

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

Board Meeting Agenda

January 19, 2022

- I. Call to Order and Roll Call: 6pm**
 - a. Roll Call 2021 Board
 - b. Approval of November 2021 Minutes
 - a. Adjourn 2021 Board
 - b. Roll Call 2022 Board
 - c. Elect Slate of Officers
 - d. Appoint 2022 Financial Committee
 - e. Donations to Program
 - f. Personnel Actions

- 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. Appointment of NEON Representative
 - ii. Appointment of Family First Council Representative
 - iii. Then and Now
 - iv. Grants:
 1. Clear Skies Ahead
 2. CG-HHC, LLC
 - v. Locally Funded Services Agreements:
 1. Michael Aikey
 2. Willpower Transportation
 - b. Issues:
 - i. Fiscal Projections

- 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: February 16, 2022

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

January 19, 2022 Bd. Meeting

Roll Call: 2021 Board

ROLL CALL:

Mr. Jackson

Here

Absent

Mr. Miller

Here

Absent

Mrs. Janson

Here

Absent

Dr. Schmidt

Here

Absent

Mrs. Keiper

Here

Absent

Mr. Suttell


Here

Absent

Mr. Lair

Here

Absent


BOARD PRESIDENT, 01/19/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

Resolution: 21-168(A)

BE IT RESOLVED to approve the attached minutes of the December 15, 2021 Board Meeting.

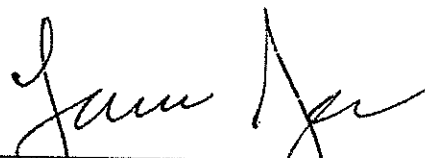
MOTION: Mrs. Janson

SECOND: Mr. Miller

DISCUSSION:

ROLL CALL:

Mr. Jackson	<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. Janson	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	Dr. Schmidt	<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	Mr. Suttell	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain
Mr. Lair	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain				



BOARD PRESIDENT, 01/19/22

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

BOARD MINUTES

December 15, 2021

Board Members Present

Mark Jackson
Uschy Keiper
Richard Suttell
Martin Miller
Dave Lair
Dennis Schmidt

Administration

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

Board Members Absent

Laura Janson

I. Call to Order:

a. **Roll Call 2021 Board:**

A call of the roll indicated that all Board Members were present except Mrs. Janson. There being a quorum present, Mark Jackson, President of the Board, called the meeting to order.

b. **Approval of Minutes:**

Mrs. Tvergyak-Oznowich introduced Resolution 21-160(A) to approve the minutes for the November 17, 2021 meeting. This resolution was approved.

c. **Approval of Donations:**

Mrs. Tvergyak-Oznowich introduced Resolution 21-11(D) approving donations to the program. This resolution was accepted and approved.

d. **Confirmation of Personnel Actions**

There were no personnel actions to approve.

e. **Resolution of Appreciation:**

Mrs. Tvergyak-Oznowich introduced Resolution 21-161(A) approving a Resolution of Appreciation for Board member Dr. Dennis Schmidt. This resolution was accepted and approved.

II. Financial

a. **Financial Statement Review:**

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

b. **Ethics Recommendations:**

Mrs. Tvergyak-Oznowich introduced Resolution 21-162(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 21-21(B) detailing financial transactions and Resolution 21-22(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, Waiver & Wait List, Population Served, Employment and Habilitation Services, Human Resources, and Unmet Needs.

IV. Program Reports:

Mr. Rice reviewed reports from the agencies' programs; also Maple Leaf Community Residences. Mrs. Contizano gave a report on the Metzenbaum Foundation.

V. New Business:

a. **Approvals:**

- i. Service Agreement:
Mrs. Tvergyak-Oznowich introduced Resolution 21-163(A) approving a Locally Funded Services Agreement with Jessica Tipton. This resolution was approved.
 - ii. A Better Choice Grant Request:
Mrs. Tvergyak-Oznowich introduced Resolution 21-164(A) approving a grant request made by A Better Choice SLS Inc. This resolution was approved.
 - iii. 2022 Annual Plan:
Mrs. Tvergyak-Oznowich introduced Resolution 21-165(A) approving the 2022 Annual Plan. This resolution was approved.
 - iv. Disposal of Assets:
Mrs. Tvergyak-Oznowich introduced Resolution 21-166(A) approving the list of disposal of assets. This resolution was approved.
- b. Issues
- i. DSP Shortages:
Mr. Rice discussed with the Board topics and ideas helping with keeping DSP's from leaving their place of employment with bonus incentives and other ideas with supporting living.

