

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

Board Meeting Agenda

July 20, 2022

I. Call to Order and Roll Call:

- a. Roll Call 2022 Board
- b. Approval of June 2022 Minutes
- c. Donation Approval
- d. Resolutions of Appreciation

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. Then and Now
 - ii. NPower Services Grant Request
 - iii. PAR Sponsorship Request
 - iv. Rainbow Of Hope Grant Extension
 - v. Joseph DiMattia Agreement
 - vi. Kerry Banks Agreement
 - vii. Lisa Dietsche Agreement
 - viii. Policies and Procedures
- b. Issues:
 - i. No issues at this time

VI. General Announcements:

VII. Other Business – comments from the floor:

VIII. Executive Session:

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

IX. Adjournment

Next Board Meeting: September 21, 2022

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

July 20, 2022

July 20, 2022, Bd. Meeting

Roll Call: 2022 Board

ROLL CALL:

Mrs. Janson

Here

Absent

Mr. Jackson

Here

Absent

Mr. Suttell

Here

Absent

Mr. Miller

Here

Absent

Mrs. Keiper

Here

Absent

Mrs. Wilder

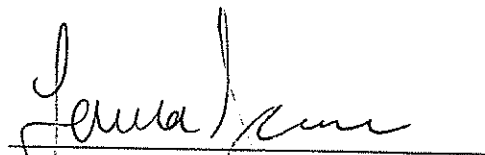
Here

Absent

Mr. Lair

Here

Absent


BOARD PRESIDENT, 07/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

July 20, 2022

Resolution: 22-72(A)

BE IT RESOLVED to approve the attached minutes of the June 15, 2022, Board meeting.

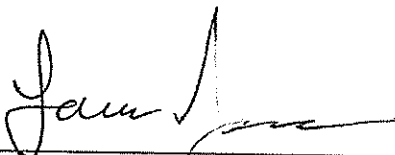
MOTION: Mrs. Janson

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, 07/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

BOARD MINUTES

June 15, 2022

Board Members Present

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

Administration

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

Board Members Absent

Martin Miller

I. Call to Order:

a. Roll Call 2022 Board:

A call of the roll indicated that all Board Members were present in person or Zoom except Mr. Miller. 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 22-59(A) to approve the minutes for the May 18, 2022, meeting. This resolution was approved.

c. Approval of Donations:

There were no donations to approve.

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 22-60(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 22-09(B) detailing financial transactions and Resolution 22-10(B) approving voucher schedules for the period indicated. These resolutions were approved.

III. Board Status Reports:

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

IV. Program Reports:

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

V. New Business:

a. Approvals:

- i. Cash Transfer:
Mrs. Tvergyak-Oznowich introduced Resolution 22-61(A) approving a Cash Transfer covering Medicaid Waiver Match obligations and other client services. This resolution was approved.
- ii. Supplemental Appropriation:
Mrs. Tvergyak-Oznowich introduced Resolution 22-62(A) approving a Supplemental Appropriation covering anticipated community outreach expenses. This resolution was approved.
- iii. Fuel Grant:
Mrs. Tvergyak-Oznowich introduced Resolution 22-63(A) approving a fuel support grant for providers of transportation services. This resolution was approved.
- iv. Access Supportive Services Grant:
Mrs. Tvergyak-Oznowich introduced Resolution 22-64(A) approving a grant agreement with Access Supportive Services for intensive services required 24 hours per day, 7 days per week. This resolution was approved.
- v. A1 Transportation Solutions Agreement:
Mrs. Tvergyak-Oznowich introduced Resolution 22-65(A) approving an agreement with A1 Transportation Solutions for transportation services. This resolution was approved.
- vi. Sydney Krause:
Mrs. Tvergyak-Oznowich introduced Resolution 22-66(A) approving an agreement with Sydney Krause for transportation services. This resolution was approved.
- vii. Disposal of Assets:
Mrs. Tvergyak-Oznowich introduced Resolution 22-67(A) approving a disposal of assets list due to items being unusable. This resolution was approved.
- viii. Canceled Board Meeting:
Mrs. Tvergyak-Oznowich introduced Resolution 22-68(A) approving the cancelation of the scheduled August 2022 Board meeting. This resolution was approved.
- ix. ICF Wells:
Mrs. Tvergyak-Oznowich introduced Resolution 22-69(A) approving the future transfer of ICF Houses A and B to the control of the Geauga Mental Health Board. This resolution was approved.

b. Issues

- i. ICF Well:
Mr. Rice discussed further with the Board the future plans of the ICF Houses.

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:

Mrs. Tvergyak-Oznowich introduced Resolution 22-70(A) approving to adjourn into Executive Session:

- a. Pursuant to ORC 121.22(G)(3) Prepare for disputes involving the public body that are the subject of pending or imminent court action, and;

- b. Pursuant to ORC 121.22 (G)(1) To consider the employment and compensation of a public employee ...

IX. Adjournment

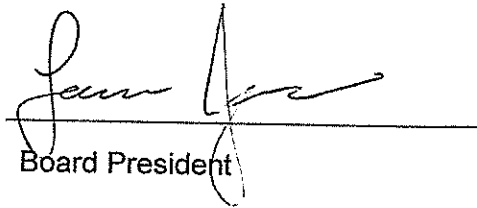
The Next Board meeting will be June 15, 2022.

