

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**Board Meeting Agenda**

**October 18, 2023**

- I. Working Session:** 6pm Training: OhioRISE, Donna Cooke
- II. Call to Order and Roll Call:**
  - a. Roll Call 2023 Board
  - b. Approval of September 2023 Minutes
- III. Financial:**
  - a. Financial Statement Review (All funds for September)
  - b. Ethics Recommendation
  - c. Financial Transactions and Voucher Approvals
- IV. Board Status Reports:**
- V. Program Reports:**
- VI. New Business:**
  - a. Approvals:
    - i. Supplemental Appropriation Waiver Match
    - ii. Supplemental Appropriation
    - iii. Metzenbaum Foundation Approval
    - iv. Contract Approvals
    - v. Grant Requests
    - vi. Houses A and B
    - vii. Locally Funded Services Agreement Addendums
    - viii. Board Policies and Procedures Approval
    - ix. Job Description Updates
    - x. OACB Conference Delegates
    - xi. Reschedule the December 2023 Board Meeting
    - xii. Disposal of Assets
  - b. Issues:
    - i. Annual Planning Meeting October 20<sup>th</sup>, West Woods
- VII. General Announcements:**
- VIII. Other Business – comments from the floor:**
- IX. Adjournment**

***Next Board Meeting: November 15, 2023***

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

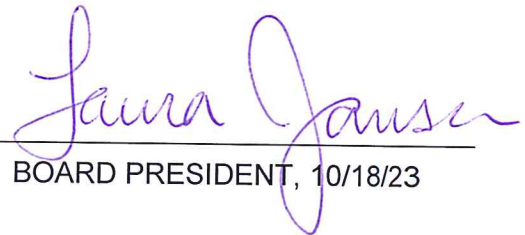
October 18, 2023

October 18, 2023, Bd. Meeting

Roll Call: 2023 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, 10/18/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

**Resolution: 23-76(A)**

BE IT RESOLVED to approve the attached minutes of the September 20, 2023, Board meeting.

MOTION: *Ms. Janson*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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

*Laura Janson*  
\_\_\_\_\_  
BOARD PRESIDENT, 10/18/23

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

***BOARD MINUTES***

***September 20, 2023***

**Board Members Present**

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

**Administration**

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

**Board Members Absent**

Martin Miller

**I. Call to Order:**

- a. Roll Call 2023 Board:  
A call of the roll indicated that all Board Members were present, except Mr. Miller. There being a quorum present, Mrs. Janson, President of the Board, called the meeting to order.
- b. Approval of Minutes:  
Resolution 23-64(A) was presented to approve the minutes for the July 19, 2023, meeting. This resolution was approved.
- c. Donations to Program:  
Resolution 23-06(D) was presented approving donations to the program. This resolution was accepted and approved.
- d. Personnel Actions:  
Resolution 23-06(P) was presented approving personnel actions. This resolution was accepted and approved.
- e. Resolution Of Appreciation:  
Resolution 23-65(A) was presented approving a resolution of appreciation to Dontez Warren. This resolution was accepted and approved.

**II. Financial**

- a. Financial Statement Review:  
Mr. Carlson provided a review of the financial statements of all funds for the time period processed in July of 2023. See attached.
- b. Ethics Recommendations:  
Resolution 23-66(A) was presented to approve the ethics recommendation for the time period processed in July 2023. 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:  
Resolution 23-13(B) was presented detailing financial transactions and Resolution 23-14(B) was presented approving voucher schedules for the period indicated. These resolutions were approved.
- d. Financial Statement Review:  
Mr. Carlson provided a review of the financial statements of all funds for the time period processed in August of 2023. See attached.

- e. Ethics Recommendations:  
Resolution 23-67(A) was presented to approve the ethics recommendation for the time period processed in August 2023. The Board found that these payments do not present a conflict of interest and this resolution was accepted and approved.
- f. Financial Transactions and Voucher Approvals:  
Resolution 23-15(B) was presented detailing financial transactions and Resolution 23-16(B) was presented approving voucher schedules for the period indicated. These resolutions were approved.

**III. Board Status Reports:**

Mr. Rice reviewed status reports.

**IV. Program Reports:**

Mr. Rice reviewed program reports.