VI. General Announcements:

Mr. Jackson called for any other general announcements from the Board or public:

- a. Mr. Rice and the Board talked briefly about Director Jeff Davis suddenly leaving DODD and who will be replacing him.

VII. Other Business – comments from the floor:

Mr. Jackson called for any other business from the Board or public:

VIII. Executive Session:

- a. Mrs. Tvergyak-Oznowich introduced Resolution 21-167(A) approving adjourn into Executive Session: Pursuant to ORC 121.22(G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official...

IX. Adjournment

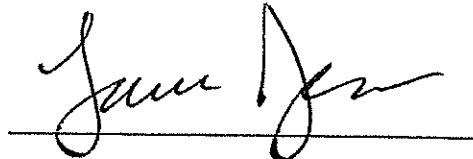
The Next Board meeting will be January 19, 2022.

Submitted:

Approval:



Donald L. Rice II, Superintendent



Mark Jackson, Board President

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

Laura
Janson

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022


January 19, 2022 Bd. Meeting

Roll Call: 2022 Board

ROLL CALL:

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

*Mr. Lair
came in late*



BOARD PRESIDENT, 01/19/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

Mr. Lair
came in @ 6:03 PM

January 19, 2022

Resolution: 22-01(A)

BE IT RESOLVED to elect the following slate of officers for the 2022 Geauga County Board of Developmental Disabilities:

President: Mrs. Janson

Vice President: Mr. Suttell

Secretary: Mrs. Keiper


MOTION: Mr. Lair

SECOND: Mrs. Keiper

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/19/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

Resolution: 22-02(A)

BE IT RESOLVED to appoint the following committee:

Finance Committee:

1. Mrs. Janson
2. Mr. Lair
3. Mr. Jackson

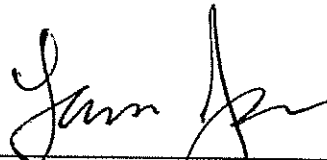
MOTION: Mrs. Keiper

SECOND: Mr. Lair

DISCUSSION:

ROLL CALL:

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



BOARD PRESIDENT, 01/19/22

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

January 19, 2022

Resolution: 22-01(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
Will & Jan Sukenik Family Foundation	\$20,000.00	General use
Keith Willkomm	\$300.00	General use
Conrado Byttebier	\$100.00	General use

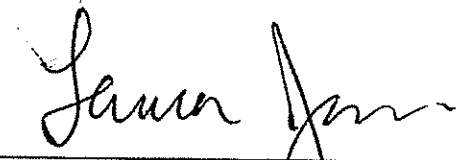
MOTION: *Mrs. Janson*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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


 BOARD PRESIDENT, 01/19/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

Resolution: 22-01(P)

BE IT RESOLVED to confirm the following personnel actions:

<u>Appointments</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>
April Carter	SSA	CSS	12/20/21
<u>Separations</u>			
No separations			
<u>Changes</u>			
No Changes			

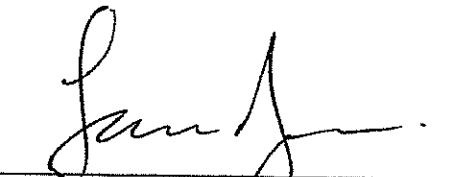
MOTION: *Mr. Miller*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/19/22

