

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**Board Meeting Agenda**

**March 16, 2022**

**I. Working Session:**

6pm; Statewide Updates, Agency Overviews, and Building Use

**II. Call to Order and Roll Call:**

- a. Roll Call 2022 Board
- b. Approval of February 2022 Minutes
- a. Donations to Program
- b. Personnel Actions

**III. Financial:**

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

**IV. Board Status Reports:**

**V. Program Reports:**

**VI. New Business:**

- a. Approvals:
  - i. Cash Transfer
  - ii. Supplemental Appropriation
  - iii. Locally Funded Service Agreements:
    - 1. Courtney George
    - 2. Kathleen Buresch
  - iv. Grants:
    - 1. JFSA Partnership
    - 2. DSP Gift Cards
    - 3. Donation to Fun Fest
- b. Issues:
  - i. Rate Increases
  - ii. Carry Over Comparison
  - iii. Remodel of the Board Room
  - iv. Accreditation

**VII. General Announcements:**

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

**IX. Executive Session:**

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

**X. Adjournment**

***Next Board Meeting: April 20, 2022***

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

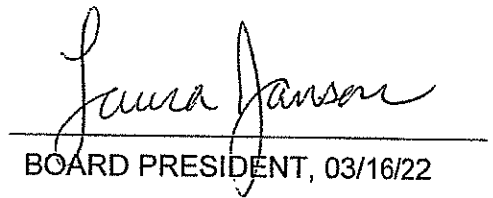
March 16, 2022

March 16, 2022, Bd. Meeting

Roll Call: 2022 Board

ROLL CALL:

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

  
BOARD PRESIDENT, 03/16/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

March 16, 2022

**Resolution: 22-21(A)**

BE IT RESOLVED to approve the attached minutes of the February 16, 2022, Board Meeting.

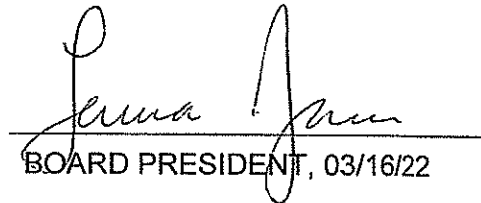
MOTION: *Ms. Miller*

SECOND: *Mr. Suttell*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 03/16/22

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**BOARD MINUTES**

**February 16, 2022**

**Board Members Present**

Laura Janson  
Richard Suttell  
Uschy Keiper  
Mark Jackson

**Administration**

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

**Board Members Absent**

Dave Lair  
Martin Miller  
Stacey Wilder

**I. Call to Order:**

a. **Roll Call 2022 Board:**

A call of the roll indicated that all Board Members were present except Mr. Lair, Mr. Miller, and Mrs. Wilder who zoomed in. 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 22-12(A) to approve the minutes for the January 19, 2022, meeting. This resolution was approved.

c. **Approval of Donations:**

There were no donations to be approved.

d. **Confirmation of Personnel Actions**

Mrs. Tvergyak-Oznowich introduced Resolution 22-02(P) approving the personnel actions. 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 22-13(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 22-01(B) detailing financial transactions and Resolution 22-02(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, Metzenbaum Foundation, and NPower Services.

**V. New Business:**

a. Approvals:

i. Cash Transfer:

Mrs. Tvergyak-Oznowich introduced Resolution 22-14(A) approving a cash transfer supporting Medicaid Waiver Match obligations. This resolution was approved.

ii. Then and Now Certifications:

Mrs. Tvergyak-Oznowich introduced Resolution 22-15(A) approving the listed then and now certifications. This resolution was approved.

iii. Active Day OH, Inc.:

Mrs. Tvergyak-Oznowich introduced Resolution 22-16(A) approving a Locally Funded Services Agreement with Active Day OH, Inc. This resolution was approved.

iv. A Better Choice (ABC):

Mrs. Tvergyak-Oznowich introduced Resolution 22-17(A) approving a grant request made by ABC. This resolution was approved.

v. Metzenbaum Foundation:

Mrs. Tvergyak-Oznowich introduced Resolution 22-18(A) approving a grant request made by the Metzenbaum Foundation in support of the 5K Fun Run. This resolution was approved.

b. Issues

i. Maple Leaf Community Residence Housing:

Mr. Rice reported to the Board that he will be working closely with Maple Leaf Community Residences to repair and update a recently acquired community home.