**V. New Business:**

a. Approvals:

- i. Approval of 2024 Board Budget:  
Resolution 23-68(A) was presented approving the proposed budget for 2024. This resolution was approved.
- ii. Supplemental Appropriation & Cash Transfer:  
Resolution 23-69(A) was presented approving a Supplemental Appropriation, and a Cash Transfer. This resolution was approved.
- iii. JFSA Grant:  
Resolution 23-70(A) was presented approving a grant request from JFSA. This resolution was approved.
- iv. LFSA Contracts:  
Resolution 23-71(A) was presented approving a list of LFSAs and LFSA Addendums for client services. This resolution was approved.
- v. Dept. On Aging Approval:  
Resolution 23-72(A) was presented approving a contract agreement with the Geauga County Dept, on Aging. This resolution was approved.
- vi. Job Description Approval:  
Resolution 23-73(A) was presented approving job descriptions for Investigative Agent, and Service & Compliance Coordinator. This resolution was approved.
- vii. Disposal of Assets:  
Resolution 23-74(A) was presented approving the disposal of assets. This resolution was approved.

b. Issues:

- i. August Board Meeting:  
Mr. Rice reminded the board there is an Annual Planning Meeting on October 20.
- ii. Board Policy 2.14 Remote Board Member Attendance:  
Rice discussed with the board a suggested board policy and procedure for remote attendance at board meetings.

**VI. General Announcements:**

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

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

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

**VIII. Executive Session:**

Resolution 23-75(A) was presented approving to move into Executive Session, Pursuant to ORC 121.22 (G)(1) To consider the appointment, employment, dismissal, discipline, promotion...

**IX. Adjournment:**

Mrs. Janson, board president adjourned the meeting.

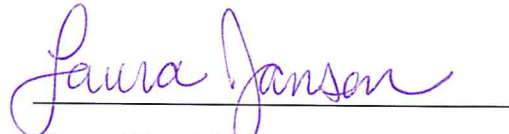
***The Next Board meeting will be on October 18, 2023.***

Submitted:



Donald L. Rice II, Superintendent

Approval:



Board President

*cc: Bd. of Geauga Co. Commissioners, Geauga Co. Probate Court, Geauga Co. Prosecutor*

# Geauga County Board of DD Revenue and Expense Report

7/1/2023-7/31/2023

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	12,035,803.00	.00	6,275,992.52	5,759,810.48	52%
410	State Reimbursement-Real Estate	1,180,460.00	.00	597,876.23	582,583.77	51%
412	Federal Grants	696,000.00	44,881.23	514,228.76	181,771.24	74%
413	State Revenues	600,000.00	25,728.41	309,195.02	290,804.98	52%
420	Fees	766,000.00	51,570.55	579,998.23	186,001.77	76%
450	Interest	.00	.00	4,372.73	(4,372.73)	--
451	Donations	20,000.00	.00	372,496.62	(352,496.62)	1862%
452	Other Revenue	200,000.00	26.87	1,003,845.78	(803,845.78)	502%
452.0104	Other Revenue Real Estate Fee Fund	.00	.00	1,820.00	(1,820.00)	--
457	Reimbursements	.00	.00	.00	.00	--
		\$15,498,263.00	\$122,207.06	\$9,659,825.89	\$5,838,437.11	62%
<b>EXPENSE</b>						
501	Salaries	3,502,000.00	261,097.10	1,897,416.68	1,604,583.32	54%
502	Medicare	51,000.00	3,697.87	26,901.15	24,098.85	53%
503	Hospitalization	750,000.00	60,780.06	424,471.38	325,528.62	57%
504	OPERS	490,280.00	33,842.85	251,154.46	239,125.54	51%
505	Workers Compensation	15,000.00	.00	.00	15,000.00	--
506	Unemployment	7,000.00	456.56	1,851.46	5,148.54	26%
507	STRS	18,000.00	1,067.76	8,489.46	9,510.54	47%
601	Contract Services	1,064,647.50	45,862.29	397,280.00	667,367.50	37%
701	Materials and Supplies	397,649.47	5,135.32	194,933.55	202,715.92	49%
801	Equipment	231,029.64	2,820.47	57,704.89	173,324.75	25%
901	Other	304,579.69	1,746.03	167,190.03	137,389.66	55%
902	Travel	69,384.20	4,797.37	31,064.93	38,319.27	45%
903	Advertising	40,000.00	14.41	17,556.44	22,443.56	44%
601	Res Svc (2063) Contract Services	10,583,638.88	351,769.88	5,096,854.48	5,486,784.40	48%
601	Capital (4023) Contract Services	1,345,878.44	34,886.00	442,037.10	903,841.34	33%
901	Donation (2058) Other Expenses	47,663.42	73.40	24,131.59	23,531.83	51%
		\$18,917,751.24	\$808,047.37	\$9,039,037.60	\$9,878,713.64	48%
<b>INTERFUND TRANSFERS</b>						
499	Transfers In-2063	10,400,000.00	2,000,000.00	7,000,000.00	3,400,000.00	67%
499	Transfers In-2096	.00	.00	.00	.00	0%
999	Transfers Out	10,400,000.00	2,000,000.00	7,000,000.00	3,400,000.00	67%