Submitted:



Donald L. Rice II, Superintendent

Approval:


Board President

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

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

July 20, 2022


Resolution: 22-04(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
Pamela J. Hill	\$500.00	In memory of Shawna Hill for general use
Debbie Kukurza	\$50.00	In memory of Matt Buehner for general use
Lori Huber	\$50.00	In memory of Matt Buehner for general use
Bradley Kukurza	\$40.00	In memory of Matt Buehner for general use
Bunny & Norm Trepal	\$35.00	In memory of Matt Buehner for general use
Teresa Adamic	\$20.00	In memory of Matt Buehner for general use
Josephine Tusai	Pwr Scooter & charger	For general use
Connie Stewart	Grill	For general use

MOTION: *Mr. Lair*
 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, 07/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

July 20, 2022

Resolution: 22-73(A)

BE IT RESOLVED to approve the following Resolutions of Appreciation for supporting the Family Fun Fest on June 25, 2022:

- Balloon Artist, Robin Worthen
- Brittco Software
- Kinetico Incorporated
- Kiwanis Club of West Geauga
- Maple Leaf Community Residences
- Meritec Innovative Interconnect Solutions
- The Metzenbaum Foundation
- Therapy Dogs

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

MOTION: *Mr. Miller*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

Mrs. Janson

Yes

No

Abstain

Mr. Jackson

Yes

No

Abstain

Mr. Suttell

Yes

No

Abstain

Mr. Miller

Yes

No

Abstain

Mrs. Keiper

Yes

No

Abstain

Mrs. Wilder

Yes

No

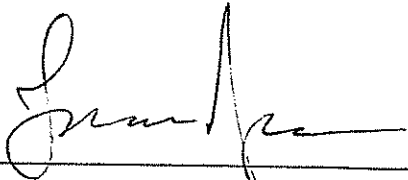
Abstain

Mr. Lair

Yes

No

Abstain



BOARD PRESIDENT, 07/20/22

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
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	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%
		\$14,112,332.00	\$172,668.59	\$8,520,360.00	\$5,591,972.00	60%

EXPENSE

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%
		\$18,427,178.58	\$3,079,137.47	\$8,863,575.28	\$9,563,603.30	48%

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

July 20, 2022

Resolution: 22-74(A)

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

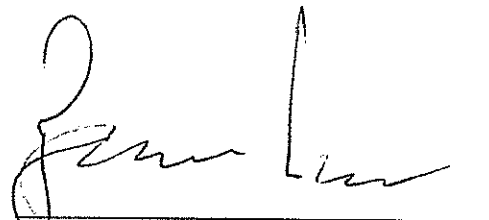
MOTION: *Mr. Miller*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 07/20/22

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 22 - 11 (B) Financial Transactions June, 2022

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated July 20th, 2022 approved the following purchase order certifications and financial transactions for the General Operating, Donation, Residential, and Construction Funds (accounts with no activity not shown).

Operating Fund (2027)

Payroll and Related Encumbrances:

Account	Amount
501 - Salaries	\$ 250,790.19
502 - Medicare	\$ 3,549.01
504 - PERS	\$ 33,198.69
505 - Workers Comp	\$ -
506 - Unemployment	\$ -
507 - STRS	\$ 1,082.18
	<u>\$ 288,620.07</u>

Pay Dates: 6/3/22,6/17/22

Purchase Orders:

Vendor	Fund	Amount	Description	PO Number
BR549 LLC	2063	\$ 2,000.00	Fuel Grant	2022-00002911
A.L.S. LLC	2063	\$ 3,000.00	Fuel Grant	2022-00002910
ACCESS SUPPORTIVE SERVICES	2063	\$ 12,000.00	Supported Living Grant	2022-00002904
BERKSHIRE L.S.D.	2063	\$ 314,999.42	ODE Funding Passthrough	2022-00002798
BURTON HEALTH CARE FACILITY	2063	\$ 9,000.00	Respite	2022-00002810
CARDINAL L.S.D.	2063	\$ 49,756.89	ODE Funding Passthrough	2022-00002799
CHARDON L.S.D.	2063	\$ 124,296.55	ODE Funding Passthrough	2022-00002801
EMPOWERING PEOPLE WORKSHOP INC	2063	\$ 2,000.00	Fuel Grant	2022-00002912
ESC OF THE WESTERN RESERVE	2063	\$ 30,000.00	Additional IT Needs/Services	2022-00002761
GEORGE, COURTNEY	2063	\$ 10,000.00	Transportation	2022-00002905
KAB CONSULTING	2063	\$ 10,000.00	Delegated Nursing Training	2022-00002932
KENSTON L.S.D.	2063	\$ 201,419.74	ODE Funding Passthrough	2022-00002802
KRAUSE TRANSPORTATION LLC	2063	\$ 2,000.00	Fuel Grant	2022-00002913
METZENBAUM SHELTERED IND INC	2063	\$ 3,000.00	Fuel Grant	2022-00002907
NEW BEGINNING PROVIDER SERVICES	2063	\$ 2,000.00	Fuel Grant	2022-00002914
SOLID ROCK ON WHICH WE STAND LLC	2063	\$ 1,000.00	Fuel Grant	2022-00002915
THE METZENBAUM FOUNDATION	2063	\$ 15,000.00	Fuel Grant for Independent Providers	2022-00002916
TWO FOUNDATION INC	2063	\$ 3,000.00	Fuel Grant	2022-00002908
VICTORY HOME CARE LLC	2063	\$ 3,000.00	Fuel Grant	2022-00002909
WEST GEAUGA L.S.D.	2063	\$ 266,390.76	ODE Funding Passthrough	2022-00002803
		<u>\$1,063,863.36</u>		