Geauga County Board of DD Revenue and Expense Report

12/1/21 to 12/31/21

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
REVENUE						
401	Property and Other Taxes	12,068,998.35	.00	12,068,998.35	.00	100%
410	State Reimbursement-Real Estate	1,181,151.00	.00	1,205,335.34	(24,184.34)	102%
412	Federal Grants	599,000.00	.00	660,610.39	(61,610.39)	110%
413	State Revenues	963,413.00	.00	953,424.43	9,988.57	99%
420	Fees	425,000.00	.00	751,148.10	(326,148.10)	177%
450	Interest	2,000.00	.00	206.34	1,793.66	10%
451	Donations	30,000.00	.00	29,495.02	504.98	98%
452	Other Revenue	808,799.85	.00	1,083,042.00	(274,242.15)	134%
		<u>\$16,078,362.20</u>	<u>\$0.00</u>	<u>\$16,752,259.97</u>	<u>(\$673,897.77)</u>	<u>104%</u>
EXPENSE						
501	Salaries	3,977,000.00	409,005.88	3,775,606.97	201,393.03	95%
502	Medicare	60,000.00	6,019.10	53,922.27	6,077.73	90%
503	Hospitalization	782,000.00	67,195.78	722,398.12	59,601.88	92%
504	OPERS	484,000.00	31,485.94	443,337.96	40,662.04	92%
505	Workers Compensation	125,000.00	.00	.00	125,000.00	0%
506	Unemployment	24,000.00	.00	3,629.63	20,370.37	15%
507	STRS	16,000.00	1,707.24	14,039.14	1,960.86	88%
601	Contract Services	943,811.37	26,761.26	620,200.33	323,611.04	66%
701	Materials and Supplies	394,168.99	5,861.11	249,323.09	144,845.90	63%
801	Equipment	168,165.29	2,903.49	94,126.54	74,038.75	56%
901	Other	303,000.00	750.15	263,739.86	39,260.14	87%
902	Travel	99,015.27	7,723.26	42,474.56	56,540.71	43%
903	Advertising	30,838.69	.00	28,737.96	2,100.73	93%
601	Res Svc (2063) Contract Services	13,252,581.96	1,442,934.92	12,659,386.62	593,195.34	96%
601	Capital (4023) Contract Services	713,554.98	19,450.00	352,666.92	360,888.06	49%
901	Donation (2058) Other Expenses	50,000.00	3,404.53	37,839.83	12,160.17	76%
		<u>\$21,423,136.55</u>	<u>\$2,025,202.66</u>	<u>\$19,361,429.80</u>	<u>\$2,061,706.75</u>	<u>90%</u>
INTERFUND TRANSFERS						
499	Transfers In	12,211,010.52	1,034,989.48	15,144,371.61	(2,933,361.09)	124%
999	Transfers Out	14,546,000.00	1,034,989.48	14,546,000.00	.00	100%

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

Resolution: 22-03(A)

BE IT RESOLVED that the Board has reviewed the financial transactions processed in the time period of December 2021.

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.

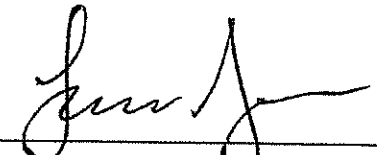
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/19/22

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 21 - 23 (B) Financial Transactions December, 2021

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated January 19, 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	\$ 409,005.88
502 - Medicare	\$ 6,019.10
504 - PERS	\$ 31,485.94
505 - Workers Comp	\$ -
506 - Unemployment	\$ -
507 - STRS	\$ 1,707.24
	<u>\$ 448,218.16</u>

Pay Dates: 12/3/21, 12/17/21, 12/31/21

Purchase Orders:

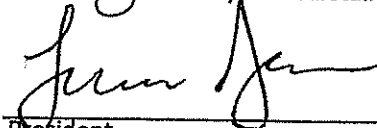
Vendor	Fund	Amount	Description	PO Number
33211 - CDW GOVERNMENT INC	2027	\$ 46,013.34	Equipment - Updated Network Equipment	2021-00004527
35407 - THE EAST OHIO GAS COMPANY	2027	\$ 22,228.01	Contracted Services - Utility Service	2021-00004624

\$ 68,241

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

Roll Call Vote:

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



 President

BY OFFICIAL ACTION OF THE BOARD

January 19, 2022

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 21 - 24 (B) Voucher Approval - December, 2021

BE IT RESOLVED to confirm the payment of Voucher Schedule **21 - 24 - O** with expenditures totaling **1,146,184.53**