# Geauga County Board of DD Revenue and Expense Report

8/1/2023-8/31/2023

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	12,035,803.00	.00	6,275,992.52	5,759,810.48	52%
410	State Reimbursement-Real Estate	1,180,460.00	.00	597,876.23	582,583.77	51%
412	Federal Grants	696,000.00	.00	514,228.76	181,771.24	74%
413	State Revenues	600,000.00	.00	309,195.02	290,804.98	52%
420	Fees	766,000.00	.00	579,998.23	186,001.77	76%
450	Interest	.00	4,889.94	9,262.67	(9,262.67)	--
451	Donations	20,000.00	.00	372,496.62	(352,496.62)	1862%
452	Other Revenue	200,000.00	213.98	1,004,059.76	(804,059.76)	502%
452.0104	Other Revenue Real Estate Fee Fund	.00	.00	1,820.00	(1,820.00)	--
457	Reimbursements	.00	.00	.00	.00	--
		\$15,498,263.00	\$5,103.92	\$9,664,929.81	\$5,833,333.19	62%
<b>EXPENSE</b>						
501	Salaries	3,502,000.00	265,437.82	2,162,854.50	1,339,145.50	62%
502	Medicare	51,000.00	3,760.89	30,662.04	20,337.96	60%
503	Hospitalization	750,000.00	280.00	424,751.38	325,248.62	57%
504	OPERS	490,280.00	.00	251,154.46	239,125.54	51%
505	Workers Compensation	15,000.00	.00	.00	15,000.00	--
506	Unemployment	7,000.00	.00	1,851.46	5,148.54	26%
507	STRS	18,000.00	1,028.57	9,518.03	8,481.97	53%
601	Contract Services	1,064,647.50	30,018.68	427,298.68	637,348.82	40%
701	Materials and Supplies	397,649.47	10,645.46	205,579.01	192,070.46	52%
801	Equipment	231,029.64	8,292.21	65,997.10	165,032.54	29%
901	Other	304,579.69	569.00	167,759.03	136,820.66	55%
902	Travel	69,384.20	5,989.31	37,054.24	32,329.96	53%
903	Advertising	40,000.00	559.98	18,116.42	21,883.58	45%
601	Res Svc (2063) Contract Services	10,583,638.88	1,771,460.56	6,868,315.04	3,715,323.84	65%
601	Capital (4023) Contract Services	1,345,878.44	93,798.21	535,835.31	810,043.13	40%
901	Donation (2058) Other Expenses	47,663.42	238.01	24,369.60	23,293.82	51%
		\$18,917,751.24	\$2,192,078.70	\$11,231,116.30	\$7,686,634.94	59%
<b>INTERFUND TRANSFERS</b>						
499	Transfers In-2063	10,400,000.00	.00	7,000,000.00	3,400,000.00	67%
499	Transfers In-2096	.00	.00	.00	.00	0%
999	Transfers Out	10,400,000.00	.00	7,000,000.00	3,400,000.00	67%



# Geauga County Board of DD Revenue and Expense Report

9/1/2023-9/30/2023

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	12,035,803.00	6,032,329.72	12,308,322.24	(272,519.24)	102%
410	State Reimbursement-Real Estate	1,180,460.00	3,048.37	600,924.60	579,535.40	51%
412	Federal Grants	696,000.00	122,157.10	636,385.86	59,614.14	91%
413	State Revenues	600,000.00	19,960.59	380,675.96	219,324.04	63%
420	Fees	766,000.00	19,789.48	615,498.11	150,501.89	80%
450	Interest	.00	.00	9,262.67	(9,262.67)	--
451	Donations	20,000.00	43.00	373,099.62	(353,099.62)	1865%
452	Other Revenue	200,000.00	57,255.33	1,325,308.02	(1,125,308.02)	663%
452.0104	Other Revenue Real Estate Fee Fund	.00	.00	1,820.00	(1,820.00)	--
457	Reimbursements	.00	.00	.00	.00	--
		<b>\$15,498,263.00</b>	<b>\$6,254,583.59</b>	<b>\$16,251,297.08</b>	<b>(\$753,034.08)</b>	<b>105%</b>
<b>EXPENSE</b>						
501	Salaries	3,502,000.00	271,232.43	2,434,086.93	1,067,913.07	70%
502	Medicare	51,000.00	3,844.89	34,506.93	16,493.07	68%
503	Hospitalization	750,000.00	60,795.06	546,056.50	203,943.50	73%
504	OPERS	490,280.00	35,815.09	321,506.03	168,773.97	66%
505	Workers Compensation	15,000.00	.00	.00	15,000.00	--
506	Unemployment	7,000.00	.00	1,851.46	5,148.54	26%
507	STRS	18,000.00	1,205.69	10,723.72	7,276.28	60%
601	Contract Services	1,047,964.83	38,444.25	465,742.93	582,221.90	44%
701	Materials and Supplies	396,553.65	24,060.62	229,639.63	166,914.02	58%
801	Equipment	226,820.30	377.03	66,374.13	160,446.17	29%
901	Other	304,282.21	90,369.58	258,128.61	46,153.60	85%
902	Travel	73,896.74	4,170.00	41,224.24	32,672.50	56%
903	Advertising	40,000.00	.00	18,116.42	21,883.58	45%
601	Res Svc (2063) Contract Services	10,572,093.21	229,249.13	7,097,564.17	3,474,529.04	67%
601	Capital (4023) Contract Services	1,328,147.64	13,099.00	548,934.31	779,213.33	41%
901	Donation (2058) Other Expenses	31,913.74	180.39	24,549.99	7,363.75	77%
		<b>\$18,854,952.32</b>	<b>\$772,843.16</b>	<b>\$12,099,006.00</b>	<b>\$6,755,946.32</b>	<b>64%</b>
<b>INTERFUND TRANSFERS</b>						
499	Transfers In-2063	10,400,000.00	.00	7,000,000.00	3,400,000.00	67%
499	Transfers In-2096	.00	.00	.00	.00	0%
999	Transfers Out	10,400,000.00	.00	7,000,000.00	3,400,000.00	67%

