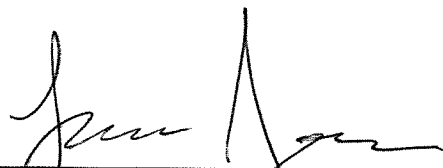
MOTION: *Mr. Lair*

SECOND: *Mr. Suttell*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	Mr. Jackson	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain
Mr. Suttell	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	Mr. Miller	<input 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, 06/15/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-64(A)

BE IT RESOLVED to approve the attached grant agreement with Access Supportive Services in an amount not to exceed \$12,000 to partially fund operating expenses associated with supporting an individual for whom intensive services are required 24 hours per day, 7 days per week.

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

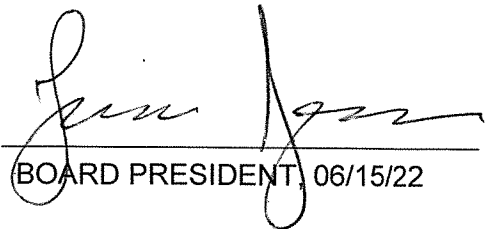
MOTION: Mrs. Keiper

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 06/15/22

Grant Agreement

This grant agreement is initiated on the 15th day of June, 2022, between the **Geauga County Board of Developmental Disabilities (GCBDD)** of 8200 Cedar Rd., Chesterland, OH 44026 and **Access Supportive Services, Inc. (grantee)** of 11619 Continental, Cleveland OH 44120, 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 \$12,000. The grant period will run from June 15, 2022 through June 14, 2025, and the award will be made in a single payment upon the execution of this agreement.

- The purpose of this award is to partially fund operating expenses associated with supporting an individual for whom intensive services are required 24 hours per day, 7 days per week.
- The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record to GCBDD when the funds are fully expended.
- The grantee further agrees that receipt of this award is conditional on continued service provision to this particular GCBDD client for a period of three (3) years, beginning on the date of this agreement. In the event the grantee initiates termination of services to this particular client, the award will be re-paid to GCBDD on the following pro-rated basis within 60 days of last date of service:

Last Date of Service to GCBDD Client	Repayment Amount
6/15/22 to 6/14/23	\$12,000
6/15/23 to 6/14/24	\$8,000
6/15/24 to 6/14/25	\$4,000

- In the event services are terminated by anyone other than the grantee, no repayment is required.
- The grantee will further provide updates to GCBDD as the grant period progresses and agrees to have meetings with GCBDD representatives upon request. Grantee will provide financial documentation to GCBDD upon request.

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Tameka Jackson
Access Supportive Services, Inc.

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-65(A)

BE IT RESOLVED to approve the attached agreement with A1 Transportation Solutions LLC for transportation services, in an amount not to exceed \$5,000.

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

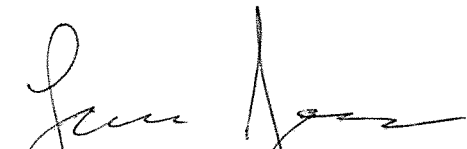
MOTION: *Mr. Lair*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	Mr. Jackson	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain
Mr. Suttell	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	Mr. Miller	<input 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, 06/15/22

LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between **A1 Transportation Solutions LLC (Provider)**, and the **Geauga County Board of Developmental Disabilities (Board)**.

1.) TERM

This Agreement shall be effective **6/13/2022** 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

A1 Transportation Solutions LLC
5573 Mayfield Rd
Cleveland Oh, 44124
ATTN: Don Wayne Darrington

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Don Wayne Darrington
A1 Transportation Solutions LLC
Approved to Form

Date

Sheila Salem, Assistant Prosecuting Attorney

Date

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 13th day of June, 2022, by and between A1 Transportation Solutions LLC (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect throughout the duration of the Service Contract.

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

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

1. Definitions

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

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed

to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.

3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA privacy rules applicable to covered entities and business associates, and as follows:
 - a. To complete the functions as listed in the Service Contract.
 - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
 - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
5. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
6. The Business Associate shall establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall conform to the requirements set for in applicable law for security of PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
7. The Business Associate shall immediately report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:

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

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

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

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

To the Business Associate: **A1 Transportation Solutions LLC**
5573 Mayfield Rd
Cleveland Oh, 44124
Don Wayne Darrington

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

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

Date

Contractor:

Signature

Date

Print name

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-66(A)

BE IT RESOLVED to approve the attached agreement with Sydnie Krause for transportation services, in an amount not to exceed \$10,000.