ACCOUNT	CY 2021 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 12/01/21	PERIOD 12/1/21 to 12/31/21	YTD		
503 Hospitalization	782,000.00	655,202.34	67,195.78	722,398.12	59,601.88	92%
601 Contract Services	943,811.37	593,439.07	26,761.26	620,200.33	323,611.04	66%
701 Materials and Supplies	394,168.99	243,461.98	5,861.11	249,323.09	144,845.90	63%
801 Equipment	168,165.29	91,223.05	2,903.49	94,126.54	74,038.75	56%
901 Other	303,000.00	262,989.71	750.15	263,739.86	39,260.14	87%
902 Travel	99,015.27	34,751.30	7,723.26	42,474.56	56,540.71	43%
903 Advertising	30,838.69	28,737.96	-	28,737.96	2,100.73	93%
999 Transfers Out	14,546,000.00	12,011,010.52	1,034,989.48	13,046,000.00	1,500,000.00	90%
TOTAL	17,266,999.61	13,920,815.93	1,146,184.53	15,067,000.46	2,199,999.15	87%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **21 - 24 - D** with expenditures totaling **3,404.53**

ACCOUNT	CY 2021 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 12/01/21	PERIOD 12/1/21 to 12/31/21	YTD		
901 Other Expenses	50,000.00	34,435.30	3,404.53	37,839.83	12,160.17	76%
TOTAL	50,000.00	34,435.30	3,404.53	37,839.83	12,160.17	76%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **21 - 24 - R** with expenditures totaling **1,442,934.92**

ACCOUNT	CY 2021 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 12/01/21	PERIOD 12/1/21 to 12/31/21	YTD		
601 Service Contracts	13,252,581.96	11,216,451.70	1,442,934.92	12,659,386.62	593,195.34	96%
TOTAL	13,252,581.96	11,216,451.70	1,442,934.92	12,659,386.62	593,195.34	96%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **21 - 24 - C** with expenditures totaling **19,450.00**

ACCOUNT	CY 2021 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 12/01/21	PERIOD 12/1/21 to 12/31/21	YTD		
601 Service Contracts	713,554.98	333,216.92	19,450.00	352,666.92	360,888.06	49%
TOTAL	713,554.98	333,216.92	19,450.00	352,666.92	360,888.06	49%

Motion: *Lair*
 Second: *Keiper*
 Discussion?

Roll Call Vote:

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

[Signature]

 President

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

Resolution: 22-04(A)

BE IT RESOLVED to approve Donald L. Rice II as the 2022 Representative to the North East Ohio Network (NEON).

BE IT FURTHER RESOLVED to approve Dave Carlson, Director of Business Operations, and Tami Setlock, Director of Community Support Services, as the Alternates.

~~BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out these transactions.~~

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

MOTION: *Ms. Janson*

SECOND: *Mr. Miller*

DISCUSSION:

ROLL CALL:

Mr. Jackson

Yes

No

Abstain

Mr. Miller

Yes

No

Abstain

Mrs. Janson

Yes

No

Abstain

Mrs. Wilder

Yes

No

Abstain

Mrs. Keiper

Yes

No

Abstain

Mr. Suttell

Yes

No

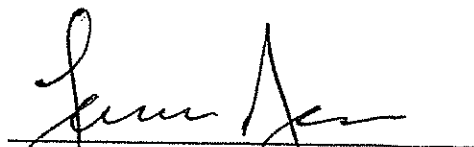
Abstain

Mr. Lair

Yes

No

Abstain


BOARD PRESIDENT 01/19/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

Resolution: 22-05(A)

BE IT RESOLVED to approve Donald L. Rice II as the 2022 Representative to the Geauga County Family First Council.

BE IT FURTHER RESOLVED to approve Dave Carlson, Director of Business Operations, and Tami Setlock, Director of Community Support Services, as the Alternates.

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

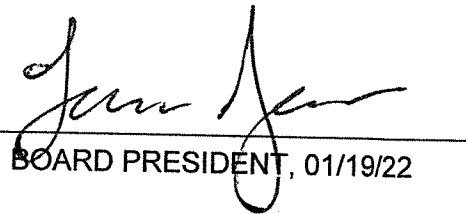
MOTION: *Mr. Miller*

SECOND: *Mr. Suttell*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/19/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

Resolution: 22-06(A).