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

Roll Call Vote:

Mr. Jackson: Yea Nay Abstain
 Mrs. Janson: Yea Nay Abstain
 Mrs. Wilder: Yea Nay Abstain
 Mrs. Keiper: Yea Nay Abstain

Mr. Miller: Yea Nay Abstain
 Mr. Suttell: Yea Nay Abstain
 Mr. Lair: Yea Nay Abstain

Laura Janson

 President

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 22 - 12 (B) Voucher Approval - June, 2022

BE IT RESOLVED to confirm the payment of Voucher Schedule **22 - 12 - O** with expenditures totaling **139,151.08**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 06/01/22	PERIOD 6/1/2022-6/30/2022	YTD		
503 Hospitalization	726,000.00	291,569.38	59,263.82	350,833.20	375,166.80	48%
601 Contract Services	970,242.47	236,087.68	40,622.77	276,710.45	693,532.02	29%
701 Materials and Supplies	610,907.59	175,364.57	30,641.84	206,006.41	404,901.18	34%
801 Equipment	191,001.07	71,400.93	2,962.98	74,363.91	116,637.16	39%
901 Other	322,313.09	34,525.40	2,400.04	36,925.44	285,387.65	11%
902 Travel	105,303.00	17,946.57	3,259.63	21,206.20	84,096.80	20%
903 Advertising	34,100.73	4,492.51	-	4,492.51	29,608.22	13%
999 Transfers Out	10,000,000.00	5,500,000.00	-	5,500,000.00	4,500,000.00	55%
TOTAL	12,959,867.95	6,331,387.04	139,151.08	6,470,538.12	6,489,329.83	50%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 12 - D** with expenditures totaling **7,750.00**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 06/01/22	PERIOD 6/1/2022-6/30/2022	YTD		
901 Other Expenses	18,437.26	10,435.80	7,750.00	18,185.80	251.46	99%
TOTAL	18,437.26	10,435.80	7,750.00	18,185.80	251.46	99%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 12 - R** with expenditures totaling **2,642,424.17**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 06/01/22	PERIOD 6/1/2022-6/30/2022	YTD		
601 Service Contracts	10,951,426.86	5,687,411.25	2,642,424.17	8,329,835.42	2,621,591.44	76%
TOTAL	10,951,426.86	5,687,411.25	2,642,424.17	8,329,835.42	2,621,591.44	76%

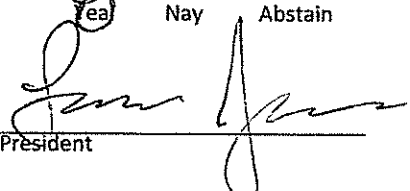
BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 12 - C** with expenditures totaling **8,363.00**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 06/01/22	PERIOD 6/1/2022-6/30/2022	YTD		
601 Service Contracts	673,009.25	80,558.95	8,363.00	88,921.95	584,087.30	13%
TOTAL	673,009.25	80,558.95	8,363.00	88,921.95	584,087.30	13%

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				



 President

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

July 20, 2022

Resolution: 22-75(A)

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

- 4imprint, Grocery Totes – Total amount: \$20,000.00 for PR outreach at the Geauga County Fair

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

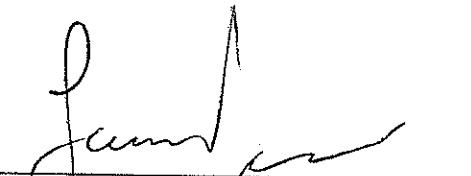
MOTION: Mrs. Janson

SECOND: Mr. Jackson

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, 07/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

July 20, 2022

Resolution: 22-76(A)

BE IT RESOLVED to approve the attached grant ^{request} agreement with NPower Services in the amount of \$30,077.00. This will help continue the program RockAbility, which welcomes musicians with developmental disabilities into performance-based musical projects.

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 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, 07/20/22



RockAbility

Grant request July - Dec. 2022

"Our son has autism, which significantly impacts his communication skills and his ability to relate to others. He has always loved music and said his life-goal was to be in a band. We never thought that would be possible - until RockAbility. His recent increase in self-confidence, willingness to grow and take risks, and desire to be with other people is directly a result of his involvement in RockAbility. RockAbility has given him a purpose and connection he never would have had - and we are so grateful!"

- Cindy Reagan

RockAbility has given Vincent a unique opportunity to participate in a community activity that is therapeutic and fun. He has begun to develop musical skill beyond what I could have imagined and he genuinely looks forward to participating in the practice sessions and performances.