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

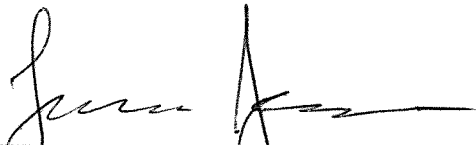
MOTION: *Mr. Lair*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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



BOARD PRESIDENT, 06/15/22

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective **6/13/2022** 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 **\$10,000.00** 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

Sydney Krause
12412 Banger Ave.
Garfield Heights Oh 44125
ATTN: Sydney Krause

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Sydnie Krause
Sydnie Krause
Approved to Form

Date

Sheila Salem, Assistant Prosecuting Attorney

Date

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 13th day of June, 2022, by and between Sydnie Krause (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: **Sydney Krause**
12412 Banger Ave.
Garfield Heights Oh 44125
Sydney Krause

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

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

Date

Contractor:

Signature

Date

Print name

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-67(A)

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

- Chime Tree
- Electric Keyboard
- Drum
- Guitar
- Xylophone

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

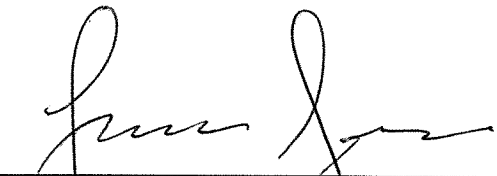
MOTION: *Mrs. Keiper*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<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 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, 06/15/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-68(A)

BE IT RESOLVED to approve cancelling the scheduled Board meeting on August 17, 2022, at 6pm.

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

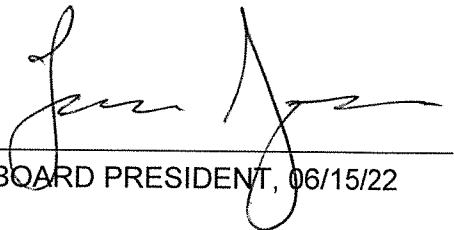
MOTION: *Mr. Lair*

SECOND: *Mr. Suttell*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	Mr. Jackson	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain
Mr. Suttell	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	Mr. Miller	<input 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, 06/15/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-69(A)

BE IT RESOLVED to request the Geauga County Commissioners transfer ICF Houses A and B to the control of the Mental Health Board as soon as;

- The Mental Health Board has an administration in place, and;
- The EPA allows Geauga DD to hook up ICF Houses C and D to the second well when it becomes operational.

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

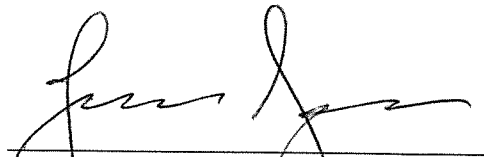
MOTION: *Mr. Jackson*

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 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, 06/15/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-70(A)

BE IT RESOLVED to adjourn into Executive Session pursuant of:

- ORC 121.22(G)(3) Prepare for disputes involving the public body that are the subject of pending or imminent court action, and;
- ORC 121.22(G)(1) To consider the employment and compensation of a public employee.

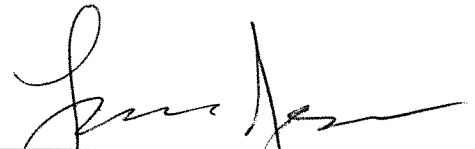
MOTION: *Mr. Lair*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 06/15/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 15, 2022

Resolution: 22-71(A)

Attached

BE IT RESOLVED to approve the ~~following~~ contract with the Geauga County Board of Developmental Disabilities Superintendent.

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

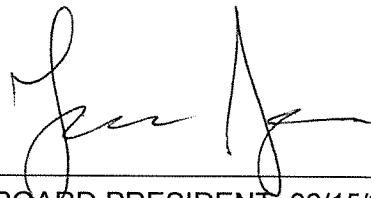
MOTION: *Dave Lair*

SECOND: *Dick 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 type="radio"/> Yes	<input type="radio"/> No	<input checked="" 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, 06/15/22

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

SUPERINTENDENT CONTRACT FOR EMPLOYMENT

<i>Name:</i>	Donald L. Rice, II		
<i>Position:</i>	Superintendent		
<i>Classification:</i>	Administration		
<i>Supervisor:</i>	Board		
<i>Date of Hire:</i>	9/25/2006	<i>Days/hours per year:</i>	Minimum of 40 hrs per week
<i>Date Appointed to position:</i>	9/25/2006		
<i>Dates of contract:</i>	PP #17 2022 - PP #16 2027	<i>Annual Wage:</i>	\$130,000.00 1st year
<i>Type of Contract:</i>	Limited	<i>Per Diem:</i>	\$500.00
<i>Contract Length:</i>	Five (5) years		

This employment contract is entered into by and between the Geauga County Board of Developmental Disabilities, herein after called the Board, and Donald L. Rice, II, for the position of Superintendent. The Board and the Superintendent, for the consideration herein specified, agree as follows:

I. TERM OF CONTRACT

It is of limited duration and is renewable at the discretion of the Board. This is a multi-year contract, and the dates of the contract are listed above. During the term of this contract the Superintendent shall retain employment unless removed pursuant to ORC 5126.23. Each year will begin on Payroll Period #17 unless mutually adjusted by both parties. It is understood by the Board and the Superintendent that the Superintendent is exempt from the Ohio Department of Administrative Services (OAS) and the State Personnel Board of Review (SPBR).