**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 public:

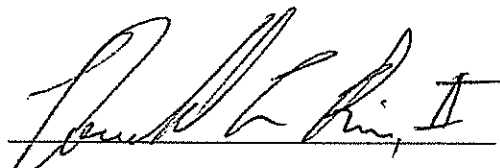
**VIII. Executive Session:**

- a. Mrs. Tvergyak-Oznowich introduced Resolution 22-19(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...

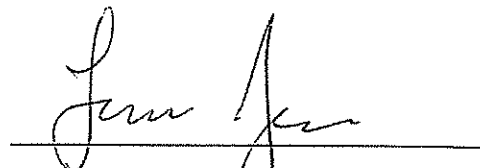
**IX. Adjournment**

***The Next Board meeting will be March 16, 2022.***

Submitted:

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

Approval:

  
\_\_\_\_\_  
Board President

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

March 16, 2022

**Resolution: 22-03(P)**

BE IT RESOLVED to confirm the following personnel actions:

Appointments	Position	Department	Date
No Appointments			
Separations			
No separations			
Changes			
Cynthia Brown	SSA Intake from FT to PT	CSS	2/5/2022
Natalie Morse	Sub Rc/scanner from Temp to PT	Admin	2/15/2022

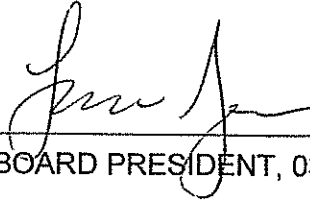
MOTION: *Mrs. Janson*

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, 03/16/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

March 16, 2022

Resolution: 22-22(A)

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

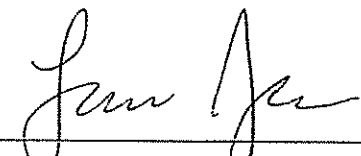
MOTION: Mr. Miller

SECOND: Mr. 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, 03/16/22

# Geauga County Board of DD Revenue and Expense Report

2/1/2022-2/28/2022

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	11,061,990.00	.00	.00	11,061,990.00	0%
410	State Reimbursement-Real Estate	1,215,142.00	.00	.00	1,215,142.00	0%
412	Federal Grants	540,000.00	.00	.00	540,000.00	0%
413	State Revenues	600,000.00	64,046.54	245,413.75	354,586.25	41%
420	Fees	685,000.00	52,695.33	146,892.13	538,107.87	21%
450	Interest	200.00	41.48	41.48	158.52	21%
451	Donations	.00	641.00	21,052.96	(21,052.96)	-
452	Other Revenue	10,000.00	787.55	1,275.71	8,724.29	13%
		<b>\$14,112,332.00</b>	<b>\$118,211.90</b>	<b>\$414,676.03</b>	<b>\$13,697,655.97</b>	<b>3%</b>
<b>EXPENSE</b>						
501	Salaries	3,284,000.00	244,499.60	490,195.11	2,793,804.89	15%
502	Medicare	50,000.00	3,460.11	6,938.47	43,061.53	14%
503	Hospitalization	730,000.00	114,533.64	114,533.64	615,466.36	16%
504	OPERS	444,000.00	32,322.05	63,877.23	380,122.77	14%
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	1,197.66	2,293.82	13,706.18	14%
601	Contract Services	880,000.00	50,233.63	92,517.76	787,482.24	11%
701	Materials and Supplies	275,000.00	14,160.42	60,437.28	214,562.72	22%
801	Equipment	130,000.00	56,412.44	60,697.35	69,302.65	47%
901	Other	310,000.00	229.00	27,754.00	282,246.00	9%
902	Travel	90,000.00	2,025.89	6,955.32	83,044.68	8%
903	Advertising	32,000.00	40.00	509.51	31,490.49	2%
601	Res Svc (2063) Contract Services	9,400,000.00	89,036.26	311,655.77	9,088,344.23	3%
601	Capital (4023) Contract Services	200,000.00	29,300.00	44,400.00	155,600.00	22%
901	Donation (2058) Other Expenses	15,000.00	61.94	1,295.34	13,704.66	9%
		<b>\$16,006,000.00</b>	<b>\$637,512.64</b>	<b>\$1,284,060.60</b>	<b>\$14,721,939.40</b>	<b>8%</b>
<b>INTERFUND TRANSFERS</b>						
499	Transfers In-2063	9,400,000.00	.00	.00	9,400,000.00	0%
499	Transfers In-2096	600,000.00	.00	.00	600,000.00	0%
999	Transfers Out	10,000,000.00	.00	.00	10,000,000.00	0%



GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

March 16, 2022

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

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

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

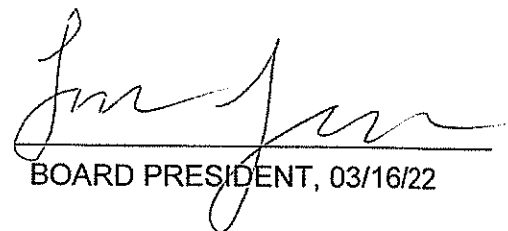
MOTION: *Mr. Lair*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/> Yes	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, 03/16/22

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 22 - 3 (B) Financial Transactions February, 2022

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

**Operating Fund (2027)**

**Payroll and Related Encumbrances:**

Account	Amount	Pay Dates: 2/11/22,2/25/22
501 - Salaries	\$ 244,499.60	
502 - Medicare	\$ 3,460.11	
504 - PERS	\$ 32,322.05	
505 - Workers Comp	\$ -	
506 - Unemployment	\$ -	
507 - STRS	\$ 1,197.66	
	<u>\$ 281,479.42</u>	

**Purchase Orders:**

Vendor	Fund	Amount	Description	PO Number
A BETTER CHOICE SLS INC	2063	\$ 5,900.00	Grant-Covid Expenses	2022-00001958
ACTIVE DAY OH, INC	2063	\$ 10,000.00	Community Employment Services	2022-00001958
BRITTANY RESIDENTIAL INC	2063	\$ 3,846.13	Invoices 938/937-December Services	2022-00001961
BURESCH, KATHLEEN	2063	\$ 10,000.00	Transportation	2022-00002001
CG-HHC,LLC	2063	\$ 5,000.00	Staff Incentive Costs	2022-00001896
METZENBAUM SHELTERED IND INC	2063	\$ 23,031.08	Invoices 943/954/956/942-December Services	2022-00001962
THE CARPET COMPANY INC	4023	\$ 9,027.52	Conference Room and Lobby	2022-00001827
THE METZENBAUM FOUNDATION	2063	\$ 2,500.00	Grant-5k Funding	2022-00001959
THE OHIO FLOOR COMPANY	2063	\$ 2,600.00	Gym Floor Refinishing	2022-00001849
		<u>\$ 71,905</u>		

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

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

BY OFFICIAL ACTION OF THE BOARD

March 16, 2022

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 22 - 4 (B) Voucher Approval - February, 2022

BE IT RESOLVED to confirm the payment of Voucher Schedule **22 - 4 - O** with expenditures totaling **237,590.02**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 02/01/22	PERIOD 2/1/2022-2/28/2022	YTD		
503 Hospitalization	730,000.00	-	114,533.64	114,533.64	615,466.36	16%
601 Contract Services	1,215,849.33	42,329.13	50,188.63	92,517.76	1,123,331.57	8%
701 Materials and Supplies	275,000.00	46,276.86	14,160.42	60,437.28	214,562.72	22%
801 Equipment	130,000.00	4,284.91	56,412.44	60,697.35	69,302.65	47%
901 Other	310,000.00	30,065.45	229.00	30,294.45	279,705.55	10%
902 Travel	90,000.00	4,929.43	2,025.89	6,955.32	83,044.68	8%
903 Advertising	32,000.00	469.51	40.00	509.51	31,490.49	2%
999 Transfers Out	10,000,000.00	-	-	-	10,000,000.00	0%
<b>TOTAL</b>	<b>12,782,849.33</b>	<b>128,355.29</b>	<b>237,590.02</b>	<b>365,945.31</b>	<b>12,416,904.02</b>	<b>3%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 4 - D** with expenditures totaling **61.94**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 02/01/22	PERIOD 2/1/2022-2/28/2022	YTD		
901 Other Expenses	15,000.00	-	61.94	61.94	14,938.06	0%
<b>TOTAL</b>	<b>15,000.00</b>	<b>-</b>	<b>61.94</b>	<b>61.94</b>	<b>14,938.06</b>	<b>0%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 4 - R** with expenditures totaling **89,036.26**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 02/01/22	PERIOD 2/1/2022-2/28/2022	YTD		
601 Service Contracts	9,400,000.00	-	89,036.26	89,036.26	9,310,963.74	1%
<b>TOTAL</b>	<b>9,400,000.00</b>	<b>-</b>	<b>89,036.26</b>	<b>89,036.26</b>	<b>9,310,963.74</b>	<b>1%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **22 - 4 - C** with expenditures totaling **29,300.00**