- Frank Gwartz



This proposal outlines a plan to continue welcoming musicians with developmental disabilities into performance-based musical projects. NPower ran a pilot from December 2021 through June 3 that hit the following marks:

1. 15 people with DDs joined, 14 of whom participated consistently
2. 18 mentor musicians contributed, 10 of whom participated consistently
3. Weekly group rehearsals were held at Metzenbaum. Numbers were high (averaging about 14 people per rehearsal).
4. We played at four small venue performances (Rider's Inn in Painesville and Tune Traders at the West Woods park were our go-to places). Audience size was between 23 - 70 people at each event.
5. We played one large, full-scale rock show lasting two hours on Fri., June 3, 2022 at Bainbridge Township Hall. Over 200 people came, and we collected just over \$1,400 in donations - all of which was used to pay for audio mixing, marketing and a post-concert pizza party. Nineteen musicians took the stage.
6. People's musical skills improved.
7. New friendships formed among mentor musicians and Metz clients. Mentor musicians learned a lot about interacting with people who have DDs.
8. People became more comfortable in front of audiences and as time went on, looked forward to taking the stage.
9. Audiences witnessed good musicianship of all abilities working together.
10. Four other agencies heard us and want us to play their events (benefits). (Camp Ho Mita Koda, A Brand New Day, Welcome House and Cleveland Musicians Fundraiser at Geneva-on-the-Lake).
11. Everyone gained a sense of ownership of the project. People suggested songs, learned their parts, made suggestions for arrangements, supported each other's good ideas and learned something about the art of being able to tactfully shoot down the not-so-good ideas.
12. We learned about 30 songs - and performed 21 of them at the final show. Artists covered included: Bob Marley, CCR, Elton John, Rolling Stones, Joe Cocker, America, KT Tunstall, Johnny Cash, Vance Joy, Genesis, Todd Rundgren, Ben E. King, Aretha Franklin, Jimi Hendrix, Chuck Berry, Temptations, Van Morrison, Roy Orbison, Neil Diamond, Train, Michael Stanley Band and others.

Lessons learned:

1. There is significant interest to keep RockAbility alive. We more than doubled our expected headcount.
2. We need a better, more portable sound system.
3. We may want to have a couple off-shoot groups to address different music styles (folk, country, rock...)
4. We need to have two or three dedicated, consistent mentor musicians always available at every rehearsal to help keep people on task. The other mentor musicians can rotate in and out as their schedules allow. I would like to compensate these "master mentors" with an extra stipend for each "semester" as this role takes time not only for rehearsals but also to communicate with the

Metz musicians between practices and to often prepare study materials for them. During the pilot, a few people who stepped into this role donated practice instruments, music and mic stands, and engaged with people's parents to help people learn what needed to be practiced during the week.

5. Our final performance should have had a good videographer capturing it. Not having quality photos or video of that night was a huge mistake.
6. We may want to have "semesters" to help control the number of people who play at one time.

RockAbility: Next Steps

We would like to keep this project alive. We are extremely grateful to Metzenbaum and the Geauga County Board of Developmental Disabilities for their support and practice space.

The magic of RockAbility isn't just that we assembled an integrated band that likes to make music together frequently. There is a chemistry now among all the participants. All musicians are looking around the room as they play, interpreting facial queues and moving through songs. This band truly astonished audiences, proving that it is possible to work together in an integrated setting and keep expectations high.

Tactics - Continued and New:

1. Rehearsals at Metzenbaum, 3-4 / month
2. Existing open mics / jam sessions at small venues that host these events
3. Play a minimum of four - six events during the rest of 2022
4. Visit music stores together and learn about how to play percussion in groups (Stebal Drums) and how a disability doesn't define us (Solich Piano - the owner, Tom, is blind).
5. Holiday show (looking for a venue that'll hold us)

Goals - continued

1. Increase confidence
2. Elevate self-advocacy
3. Build community connections
4. Establish touch-points with audiences
5. Improve musical skills
6. Demonstrate integration in action
7. Have fun and rock out!

Rehearsals at Metzenbaum

These consistent Wednesday sessions will keep people motivated to keep improving their own skills on their own time - and then show them off as they play with mentor musicians. Mentor

musicians have committed to help carry these sessions. A shared Google Doc lists dates, participant names, mentors, and potential songs and their keys. **Participants with a disability will not work in segregated settings only with others who have disabilities. Rather, the emphasis will be on collaboration. Actual working musicians will sit in and play their instruments in collaboration.**

Existing open mics / jam sessions

Although we will continue to play these kinds of events, we'll probably only take 3-4 performers at a time, instead of the whole group. These small ensembles will probably focus on a particular musical style.

Each participant with a developmental disability will be paired with at least one mentor musician who will be responsible for performing with them at an open mic night. This interaction will build camaraderie and provide a constructive, integrated setting that fosters collaboration and good music.

2022 Gig Schedule

The following events are already confirmed. RockAbility will play at each of these events. Not every musician will be at every event, with the exception of the final holiday show - which will put about 20 people on stage in a "rock orchestra." Open mics are not included in this list, as they are more spontaneous in nature. So - between this list and open mics, it's reasonable to expect about 10 performances this year.