II. PROFESSIONAL CERTIFICATION

Subject to the provisions of R.C. Sec. 5126.25, the Superintendent shall maintain and shall furnish to the Board evidence of his maintaining, throughout the life of this contract, all certificates or license required for the position, if any, as required by the laws and rules of the State of Ohio or regulations adopted by the Ohio Department of Developmental Disabilities.

III. DUTIES

The Superintendent shall faithfully perform the usual and customary duties of the position, including but not limited to the duties specified in the job description for the position, as it may be amended at the Board's discretion from time to time during the term of this contract. Such job description for this position is located in the Superintendent's personnel file and is hereby incorporated in this contract by reference as if fully restated herein. The Superintendent agrees to devote his time, skills, labor and attention to said employment during the term of this contract. He agrees to avoid engaging in other income-producing activities that interferes with the performance of responsibilities related to this contact. The Superintendent's duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours.

The Superintendent shall at all times be responsible for the operation and administration of the Board's Programs, subject to the supervision of the Board and applicable laws of the State of Ohio. His duties shall be directed by the Board and except as otherwise modified by this contract; the Superintendent and Board mutually agree to be bound by official Board policies.

IV. COMPENSATION

A. SALARY

The Superintendent shall be paid at an annual rate as stated above during the first year of this contract. Annual salary will be paid in biweekly installments in accordance with Board policy. Salary increases and/or revised compensations for each year of the contract will be determined by the Board, with the previous year's salary being the base starting point. These salary amounts will be based upon the effectiveness of the Superintendent's performance and articulated in the annual performance review. Factors to consider in determining the salary should include but not be limited to what salary is being paid to other employees, the inflation rate, results from the most current salary survey conducted by OACB, and other Geauga County employee salaries.

Said salary shall be subject to any deductions as may be required by law and/or specified by the Board or requested by the Superintendent during the term of this contract. The Board may increase the salary of the Superintendent during the term of this contract, but in no event shall the Superintendent's salary be reduced unless the reduction is part of a uniform plan affecting all employees of the Board. If an adjustment in salary is made during the term of the contract, all other provisions of this contract, including its termination date, shall remain as stated herein. The Superintendent shall be notified regarding his salary prior to the anniversary date of the contact year.

Upon the request of the Superintendent, the Board shall withhold and transfer a portion of this salary to a tax-deferred annuity program of the Superintendent's choosing.

B. Sick Leave:

The Superintendent shall be entitled to the use and accumulation of sick leave in accordance with Board policy.

C. Vacation:

The Superintendent shall be entitled to the use of vacation leave in accordance with Board policy. The Superintendent shall be granted a total of 30 days of vacation per contract year.

D. Personal Leave:

The Superintendent shall be entitled to the use of personal leave in accordance with Board policy. The Superintendent shall be granted a total of eight days of personal leave per contract year.

E. Public Employment Retirement System:

The Superintendent shall be eligible to participate in the Public Employees Retirement System ("OPERS") and shall pay the Superintendents contributions to OPERS in accordance with Ohio law. The Superintendent shall have the right, at his sole expense, to purchase credit earned as a result of military or prior service.

F. Holidays:

The Superintendent shall be entitled to the legal holidays off with pay as specified in the annual Board approved calendar. Days specified by the Board as holidays shall not be charged against accumulated vacation time or sick leave.

G. Medical Insurance:

The Superintendent shall be entitled to the same array of medical, dental, vision, and life coverage as all other employees, and shall bear the shared premiums, if any, as established by the Board.

H. Liability Insurance:

The Superintendent shall be provided, upon Board approval, and at Board expense, coverage under an insurance policy against claims or legal actions by others, including the cost of legal defense of such claims, for claimed negligence in the performance of his duties.

I. Expense Reimbursement:

All expenses incurred by the Superintendent in the performance of his duties shall be reimbursed promptly by the Board upon presentation of a request for payment, with proper documentation. All such expense reimbursements shall be in accordance with established Board policy.

J. Professional Growth:

The Superintendent is encouraged to attend those professional meetings, as approved by the Board, which he deems appropriate, in order to gain knowledge valuable to Board-operated programs. The actual and necessary expenses of said attendance will be paid by the Board.

K. Transportation/Mileage:

The Superintendent will provide his own means of transportation while traveling in the performance of his duties. The Board will reimburse the Superintendent's mileage in accordance with established Board policy.

L. Paid Membership:

The Board will reimburse the Superintendent for professional membership dues, not to exceed \$500.00 per contract year.