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

- Brittany Residential, Inc. - Total amount: \$1195.34 for November ADS Services
- Ted Bukky - Total amount: \$114.67 for December HPC Services
- Empowering People Workshop Inc. - Total amount: \$613.76 December Employment Services
- Krause Transportation - Total amount: \$1000.00 for December NMT Services
- Heather Mushrush - Total amount: \$716.70 for December NMT Services
- Solid Rock on Which We Stand - Total amount: \$449.78 for December NMT and CE Bonus Services

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

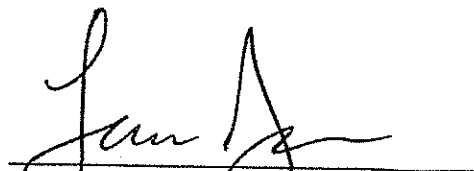
MOTION: Mr. Laird

SECOND: Mrs. Janson

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/19/22

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

Resolution: 22-07(A)

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$15,000 to Clear Skies for pandemic-related overtime costs.

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

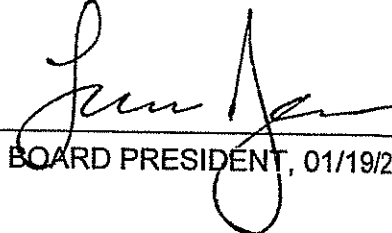
MOTION: *Mr. Miller*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/19/22

Grant Agreement

This grant agreement is initiated on the 19th day of January, 2022, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and Clear Skies Ahead, LLC. (grantee) of 14950 South State Ave, Box 100, Middlefield, OH 44062, a Domestic For-Profit Limited Liability Company duly organized under the laws of the State of Ohio pursuant to Chapter 1706 of the Ohio Revised Code.

The GCBDD has approved a grant award not to exceed \$15,000. The award will be made in a single payment upon the execution of this agreement.

Funds from this award will be used by grantee to partially recoup pandemic-related overtime costs incurred in Geauga County during calendar year 2021.

SIGNATURES:

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

Date

Cathy Brooks
Clear Skies Ahead, LLC

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

Resolution: 22-08(A)

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$5,000 to GC-HHC, LLC to partially recoup staff incentive costs.

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

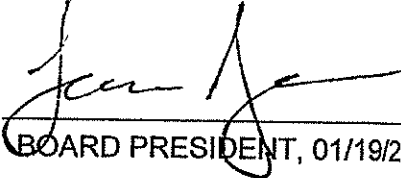
MOTION: Mrs. Janson

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/19/22

Grant Agreement

This grant agreement is initiated on the 19th day of January, 2022, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and CG-HHC, LLC. (grantee) of 150 E Campus View Blvd., Columbus OH 43235, a Foreign Limited Liability Company duly organized under the laws of the State of Ohio pursuant to Chapter 1705 of the Ohio Revised Code.

The GCBDD has approved a grant award not to exceed \$5,000.

Funds from this award will be used by grantee to partially recoup staff incentive costs incurred in Geauga County during calendar year 2022. Grantee will provide supporting anonymized payroll data upon the execution of this agreement. The award payment will be made upon receipt of these data.

SIGNATURES:

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

Date

Deanna Rieser
CG-HHC, LLC

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 19, 2022

Resolution: 22-09(A)

BE IT RESOLVED to approve the following Locally Funded Services Agreement between Geauga County Board of DD and Michael B Aikey. Payments shall not exceed \$15,000.00 of the initial term of this agreement.

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


MOTION: Mrs. Janson

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/19/22

Reset

LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between Michael B Aikey (Provider), and the Geauga County Board of Developmental Disabilities (Board).

1.) TERM

This Agreement shall be effective 1/01/2022 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 \$15,000 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).

a. Community Employment Bonus

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

Tier 1

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

Tier 2

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

Tier 3

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

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

See examples below:

Example 1- No Tier Increase:

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

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

Example 2 - Increase from Tier 1 to Tier 2:

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

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

Example 3 - Increase from Tier 1 to Tier 3:

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

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

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

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

b. Transportation Bonus:

Tier 1

The Board will pay a transportation bonus of \$500.00 for every eligible individual receiving 40 transportation trips per month to and from community employment

Tier 2

The Board will pay a transportation bonus of \$375.00 for every eligible individual receiving 30-39 transportation trips per month to and from community employment

Tier 3

The Board will pay a transportation bonus of \$250.00 for every eligible individual receiving 20-29 transportation trips per month to and from community employment

Tier 4

The Board will pay a transportation bonus of \$125.00 for every eligible individual receiving 10-19 transportation trips per month to and from community employment

3.) INDEPENDENT CONTRACTOR

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

4.) CONFIDENTIALITY/HIPAA COMPLIANCE

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

5.) RESPONSIBILITIES OF THE BOARD

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

6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.