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 02/01/22	PERIOD 2/1/2022-2/28/2022	YTD		
601 Service Contracts	200,000.00	-	29,300.00	29,300.00	170,700.00	15%
<b>TOTAL</b>	<b>200,000.00</b>	<b>-</b>	<b>29,300.00</b>	<b>29,300.00</b>	<b>170,700.00</b>	<b>15%</b>

Motion: *Mr. Lair*  
 Second: *Mr. Jackson*  
 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				

*Sam Jackson*  
 \_\_\_\_\_  
 President

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

March 16, 2022

**Resolution: 22-23(A)**

BE IT RESOLVED to approve a Cash Transfer of up to \$2,500,000 from the General Fund Transfer Out account (2027-056-00-999) to the Residential Services Fund Transfer In account (2063-056-00-499). This amount will be used for Medicaid Waiver Match obligations and other client services.

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

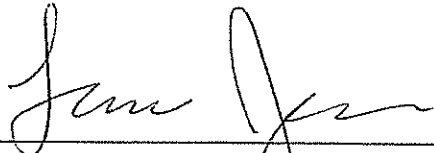
MOTION: *Mr. Lair*

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, 03/16/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

March 16, 2022

Resolution: 22-24(A)

BE IT RESOLVED to approve a Supplemental Appropriation of \$390,000 to the Construction Fund Service Contracts account (4023-056-00-601). This amount will cover costs to replace the playground and make environmental and accessibility improvements.

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

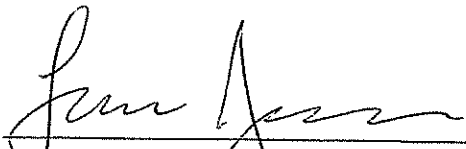
MOTION: Mrs. Keiper

SECOND: Mr. Miller

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/> Yes	<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, 03/16/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

March 16, 2022

**Resolution: 22-25(A)**

BE IT RESOLVED to approve the following Locally Funded Services Agreement between Geauga County Board of DD and Courtney George. Payments shall not exceed \$10,000.00 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.

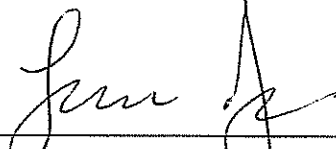
MOTION: *Mr. Miller*

SECOND: *Ms. 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, 03/16/22

## LOCALLY FUNDED SERVICES AGREEMENT

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

### 1.) TERM

This Agreement shall be effective 3/2/2022 through 12/31/2022  
This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$10,000.00 the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

#### Funding Arrangements:

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

#### Tier 1

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

#### Tier 2

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

#### Tier 3

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

transportation trips per month to and from community employment

**Tier 4**

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

**3.) INDEPENDENT CONTRACTOR**

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

**4.) CONFIDENTIALITY/HIPAA COMPLIANCE**

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

**5.) RESPONSIBILITIES OF THE BOARD**

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

**6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.**

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

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

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

**7.) DOCUMENTATION AND RECORD RETENTION**

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

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

Monitor and evaluate Contractor's compliance with the terms of this agreement

Conduct its own investigation of any complaint or incident, and

Perform any and all of its duties.



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

#### **8.) INDEMNIFICATION**

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

#### **9.) INSURANCE**

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

#### **10.) TERMINATION/MODIFICATION**

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

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

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

#### **11.) ENTIRETY**

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

#### **12.) GOVERNING LAW**

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

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

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

**13.) ASSIGNMENT**

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

**14.) MEETINGS**

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

**15.) CONTACT INFORMATION**

Courtney George  
3149 E 135th St  
Cleveland Oh 44120  
ATTN: Courtney George

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

\_\_\_\_\_  
Courtney George  
Courtney George  
Approved to Form

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 2nd day of March, 2022, by and between Courtney George (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: **Courtney George**  
**3149 E 135th St**  
**Cleveland Oh 44120**  
**Courtney George**

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

March 16, 2022

Resolution: 22-26(A)

BE IT RESOLVED to approve the following Locally Funded Services Agreement between Geauga County Board of DD and Kathleen Buresch. Payments shall not exceed \$10,000.00 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.