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

**Resolution: 23-77(A)**

BE IT RESOLVED that the Board has reviewed the financial transactions processed in the time period of September 2023.

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

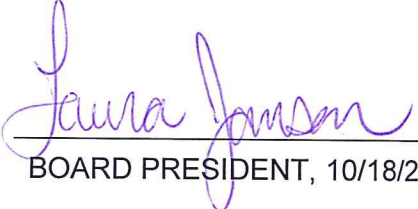
MOTION: Mrs. Janson

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 10/18/23

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 23 - 17 (B) Financial Transactions September, 2023

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated September 20th, 2023 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: 9/8,9/22
501 - Salaries	\$ 271,232.43	
502 - Medicare	\$ 3,844.89	
504 - PERS	\$ 35,815.09	
505 - Workers Comp	\$ -	
506 - Unemployment	\$ -	
507 - STRS	\$ 1,205.69	
	<u>\$ 312,098.10</u>	

**Purchase Orders:**

Vendor	Fund	Amount	Description	PO Number
HERITAGE POOL SUPPLY GROUP	2027	\$ 2,422.68	Pool Supplies (reference PO 2023-	2023-00003072
KANGAS, MARY JANE	2063	\$ 3,000.00	Transportation	2023-00003263
MK ROOFING & CONSTRUCTION	4023	\$ 7,053.00	Awning Roof Repair	2023-00003021
NELSON, BRITTANY	2063	\$ 2,500.00	Transportation	2023-00003265
PAVICK, SANDRA L.	2063	\$ 1,000.00	Transportation	2023-00003264

\$ 15,975.68

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

Roll Call Vote:

Mr. Jackson:	<u>Yea</u>	Nay	Abstain	Mr. Miller:	<u>Yea</u>	Nay	Abstain
Mrs. Janson:	<u>Yea</u>	Nay	Abstain	Mr. Suttell:	<u>Yea</u>	Nay	Abstain
Mrs. Wilder:	<u>Yea</u>	Nay	Abstain	Mr. Lair:	<u>Yea</u>	Nay	Abstain
Mrs. Keiper:	<u>Yea</u>	Nay	Abstain				

*Laura Janson*  
 \_\_\_\_\_  
 President

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 23 - 18 (B) Voucher Approval - September, 2023