Date & Event	Time	Location
Mon., July 25 Cleveland Musicians Fundraiser	12:30 - 1:10 p.m.	Yankee Bar: Geneva On The Lake
Sat., Aug. 27 Camp Fundraiser	7 p.m.	Camp Ho Mita Koda Newbury
Fri., Sept. 9 Metz Talent Show	6 p.m.	Metzenbaum
Sat., Sept. 17	4:30 - 6 p.m.	Camp Cheerful: Strongsville

Welcome House 50th Anniversary		
Wed., Oct. 12 Voices for Voices - Brand New Day	Time TBD - evening event	Canton Cultural Arts Center
Holiday show	TBD	TBD (In discussions with a few auditoriums and churches)

Final Performance

The final holiday show will be:

1. 45 minutes of rock / mainstream music
2. Intermission
3. 30 - 45 minutes of Holiday rock music finale / singalong

All participating musicians will join together to share their songs in one final performance. (Looking for a venue).

Long-term sustainability

RockAbility will approach other potential sponsors for additional funding and access to larger performance venues. Additionally, we have turned away several non-musicians who would like to participate. We would like to offer a non-performance track that consists of drum circles and rhythm workshops - to be explored in 2023.

By August, NPower will create sponsorship literature and contact other potential donors. Now that we have photos and video snippets (albeit low-quality) to share with people, we can approach others with evidence that we are meeting our goals and doing good in the community. We would use funds not listed in this request for additional resources not mentioned in the below table. These would include: Signage, instruments, website, marketing, replacement hardware for instruments, renting venues for shows, transportation, rentals (stage risers for large performances), stipends, and other needs.

Costs:

Operations Request from Metzenbaum

This request focuses on immediate needs to finish 2022 and acquire the necessary sound equipment so that we do not need to rely on hiring a sound company to facilitate the audio during shows (Between \$450 - \$800 per gig). NPower is happy to discuss any line items and answer questions.

	Details	Cost
Direction, planning, coordination, marketing, promoting	All planning, communication, marketing & promotions, recruiting, song arranging, mentoring, scheduling, transporting equipment, attendance at all events: \$3,000 per month (July - Dec 2022).	\$18,000
Rehearsal space	In-kind donation, Metzenbaum	0
Stipends for mentor musicians	\$200 each mentor for participation in at least three rehearsals / open mics and final performance / musician. Eight mentors	\$1,600
Stipends for Master Mentor Musicians	\$500 each Three master mentors	\$1,500
Final performance venue	Room with a stage and audience space for 200 - 250 people.	\$1,000
Performance recording and video creation	Recording and potential live streaming of open mics and final performance, digital archiving. Create a polished video that showcases our participants at rehearsals, open mics and the final performance. This video will become a tool to help approach other sponsors for a full-scale RockAbility program that reaches other counties and expands offerings to include drum circles and world music workshops.	\$1,000
SoundCraft Digital Audio Mixing Board, 24 channels*	WiFi connection, Browser based, Runs on an iPad (no need for a back-of-house sound man), Recording capable, Feedback kill, lightweight.	\$1,279
In-ear monitors*	These would reduce on-stage sound and clutter, making a quieter environment which is healthier for people's hearing. We will start with five kits and add as needed over time.	\$1,200

Portable powered speakers*	High-quality, crisp sound, easy-to-carry, interfaces easily with the SoundCraft board, 30 pounds (Quan: two) \$1,699 each We're looking at JBLs.	\$3,398
iPad to run sound	Settings would be controlled remotely on an iPad or tablet.	\$600
Gas cards	Transportation is a huge issue for many members and mentors. To help ease the pain of gas costs - especially for our far-away gigs - I'd like to provide gas cards.	\$500
Total		\$30,077

* With supply chain issues complicating the manufacturing and delivery of electronic equipment at the moment, it's difficult to pinpoint a specific brand. Many items are not available until next year. We are looking at mid-level to high-level quality comparable with JBL, Shure, and Bose systems. We are also using our network of music store mentors to try to get these items at a reduced cost. The prices here are all averages taken from music retailer www.Sweetwater.com.

As mentioned above, NPower will approach other potential funders for 2023.

Thank you for your consideration.

Mentor Musicians - RockAbility

Don Davis - Drummer / Coventry Drum Circle Event Director

Role: Don is interested in helping RockAbility establish a drum / percussion circle in 2023. This would be for non-musicians as a way to be involved in a low-cost, low-stakes musical project.

Carl DeScott - Drummer

Carl is a longtime drummer in the Cleveland area and has run annual music festivals that support the historic Farnham Manor and Farnham Gardens.

Role: Carl will assist as a mentor musician and will contribute to rehearsals and the final performance.

Mark Devonshire - Bass players

Mark is a longtime bass player with a recent history as a worship musician. Mark's daughter has Down's Syndrome and has grown up attending numerous gigs. They're looking forward to contributing to a musical inclusion project.

Role: Mark will assist as a mentor musician and contribute to rehearsals and the final performance.

Robert Garuccio - Drummer, advocate of people with autism

Robert is a drummer who has performed with numerous Cleveland-area bands including the Chicago/Three-Dog Night tribute act Take Me Back. He recognizes the benefits musical expression has on this population and has invited people with autism to perform at gigs - with positive results.

Role: Robert will assist as a mentor musician and advise on sound equipment.

Frank Gwartz - Pianist, father of an adult son with a disability

Frank plays the piano and has contributed to jam sessions that include people with disabilities. As the father of a son with a disability, Frank understands the challenges this population and their families face, and is an advocate for inclusion.

Role: Frank will assist as a mentor musician and will contribute to rehearsals and the final production.