V. PERFORMANCE EVALUATION

At least once annually on or before his anniversary date, the Board shall provide the Superintendent with a written evaluation of his performance. The Board and Superintendent shall discuss the evaluation, and any improvements in performance deemed to be desirable or necessary shall be noted in the evaluation as well as goals formulated to insure the Superintendent effective performance. Additional evaluations may be made if desired by the Board or requested by the Superintendent.

VI. NOTICE OF NON-RENEWAL

The Board and Superintendent agree to notify the other of an intention not to renew this contract of employment no less than 180 days prior to its expiration to be followed by a written notice of non-renewal no less than 90 days prior to its expiration. Such notices shall in no way terminate, abridge, or otherwise modify the mutual responsibilities of the parties under the terms of this contract unless such modifications are agreed to in writing by both parties. The failure of the Board to notify the Superintendent in writing, no later than 90

days prior to the expiration of the contract, of the Board's intent to not renew this contract will result in an extension of this contract for one year at the same salary plus any authorized salary increases after which this contract shall terminate.

VII. TERMINATION FOR CAUSE: Employee Discipline

The Superintendent may be removed, suspended, or demoted for cause pursuant to Sec. 5126.23 of the Ohio Revised Code. In the event the Superintendent is removed or demoted due to a criminal conviction, this contract shall terminate. In the event of any other termination for cause, the Superintendent will receive a severance equivalent to one year's salary and benefits.

The Superintendent shall not be terminated for good cause unless the Board follows the Progressive Discipline policy and procedure. A majority of the full Board must find clear and convincing evidence that good cause exists. The vote on the termination shall be taken only after the Superintendent has been afforded the rights of due process to include the examination of evidence, right to legal counsel, cross examination of witnesses, and an opportunity to submit evidence and testimony.

VIII. CONTINUATION - MODIFICATION

This contract shall be continued in force and extend through the dates listed in the chart above. Sections of this contract may be modified from time to time as may be mutually agreed to by the parties in writing.

IX. RESIDENCY REQUIREMENT

The Superintendent shall continue to reside in Geauga County.

X. GENERAL PROVISIONS

- A. Application of Board Policies: Except as otherwise modified by this contract, the Superintendent and the Board mutually agree to be bound by official Board policies. The Board further agrees not to apply policies to the Superintendent which are inconsistent with this contract.
- B. Application of the Ohio Revised Code: Notwithstanding the foregoing provisions of this contract, the parties agree to be bound by the Ohio Revised Code, as herein after amended, including but not limited to the provisions of Chapter 5126.
- C. Notices: Any notices to be given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at their last known address, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) days after mailing.
- D. Entire Agreement: This contract supersedes all other oral and written agreements between the parties with respect to the Board's employment of the Superintendent, and this contract contains all of the covenants and agreements between the parties with respect to such employment.
- E. Savings Clause: If any portion of this contract is deemed to be illegal due to conflict with State or Federal law, the remainder of the contract shall remain in full force and effect.

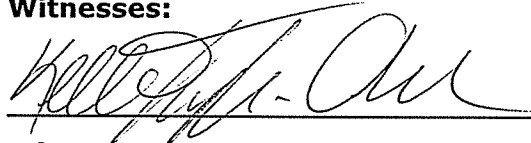
F. Board Approval: This contract is subject to approval by the Board.

XI. WAIVER

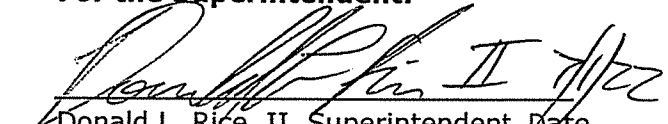
If either party waives a breach of this agreement by the other party, the waiver will not operate or be continued as a waiver of later similar breaches. The failure or delay of the Board to enforce any rights under this Contract does not affect the Board's right at a later time to enforce such rights.

IN WITNESS THEREOF, the parties have executed multiple counterparts of this Contract, each of which is deemed to be an original consisting of five (5) pages total, as of the date set forth below.


Witnesses:


Rocher miles

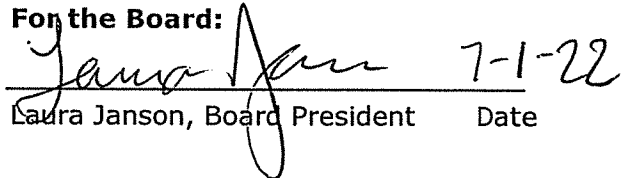
For the Superintendent:


Donald L. Rice, II, Superintendent Date

Witnesses:


Kym Carroll

For the Board:

 7-1-22
Laura Janson, Board President Date

This contract was approved by Resolution: 22-71 (A) of the Geauga County Board of Developmental Disabilities on June 15, 2022.