BE IT RESOLVED to confirm the payment of Voucher Schedule **23 18 - O** with expenditures totaling **218,216.54**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 09/01/23	PERIOD 9/1/2023-9/30/2023	YTD		
503 Hospitalization	750,000.00	424,751.38	60,795.06	485,546.44	264,453.56	65%
601 Contract Services	1,047,964.83	427,298.68	38,444.25	465,742.93	582,221.90	44%
701 Materials and Supplies	396,553.65	205,579.01	24,060.62	229,639.63	166,914.02	58%
801 Equipment	226,820.30	65,997.10	377.03	66,374.13	160,446.17	29%
901 Other	304,282.21	167,759.03	90,369.58	258,128.61	46,153.60	85%
902 Travel	73,896.74	37,054.24	4,170.00	41,224.24	32,672.50	56%
903 Advertising	40,000.00	18,116.42	-	18,116.42	21,883.58	45%
999 Transfers Out	10,400,000.00	7,000,000.00	-	7,000,000.00	3,400,000.00	67%
<b>TOTAL</b>	<b>13,239,517.73</b>	<b>8,346,555.86</b>	<b>218,216.54</b>	<b>8,564,772.40</b>	<b>4,674,745.33</b>	<b>65%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 18 - D** with expenditures totaling **180.39**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 09/01/23	PERIOD 9/1/2023-9/30/2023	YTD		
901 Other Expenses	31,913.74	24,369.60	180.39	24,549.99	7,363.75	77%
<b>TOTAL</b>	<b>31,913.74</b>	<b>24,369.60</b>	<b>180.39</b>	<b>24,549.99</b>	<b>7,363.75</b>	<b>77%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 18 - R** with expenditures totaling **229,249.13**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 09/01/23	PERIOD 9/1/2023-9/30/2023	YTD		
601 Service Contracts	10,572,093.21	6,868,315.04	229,249.13	7,097,564.17	3,474,529.04	67%
<b>TOTAL</b>	<b>10,572,093.21</b>	<b>6,868,315.04</b>	<b>229,249.13</b>	<b>7,097,564.17</b>	<b>3,474,529.04</b>	<b>67%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 18 - C** with expenditures totaling **13,099.00**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 09/01/23	PERIOD 9/1/2023-9/30/2023	YTD		
601 Service Contracts	1,328,147.64	535,825.31	13,099.00	548,924.31	779,223.33	41%
<b>TOTAL</b>	<b>1,328,147.64</b>	<b>535,825.31</b>	<b>13,099.00</b>	<b>548,924.31</b>	<b>779,223.33</b>	<b>41%</b>

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

Roll Call Vote:

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

*Leura Janson*  
 \_\_\_\_\_  
 President

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

**Resolution: 23-78(A)**

BE IT RESOLVED to approve a Supplemental Appropriation of \$2,000,000 in the Reserve Fund Transfers Out account (2096-056-00-999).

BE IT RESOLVED to approve a Cash Transfer of \$2,000,000 from the Reserve Fund Transfer Out account (2027-056-00-999) to the Residential Services Fund Transfer In account (2063-056-00-499).

BE IT RESOLVED to approve a Supplemental Appropriation of \$2,000,000 in the Residential Services Fund Contracted Services account (2063-056-00-601).

All of the above transactions will be used for waiver match and other locally funded services.

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


MOTION: *Mr. Lair*

SECOND: *Mr. Miller*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 10/18/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

**Resolution: 23-79(A)**

BE IT RESOLVED to approve a Supplemental Appropriation of \$150,000 in the MRDD Donation Fund account (2058-056-00-601).

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. Jackson*

DISCUSSION:

ROLL CALL: *left @ 7:10pm*

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				

*Richard Suttell*  
BOARD PRESIDENT, 10/18/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

**Resolution: 23-80(A)**

BE IT RESOLVED to approve the attached grant to The Metzenbaum Foundation in an amount not to exceed \$150,000.

BE IT FURTHER RESOLVED to approve the attached contract with the Metzenbaum Foundation regarding the Outreach and Appreciation Program

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

MOTION: *Mr. Jackson*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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

*Richard Fullilove*  
BOARD PRESIDENT, 10/18/23

Grant Agreement

This grant agreement is initiated on this 18<sup>th</sup> of October 2023, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and The Metzenbaum Foundation (grantee) of 8200 Cedar Rd., Chesterland, OH 44026, a not-for-profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a grant not to exceed \$150,000. The award will be made in a single payment upon the execution of this agreement.

The purpose of this award is to establish an Outreach and Appreciation Program, which will be managed by the grantee as outlined in the contract dated 10/18/23.

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

\_\_\_\_\_  
Dat

\_\_\_\_\_  
GEAUGA COUNTY AUDITOR'S CERTIFICATION:



**Contract Between the  
Geauga County Board of Developmental Disabilities  
and The Metzenbaum Foundation**

This agreement is initiated on this 18th of October, 2023, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and The Metzenbaum Foundation (TMF) of 8200 Cedar Rd., Chesterland, OH 44026, a not for profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

**PREAMBLE**

WHEREAS, GCBDD is the public body in Geauga County that oversees a comprehensive list of services provided to individuals in Geauga County whose capacity has been impaired because of a developmental disability in accordance with the provisions of Chapter 5126 of the Ohio Revised Code;

WHEREAS, the GCBDD has the authority, as conferred by Revised Code 5126.05 (E), to enter into a contract with a Non-Profit Board;

WHEREAS, TMF is a duly incorporated entity in compliance with the requirements of Revised Code Chapter 1702;

**A. Terms:** This agreement is effective 10/18/23 through 10/17/24. The agreement will automatically renew on its anniversary date for a one year period unless terminated as indicated in section I.