Mike Hayhurst – Guitarist, vocalist

Mike is a lifelong vocalist and guitarist. He currently plays guitar, fiddle, and sings with the Hiram Rapids Stumblers. He is familiar with special needs adults and has attended RockAbility events during the project's first semester.

Julian Larew - Guitar student at Kent State University

Julian is a student at Kent State University, studying Music Technology with a concentration in Audio Recording and Music Production.

Role: Julian will assist as a mentor musician and will help with the final performance in an auditorium by playing guitar as needed.

Roberto McCausland-Dieppa - Composer and Pianist / Teacher

Roberto is a pianist, composer, and conductor, specializing in classical, jazz and Hungarian music. He is the conductor of Sinfonia Latina. and helped start the Santa Fe-Barlovento Orchestra.

Role: Roberto will help coordinate the world music component of RockAbility and act as the liaison with the Cleveland Museum of Art.

Christopher Milo - Concert pianist, advocate of people with mental health issues

Christopher is an internationally renowned concert pianist, motivational speaker, performer and entrepreneur. Christopher has chosen to use his story and his music to help others. Through his leadership assemblies, conferences, anti-bullying seminars, suicide solution presentations, private sessions and team building people are changed. He is an advocate of RockAbility and his helping us take our mission to other potential funders and community events.

Cathy Murch - Singer / Guitarist / Pianist

Fred Murch - Drummer

Cathy is a multi-instrumentalist and singer; Fred is a drummer. This husband / wife duo are seasoned musicians in northeast Ohio, having contributed to numerous projects. They are well known for their band InCaHootz.

Role: Cathy and Fred will assist as mentor musicians and will contribute to rehearsals and the final performance.

Julie Slattery - Pianist / Singer

Julie is a singer / pianist who has been a longtime, regular worship musician for the Catholic Diocese, playing at approximately 3-4 services per week including weddings and funerals. She has also fronted and backed numerous local bands in northeast Ohio over the years. She currently plays and sings in the Jimmy Buffet tribute band "Cheeseburgers in Paradise" and "Dueling Piano Dames."

Role: Julie will assist as a mentor musician and will contribute to rehearsals and the final performance.

Rick Sockel - Guitarist / Songwriter

Rick is a blues guitar veteran with decades of performance experience in numerous bands including the Northcoast Goats. He has been an active participant in Geauga music jams that have included people with different disabilities and has been an advocate for further inclusion activities.

Role: Rick will assist as a mentor musician and will contribute to rehearsals and the final performance.

Tom Solich - Owner of Solich Piano

Tom is a concert pianist and owner of several piano stores (Beachwood, Columbus, Pittsburgh). As a blind musician, he has faced a lot of challenges and can relate to our members. He has agreed to allow us to have a singing / playing session at his Beachwood store when he is in Cleveland for an extended stay.

John Stebal - Drummer

John owns and operates Stebal Drums in Wickliffe. He plays in several groups and is a Lake County staple of drumming knowledge and percussion events.

Role: John will assist as a mentor musician, advise on equipment and open his shop for a field trip / jam to learn about percussion instruments.

Lori Weber - RockAbility Founder; Pianist / Singer

Lori is the parent of a 22-year-old daughter with autism and a service provider to people with disabilities. She also leads NPower Services, an organization devoted to helping people with developmental disabilities find meaningful volunteer and employment positions as well as involving them in integrated artistic and athletic activities.

Role: Lori will direct and coordinate all facets of RockAbility and sit in on keys as needed.

Anne Marie Wolfe - Musician and owner of Geauga Music Center

Anne Marie plays numerous instruments. In her twenty years of teaching, she has worked with students all along the spectrum. As director of Geauga Music, she is also responsible for helping all of the teachers to adapt and include youth and adult students with a variety of special needs.

Role: Anne Marie will assist as a mentor musician and will contribute to rehearsals and the final performance.

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

July 20, 2022

Resolution: 22-77(A)

BE IT RESOLVED to approve sponsoring PAR (Professionals Advocates Resources) with a one-time donation of \$500.00 in support of the training in the field of developmental disabilities and advocacy at the state level.

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

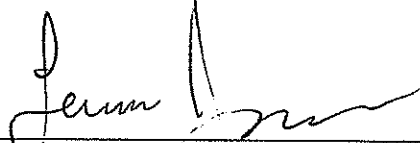
MOTION: Mr. Laird

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, 07/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

July 20, 2022

Resolution: 22-78(A)

BE IT RESOLVED to approve a grant extension to Rainbow of Hope ending August of 2024. This resolution was approved on April 21, 2021.

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

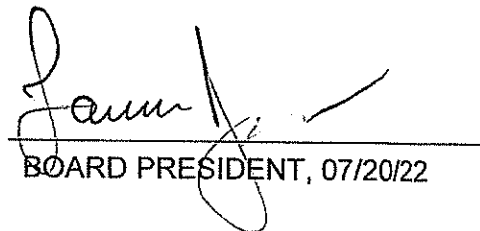
MOTION: *Mr. Lair*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<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, 07/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

July 20, 2022

Resolution: 22-79(A)

BE IT RESOLVED to approve the attached locally funded services agreement with Joseph DiMattia for HPC services, in an amount not to exceed \$5,000.