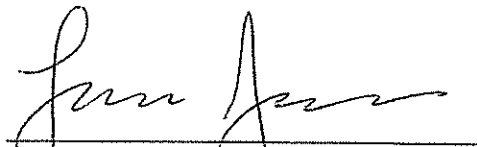
MOTION: Mrs. Keiper

SECOND: Mr. Suttell

DISCUSSION:

ROLL CALL:

Mrs. Janson	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	Mr. Jackson	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain
Mr. Suttell	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	Mr. Miller	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain
Mrs. Keiper	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Abstain	Mrs. Wilder	<input 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, 03/16/22

## LOCALLY FUNDED SERVICES AGREEMENT

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

### 1.) TERM

This Agreement shall be effective 2/22/2022 through 12/31/2022  
This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$10,000.00 the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

#### Funding Arrangements:

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

#### Tier 1

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

#### Tier 2

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

#### Tier 3

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

transportation trips per month to and from community employment

**Tier 4**

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

**3.) INDEPENDENT CONTRACTOR**

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

**4.) CONFIDENTIALITY/HIPAA COMPLIANCE**

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

**5.) RESPONSIBILITIES OF THE BOARD**

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

**6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.**

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

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

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

**7.) DOCUMENTATION AND RECORD RETENTION**

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

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

Monitor and evaluate Contractor's compliance with the terms of this agreement

Conduct its own investigation of any complaint or incident, and

Perform any and all of its duties.

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

#### **8.) INDEMNIFICATION**

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

#### **9.) INSURANCE**

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

#### **10.) TERMINATION/MODIFICATION**

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

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

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

#### **11.) ENTIRETY**

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

#### **12.) GOVERNING LAW**

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

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

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

**13.) ASSIGNMENT**

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

**14.) MEETINGS**

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

**15.) CONTACT INFORMATION**

Kathleen Buresch  
16191 E. High St  
Middlefield Oh 44062  
ATTN: Kathleen Buresch

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

\_\_\_\_\_  
Kathleen Buresch  
Kathleen Buresch  
Approved to Form

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 22nd day of February, 2022, by and between Kathleen Buresch (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: **Kathleen Buresch**  
**16191 E. High St**  
**Middlefield Oh 44062**  
**Kathleen Buresch**

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

March 16, 2022

Resolution: 22-27(A)

BE IT RESOLVED to approve the attached ICF partnership grant in an amount not to exceed \$210,000 to Jewish Family Service Association.

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

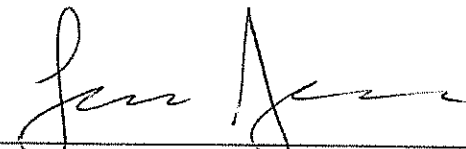
MOTION: Mr. Miller

SECOND: Mrs. Keiper

DISCUSSION:

ROLL CALL:

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, 03/16/22

## Grant Agreement

This grant agreement is initiated on this 16<sup>th</sup> of March, 2022, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and Jewish Family Service Association of Cleveland, Ohio (grantee) of 29125 Chagrin Blvd. Beachwood OH 44122, a not-for-profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a ICF partnership grant not to exceed \$210,000. Pursuant to the agreement dated January 1, 2019, grantee will continue to operate the Metzenbaum Residences ICF in partnership with GCBDD. The grant period will run from July 1, 2022 through June 30, 2023, and the award will be made in a single payment upon the execution of this agreement.

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

### GEAUGA COUNTY AUDITOR'S CERTIFICATION:

### SIGNATURES:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Bichsel, PhD, President & CEO  
Jewish Family Services Association of Cleveland

\_\_\_\_\_  
Date

Approved to Form

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

\_\_\_\_\_  
Date

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

March 16, 2022

Resolution: 22-28(A)

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$50,000.00 to The Metzenbaum Foundation for purchasing 500 Giant Eagle gift cards to be distributed to Direct Support Professionals (DSP's) serving GCBDD clients.