**B. Purpose:** The purpose of this contract is to furnish a basis for cooperation and agreement between GCBDD and TMF in the establishment and management of the Outreach and Appreciation Program. The goal of this program is to increase awareness of persons with disabilities and related services offered by Geauga DD/TMF, as well as to provide recognition/appreciation to direct support staff and others who make a positive difference in the lives of people with DD.

**C. Responsibilities of the GCBDD**

1. The GCBDD is responsible for granting funds to TMF to establish and maintain the Outreach and Appreciation Program. Funds available for this program are at the sole discretion of the GCBDD.
2. All expenditures from the Outreach and Appreciation Program require prior authorization by the GCBDD Superintendent or their designee.

**D. Responsibilities of TMF**

1. TMF is responsible for establishing a separate account designated for Outreach and Appreciation Program.

2. TMF shall be responsible for all accounts payable/receivable activities and reconciliation related to the Outreach and Appreciation Program.
3. TMF may invest funds granted for this program as they see fit, provided funds are made available to carry out the program's goals on a timely basis.

**E. Joint responsibilities:**

- a. GCBDD and TMF will collaborate to create processes and methods to carry out the Outreach and Appreciation Program.
- b. Annually review the Outreach and Appreciation Program to determine whether effective results are being achieved and whether modifications need to be implemented.

**F. Notices:** All communications regarding any change or issue involving the agreement will be in writing to the following contacts:

Metzenbaum Foundation  
Attn: Treasurer  
8200 Cedar Rd.  
Chesterland, OH 44026

Geauga County Board of DD  
Attn: Superintendent  
8200 Cedar Rd.  
Chesterland, OH 44026

**G. Independent Organizations:** At all times during this agreement, both parties will serve as independent contractors. Only the specific obligations outlined in this agreement are to be followed by each organization. Each party otherwise will follow its own policies and procedures, calendar, and meet any other obligation independently.

**H. Oversight:** Upon request, TMF will provide the GCBDD Superintendent, or his designee, with minutes, financials, and/or other material.

**I. Termination:**

Mutual Agreement: This agreement may be amended, modified, or terminated by the mutual agreement of the parties. Any changes can be added as an amendment signed by both parties and attached to the original agreement.

Termination for Cause: In the case of criminal conduct, gross immoral behavior, or blatantly failing to meet the obligations outlined in this agreement which places the other party in a harmful situation, either party may terminate the contract in 30 days with a written letter.

All other conflicts or grievances will follow the following process in an effort to find a workable solution that allows the process to continue. All times mentioned are recommendations that can be modified by mutual consent of both parties.

Step 1 – When a situation arises that can't be handled by the Treasurer and the GCBDD staff, a meeting of TMF will be held. Phone conferences can be used in place of holding

a meeting. Information will be shared and researched to try to find a workable solution. Step 1 will take up to 14 days. If a solution is not reached, the issue will move to Step 2.

Step 2 - If there is not a satisfactory solution to Step 1, a mutually agreed to third party will be used as a mediator. Each party will submit a written summary of the issue stating their points. Copies will be provided to each party. A meeting will be held by the third party to ask questions and clarify the issue. Within 30 days, the mediating party will submit a summary of their findings and recommendation for a solution. The mediator's recommendation will not be binding on the parties, but every effort should be taken to accept this solution.

Step 3 – If the mediator's solution is not acceptable to both parties, either party may issue a letter stating that they wish to terminate the agreement effective in at least 30 days from the date of the letter.

Termination by Choice – If either party wishes to terminate this agreement of their own volition, a 3 month notice will be given in writing. When canceled, all unused funds will be returned to GCBDD.

**J. Miscellaneous:**

Severability – Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the agreement shall be prohibited by or invalid under any applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the agreement.

Force Majeure – Neither party shall be responsible for failure to perform caused by events beyond their control. Such events may include, but are not restricted to the following: Acts of God, fire, epidemics, earthquakes, floods, strikes, war or civil disorders, or unavailability of transportation.

Governing Law – This agreement shall be deemed to be made under and shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

**K. Signatures:**

\_\_\_\_\_  
For the GCBDD  
Donald L. Rice, II, Superintendent

\_\_\_\_\_  
For TMF  
Dr. Dennis Schmidt, TMF President

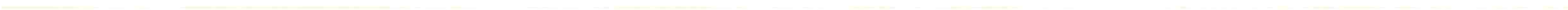
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved to form,  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

GEAUGA COUNTY AUDITOR CERTIFICATION:



GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

**Resolution: 23-81(A)**

BE IT RESOLVED to approve the attached contract agreement between the Geauga County Board of Developmental Disabilities and the North East Ohio Network (NEON), in an amount not to exceed \$6,160,000, for fiscal management and quality assessment nurse review expenses.