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

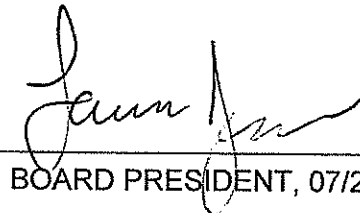
MOTION: Mrs. Janson

SECOND: Mr. Miller

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/>	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, 07/20/22

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective 7/19/2022 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 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

Funding Arrangements:

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

3.) INDEPENDENT CONTRACTOR

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

4.) CONFIDENTIALITY/HIPAA COMPLIANCE

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance

Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

5.) RESPONSIBILITIES OF THE BOARD

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

6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.

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

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

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

7.) DOCUMENTATION AND RECORD RETENTION

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

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

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

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

8.) INDEMNIFICATION

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

9.) INSURANCE

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

requested by the Board. Provider shall provide proof of insurance.

10.) TERMINATION/MODIFICATION

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

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

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

11.) ENTIRETY

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

12.) GOVERNING LAW

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

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

13.) ASSIGNMENT

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

14.) MEETINGS

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

15.) CONTACT INFORMATION

Joseph DiMattia
148 Pine Hollow Circle
Chardon Oh, 44024
ATTN: Joseph DiMattia

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Provider's Representative

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 19th day of July, 2022, by and between Joseph DiMattia (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

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

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

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

1. Definitions

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

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

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

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

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

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

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

To the DD Board:

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

To the Business Associate: **Joseph DiMattia**
148 Pine Hollow Circle
Chardon Oh, 44024
Joseph DiMattia

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

July 20, 2022

Resolution: 22-80(A)

BE IT RESOLVED to approve the attached locally funded services agreement with Kerry A. Banks for HPC services, in an amount not to exceed \$5,000.

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

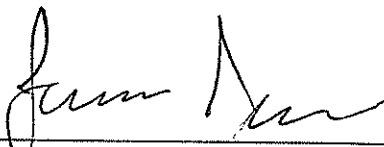
MOTION: Mrs. Janson

SECOND: Mr. 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, 07/20/22

LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between Kerry A. Banks (Provider), and the Geauga County Board of Developmental Disabilities (Board).

1.) TERM

This Agreement shall be effective 7/19/2022 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 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

Funding Arrangements:

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

3.) INDEPENDENT CONTRACTOR

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

4.) CONFIDENTIALITY/HIPAA COMPLIANCE

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance

Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

5.) RESPONSIBILITIES OF THE BOARD

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

6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.

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

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

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

7.) DOCUMENTATION AND RECORD RETENTION

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

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

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

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

8.) INDEMNIFICATION

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

9.) INSURANCE

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

requested by the Board. Provider shall provide proof of insurance.

10.) TERMINATION/MODIFICATION

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

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

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

11.) ENTIRETY

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

12.) GOVERNING LAW

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

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

13.) ASSIGNMENT

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

14.) MEETINGS

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

15.) CONTACT INFORMATION

Kerry A. Banks
11281 Clark Rd
Chardon Oh, 44024
ATTN: Kerry A. Banks

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Provider's Representative

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 19th day of July, 2022, by and between Kerry A. Banks (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

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

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

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

1. Definitions

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

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

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

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

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

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

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

To the DD Board:

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

To the Business Associate: **Kerry A. Banks**
11281 Clark Rd
Chardon Oh, 44024
Kerry A. Banks

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

July 20, 2022

Resolution: 22-81(A)

BE IT RESOLVED to approve the attached locally funded services agreement with Lisa Dietsche for therapy services, in an amount not to exceed \$5,000.

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

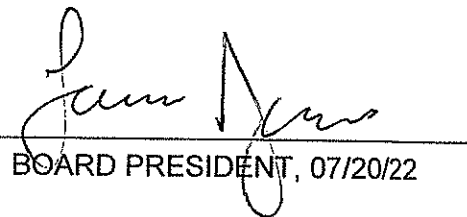
MOTION: Mrs. Janson

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, 07/20/22

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective 8/1/2022 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 \$5000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

Funding Arrangements:

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

3.) INDEPENDENT CONTRACTOR

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

4.) CONFIDENTIALITY/HIPAA COMPLIANCE

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance

Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

5.) RESPONSIBILITIES OF THE BOARD

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

6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.

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

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

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

7.) DOCUMENTATION AND RECORD RETENTION

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

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

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

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

8.) INDEMNIFICATION

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

9.) INSURANCE

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

requested by the Board. Provider shall provide proof of insurance.

10.) TERMINATION/MODIFICATION

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

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

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

11.) ENTIRETY

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

12.) GOVERNING LAW

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

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

13.) ASSIGNMENT

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

14.) MEETINGS

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

15.) CONTACT INFORMATION

Lisa Dietsche, PT, LLC
3702 Cook Rd
Medina, Oh 44256
ATTN: Lisa Dietsche

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Provider's Representative

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 1st day of August, 2022, by and between Lisa Dietsche, PT, 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 through the terms of the Service Contract.