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

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

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

7.) DOCUMENTATION AND RECORD RETENTION

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

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

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

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

8.) INDEMNIFICATION

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

9.) INSURANCE

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

10.) TERMINATION/MODIFICATION

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

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

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

11.) ENTIRETY

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

12.) GOVERNING LAW

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

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

13.) ASSIGNMENT

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

14.) MEETINGS

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

15.) CONTACT INFORMATION

Michael B Aikey
17005 Rock Creek Rd
Thompson Oh 44086
ATTN: Michael B Aikey

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Provider's Representative

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 1 of Day day of January, 2022, by and between Michael B Aikey (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: **Michael B Aikey**
17005 Rock Creek Rd
Thompson Oh 44086
Michael B Aikey

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

January 19, 2022

Resolution: 22-10(A)

BE IT RESOLVED to approve the following Locally Funded Services Agreement between Geauga County Board of DD and Willpower Transportation LLC. Payments shall not exceed \$20,000 of the initial term of this agreement.

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

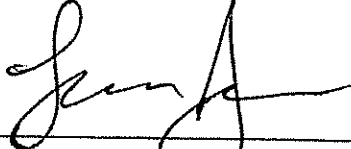
MOTION: Mrs. Janson

SECOND: Mr. Lair

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/19/22

Reset

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective **01/12/2022** through **12/31/2022**
This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

2.) COMPENSATION

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The invoice shall be in a format as determined by the Board. Payments shall not exceed **\$20,000.00** the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

Funding Arrangements:

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

Tier 1

The Board will pay a transportation bonus of \$500.00 for every eligible individual receiving 40 transportation trips per month to and from community employment

Tier 2

The Board will pay a transportation bonus of \$375.00 for every eligible individual receiving 30-39 transportation trips per month to and from community employment

Tier 3

The Board will pay a transportation bonus of \$250.00 for every eligible individual receiving 20-29

transportation trips per month to and from community employment

Tier 4

The Board will pay a transportation bonus of \$125.00 for every eligible individual receiving 10-19 transportation trips per month to and from community employment

3.) INDEPENDENT CONTRACTOR

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

4.) CONFIDENTIALITY/HIPAA COMPLIANCE

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

5.) RESPONSIBILITIES OF THE BOARD

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

6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.

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

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

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

7.) DOCUMENTATION AND RECORD RETENTION

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

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

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

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

8.) INDEMNIFICATION

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

9.) INSURANCE

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

10.) TERMINATION/MODIFICATION

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

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

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

11.) ENTIRETY

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

12.) GOVERNING LAW

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

The parties agree that the law of the State of Ohio shall control with regard to any and all contractual

disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

13.) ASSIGNMENT

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

14.) MEETINGS

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

15.) CONTACT INFORMATION

Willpower Transportation LLC
1216 Avondale Rd
South Uclid Oh 44121
ATTN: William Jones

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

William Jones
Willpower Transportation LLC
Approved to Form

Date

Sheila Salem, Assistant Prosecuting Attorney

Date

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT ADDENDUM**

This Agreement is entered into this 12th day of January, 2022, by and between Willpower Transportation LLC (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

To the Business Associate: **Willpower Transportation LLC**
 1216 Avondale Rd
 South Uclid Oh 44121
 William Jones

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

January 19, 2022

Resolution: 22-11(A)

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

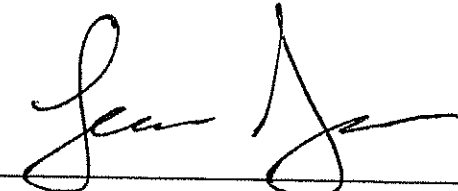
MOTION: Mrs. Keiper

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/19/22