BE IT FURTHER RESOLVED to approve the attached contract agreement between the Geauga County Board of Developmental Disabilities and the Metzenbaum Foundation, in an amount not to exceed \$635,750, for annual programming expenses.

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

MOTION: *Mr. Jackson*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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

*Richard Suttell*  
BOARD PRESIDENT, 10/18/23

## BUSINESS ASSOCIATE AGREEMENT CONTRACT

This Agreement is entered into this 9<sup>th</sup> day of October, 2023, by and between the Geauga County Board of Developmental Disabilities, located at 8200 Cedar Road, Suite 3550, Chesterland, OH 44026, hereinafter referred to as "DD Board", and North East Ohio Network, located at 721 Boardman-Poland Road, Suite 103, Boardman, OH 44512, hereinafter referred to as "Business Associate", a Council of Governments organized according to the laws of the State of Ohio pursuant to Chapter 167 of the Ohio Revised Code. The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration for the "Term" which is defined as the time period beginning January 1, 2024 ("Effective Date") through December 31, 2024. Unless notification of termination is received by either party in accordance to Section twenty of this agreement, it will be assumed that both parties desire to extend and continue said agreement; it is provided that said agreement shall extend on a yearly basis under the same terms and conditions as contained in this agreement.

This Agreement shall be in effect for 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 attached and incorporated hereinto as Exhibit A.
  - 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 to the extent permitted by law.
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. This Agreement may only be amended or modified by mutual written agreement signed by both parties. Either party may terminate this Agreement at any time with 120 day written notice sent by certified mail, return receipt requested, to the other party to such party's notice address as set forth in Section twenty-one of this Agreement.
21. 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:

*Kelsi Garwood, Executive Director  
North East Ohio Network  
721 Boardman Poland Rd, Ste 103  
Boardman, Ohio 44512*

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*

10 / 10 / 2023

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

\_\_\_\_\_  
Date

Contractor:

*John Vennetti*

10 / 10 / 2023

\_\_\_\_\_  
John Vennetti, Council President

\_\_\_\_\_  
Date

*Kelsi Garwood*

10 / 09 / 2023

\_\_\_\_\_  
Kelsi Garwood, Executive Director

\_\_\_\_\_  
Date

EXHIBIT A  
NEON SERVICES PROVIDED TO GEAUGA COUNTY BOARD OF DD  
January 1, 2024- December 31, 2024

**A. NEON shall provide services to the Board as follows:**

Quality Assessment Registered Nurse Reviews

- Complete on-site visit to observe administration of medication and/or health related activities to individuals.
- Complete the Quality Assessment Review Tool and Summary Report per DODD protocol with the final documents submitted to the provider and Board.
- Complete follow-up with provider to determine that corrective measures have been implemented per plan of correction as submitted to the QARN.
- Provide consultation/technical assistance as requested by the Board and providers.

Fiscal Supports/Funds Management

- Manage and monitor Board funds in separate bank account
- Payment of bills authorized by the Board
- Submit Medicaid waiver match payments(s) to ODDD
  - a. NEON shall invoice the DD Board for an amount not to exceed \$6,100,000 in total for calendar year 2024. Invoice amounts and timeframes will be determined via consultation between representatives of the DD Board and NEON, with the first payment occurring within the first quarter of 2024.

**B. Services Fees for Calendar Year 2024:**

- Quality Assessment Registered Nurse Reviews
  - \$15,000 per year
  - Mileage Reimbursement - Reimbursement of mileage, excluding RN's normal start/end time from home to the GCBDD office; if the start/end location is other than the GCBDD office, mileage will be reimbursed for any miles in excess of the normal miles to the office. Mileage reimbursement will be calculated using the IRS Rate in effect at the time of travel.
- Fiscal Supports/Funds Management
  - \$4,250 per year
- Membership Fee
  - \$8,000.00 per year

Payments shall not exceed \$60,000 for the initial term of this agreement.  
Each renewal period will have a cap set annually by the Board.

**Contract Between the  
Geauga County Board of Developmental Disabilities  
and The Metzenbaum Foundation**

This agreement is initiated on this 18th of October, 2023, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and The Metzenbaum Foundation (TMF) of 8200 Cedar Rd., Chesterland, OH 44026, a not for profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

**PREAMBLE**

WHEREAS, GCBDD is the public body in Geauga County that oversees a comprehensive list of services provided to individuals in Geauga County whose capacity has been impaired because of a developmental disability in accordance with the provisions of Chapter 5126 of the Ohio Revised Code;

WHEREAS, the GCBDD does have the authority, as conferred by Revised Code 5126.05 (E), to enter into a contract with a Non-Profit Board for purposes of providing services to individuals whose capacity has been impaired because of developmental disabilities;