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

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

1. Definitions

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

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

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

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

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

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

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

To the DD Board:

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

To the Business Associate: **Lisa Dietsche, PT, LLC**
3702 Cook Rd
Medina, Oh 44256
Lisa Dietsche

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

July 20, 2022

Resolution: 22-82(A)

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

- 3.22 Technology First
- 3.23 Participant Direct Goods and Services

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

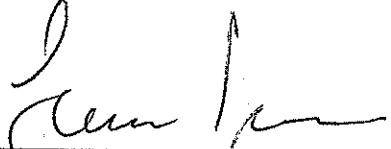
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 07/20/22

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

BOARD POLICY

Reviewed and Adopted by the Board

Date: 7/20/2022

3.22 Technology First

The Geauga County Board of Developmental Disabilities assures that all individuals served have access to technology solutions to meet their needs, help them gain independence, and help them develop new skills in all areas of their life.

The Superintendent is authorized to draft, implement, and monitor procedures to address this issue

Geauga County Board of Developmental Disabilities

Procedure for Policy 3.22 Technology First

- A. The Geauga County Board of DD shall
- a. Provide annual training of all SSAs on technology solutions which means any product, device, equipment or service used to maintain, increase or improve functional capabilities of those we serve.
 - b. Ensure technology solutions are explored, documented in the ISP planning process, and used to the greatest extent possible to support an individual's person-centered outcomes
 - c. Maintain strategic planning goals that identify methods to increase technology use, technology capacity, and set benchmarks for increasing the number of individuals that use technology.
 - d. Identify methods to increase knowledge level, skill, and comfort of staff to assess how technology may help people meet their outcomes.
 - e. Annually review and update agency goals and objectives related to increasing the use of technology by those we serve.
 - f. Actively collaborate with individuals, families, service providers, DODD, and community partners to expand awareness of technology solutions.
 - g. Ensure each individual served participates in an ISP planning process that focuses on their unique strengths, interests, abilities, preferences and resources, and explores how technology can help them reach their goals.

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

BOARD POLICY

Reviewed and Adopted by the Board

Date: 7/20/2022

3.23 Participant Directed Goods and Services

The Geauga County Board of Developmental Disabilities wants to ensure that individuals have the necessary supports to allow them to participate in their community as independently as possible. Participant-Directed Good and Services (PDGS) is a Waiver service that covers services, equipment or supplies that are not otherwise provided through the person's waiver or through Medicaid State Plan. The good or service must address a current need clearly stated in the person's assessments and authorized in the ISP as stated in 5123-9-45.

This policy sets forth procedures related to PDGS and the commitment of GCBDD to obtain those items and services, when appropriate, as identified by the person centered planning process.

The Superintendent is authorized to draft, implement, and monitor procedures to address this issue.

Geauga County Board of Developmental Disabilities

Procedure for Policy 3.23 Participant Directed Goods and Services (PDGS)

PDGS is a Waiver service available under some of the DODD Waiver programs. When a team has identified a need for PDGS, the SSA will discuss all requested service(s)/item(s) with the Director of CSS or their supervisor ensure the request meets all the criteria for PDGS as outlined below:

1. PDGS must be for the medical or remedial (habilitative) benefit of the person;
AND
2. PDGS must be clearly identified in the ISP as addressing an assessed need;
AND
3. PDGS is required to meet the health and welfare of the person; AND
4. The person does not have the funds to pay for the service and no other funding is available; AND
5. PDGS must meet at least one of the following:
 - Decrease the need for other HCBS;
 - Advance the person's involvement in the community;
 - Increase safety in the person's home;
 - Increase the person's independence;
 - Improve or maintain the person's social, cognitive or behavioral functions;
 - Assist the individual to develop or maintain their personal, social or physical skills.

Prohibited items identified in the rule include:

- PDGS shall not be specialized services. If there is a question as to whether participant-directed goods and services are specialized services, the director of the DODD may make a determination. The director's determination is final not subject to appeal.
- Experimental treatments, including items considered by the federal food and drug administration as experimental or investigational or not approved to treat a specific condition;
- Items used solely for entertainment or recreational purposes;
- Pools, spas, or saunas;
- Tobacco products or alcohol;
- Food;
- Internet service;
- Items of general utility;
- Items considered by the federal food and drug administration as experimental or investigational or not approved to treat a specific condition;
- New equipment or supplies or repair of previously approved equipment or supplies that have been damaged as a result of confirmed misuse, abuse, or negligence;
- Equipment, supplies, and devices of the same type for the same individual, unless there is a documented change in the individual's condition that warrants the replacement;

- Home modifications that are of general utility or that add to the total square footage of the home; or
- Items that are illegal or otherwise prohibited through federal or state regulations.

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

July 20, 2022

Resolution: 22-83(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, ...

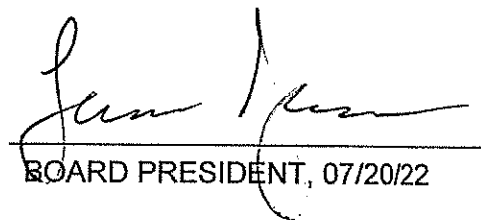
MOTION: *Ms. Janson*

SECOND: *Ms. 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, 07/20/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

July 20, 2022

Resolution: 22-84(A)

BE IT RESOLVED to approve salary adjustments for Geauga DD staff based on job descriptions and reflective of the current market conditions. The salary adjustment will be competitive, equitable, fair, and effective the 17th pay period of 2022.

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	<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, 07/20/22