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

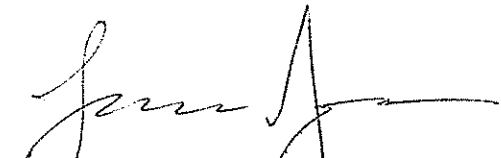
MOTION: Mr. Laird

SECOND: Mrs. 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, 03/16/22

## Grant Agreement

This grant agreement is initiated on this 16th of March, 2022, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and The Metzenbaum Foundation (grantee) of 7050 Deepwood Dr., Chagrin Falls, OH 44022, a not-for-profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a project-specific grant not to exceed \$50,000. The grant period will run from March 16, 2022, through December 31, 2022, and the award will be made in a single payment upon the execution of this agreement.

The purpose of this award is to fund the purchase of 500 gift cards from Giant Eagle, each valued at \$100, for a total cost of \$50,000. Gift cards will be purchase by grantee and delivered to GCBDD, at which point they will be distributed to Direct Support Professionals providing services to GCBDD clients. The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record to GCBDD upon the completion of the grant period, or upon request.

### GEAUGA COUNTY AUDITOR'S CERTIFICATION:

### SIGNATURES:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved to Form

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

\_\_\_\_\_  
Date

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

March 16, 2022

**Resolution: 22-29(A)**

BE IT RESOLVED to approve a one-time donation to the Metzenbaum Foundation in the amount of \$780.00 in support of the Family Fun Fest on June 25<sup>th</sup>.

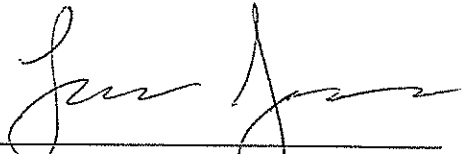
BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

MOTION: *Ms. Klipor*  
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, 03/16/22



Re: Book June 25 Rocket Ship Car 1p to 4p

Rocket Ship Car <rocketshipcar@aol.com>

Mon 3/7/2022 10:02 AM

To: Kellie Tvergyak <ktvergyako@geaugadd.org>

Good morning Kellie,

Hope you had a great weekend and enjoyed the spring like temps!

Here you go!

Rocket Ship quote: Saturday, June 25th 1p to 4p for 3 hours:

\$250.00/hr X 3 hrs. = \$750.00 + \$50.63 sales tax (unless you are tax exempt which I think you probably are.) = \$800.63 + \$30.00 Fuel surcharge = \$830.63 with sales tax or \$780.00 without sales tax.

Once you confirm the price will be honored no matter what changes between now and your event's date of June 25th. I would need one volunteer to keep the line for the car rides organized and moving smoothly. I like to keep the rides to 7 - 10 minutes including load and unloading times. I should be able to ride between 40 to 50 riders per hour as long as things stay organized.

If you need anything additional please do not hesitate to ask. Enjoy your Monday!

Joe

Joe Tomaro

[www.rocketshipcar.com](http://www.rocketshipcar.com)

Office: 440-460-0565

Cell: 727-216-3770

*"The Happiest Ride on Earth!"*

-----Original Message-----

From: Kellie Tvergyak <ktvergyako@geaugadd.org>

To: Rocket Ship Car <rocketshipcar@aol.com>

Cc: Janice Chesnes <jchesnes@geaugadd.org>; Sally Contizano <sally@metzenbaumfdn.org>

Sent: Mon, Mar 7, 2022 9:40 am

Subject: Re: Book June 25 Rocket Ship Car 1p to 4p

Hi Joe,

It was fun reminiscing with you on Friday. Lots of local history I had not known of before and I look forward to seeing you at Eddy's Fruit Farm!

Regarding the payment for the Rocketship Car, would you please be able to give me a quote of total cost? I have to have exact amounts when I present this to our Board members to approve. With the gas prices recently jumping up, If possible, I would like to make sure the rental price and fuel surcharge fee is not more at the time of the event.

Please let me know when you get a chance. If prices have increased, it is understandable. I look forward to hearing back from you.

Thanks,  
Kellie

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

March 16, 2022

**Resolution: 22-30(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...

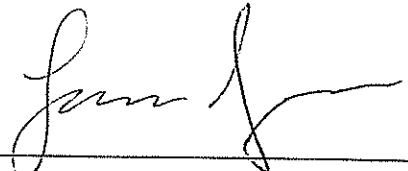
MOTION: *Mr. Miller*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

  
\_\_\_\_\_  
BOARD PRESIDENT, 03/16/22