WHEREAS, TMF is a duly incorporated entity in compliance with the requirements of Revised Code Chapter 1702;

WHEREAS, TMF intends to provide various social/recreational programs and opportunities for individuals with developmental disabilities to integrate into their community;

WHEREAS, TMF intends to provide payment for services to individuals with developmental disabilities to attend camp, purchase equipment, receive respite services, and purchase disability related personal care items;

WHEREAS, TMF intends to support the Amish special needs schools, Sunny Hope and Sunny Acres, with transportation subsidies;

WHEREAS, the GCBDD supports these efforts of TMF;

WHEREAS, the GCBDD and TMF shall comply with all applicable rules and regulations established by O.R.C. for provision of services to individuals with developmental disabilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby agree to the following terms and provisions governing the provision of Family Support Services.

**A. Terms:** This agreement is effective 1/1/24 through 12/31/24.

**B. Definitions:**

Individual - means an individual with developmental disabilities determined eligible for programs and services pursuant to rules established under sections 5126.08 of the Revised Code and who is currently enrolled in such programs and services.

GCBDD - means the Geauga County Board of Developmental Disabilities created pursuant to section 5126.02 of the Revised Code which oversees and controls all of the activities related to providing services to individuals with developmental disabilities.

DODD – means the Ohio Department of Developmental Disabilities.

TMF - means the board of trustees responsible for the oversight of The Metzenbaum Foundation created pursuant to Chapter 1702 of the Revised Code.

**C. Purpose:** The purpose of this contract is to furnish a basis for cooperation and agreement between GCBDD and TMF in the payment for services provided under Family Home Based Services, and related programs as for persons with developmental disabilities as provided for in the Ohio Revised Code as detailed in paragraph H.

**D. Individuals to be served**

Individuals who are eligible for Family Support Services and related services pursuant to ORC 5126 who have been identified to be eligible by the GCBDD will be served by this agreement.

**E. Responsibilities of the GCBDD**

1. The GCBDD is responsible to identify eligible individuals to receive training and/or services under this agreement, pursuant to ORC 5126.
2. Oversee and provide assurance that the programs operated by the GCBDD are in compliance with the rules, regulations and standards of the Ohio Department of Developmental Disabilities; 5123: 2-1-06 of the Administrative Rule, and all other applicable local, state, and federal agencies.
3. The GCBDD will provide office space for the employees of TMF as needed.
4. The GCBDD will allow TMF to use the building space at the Metzenbaum Center for free provided the proper scheduling and use rules are followed.
5. The GCBDD will monitor the financial situation of TMF and grant additional funding as needed to ensure that TMF is fully reimbursed for any costs associated with processing the Family Home Based Service payments.
6. The GCBDD will not guarantee financial support for new business ventures or capital expenditures. Any financial grants for new business or capital purchases would be handled via a separate agreement.

**F. Responsibilities of TMF**

1. TMF shall be solely responsible and have sole control for making all business decisions regarding its normal operations at all locations where business is conducted which relates to contracts, quotes, purchases, debts, obligations, and approval procedures. Any and all purchases by TMF not outlined in this agreement shall be their sole responsibility.
2. TMF shall explore, research, and develop, at its discretion new opportunities for programming and determine their feasibility.
3. TMF shall be solely responsible for policies regarding selecting, hiring, scheduling, salary, benefits and assignment of its employees.
4. TMF shall be responsible for purchasing all specialized equipment, supplies and materials which relates to the completion of any and all of its business ventures and contracts.
5. Comply with all local, state and federal regulations in regard to; non-profit organizations, comply with all requirements for documentation of services, assure that all income, gifts, grants, or bequests are received, maintained, and disbursed in accordance with state laws and regulations governing such funds, and comply with the Equal Employment Opportunity Commission rules and regulations is required as is compliance with ORC 125.111 as to affirmative action.
6. TMF will report at least annually to the GCBDD on how these grant funds were used to serve individuals with developmental disabilities. This report and the supporting documentation will be made available to GCBDD staff upon request.
7. TMF shall make monthly reports to the GCBDD of the programs offered and participants in each program.

**G. Joint Responsibilities of the GCBDD and TMF**

1. Conduct and maintain an ongoing public information and awareness program to better publicize the activities of the Family Home Based Services program to increase community awareness of the services provided by both the GCBDD and TMF. TMF shall provide any program information to the GCBDD's public relations representative for dissemination.
2. Annually review the Family Home Based Services and related programs offered to determine whether effective results are being achieved and/or modifications that need to be implemented.
3. Comply with the rules and regulations established by the Ohio Department of Administrative Services and the Department of Developmental Disabilities relating to programs for individuals with developmental disabilities.

**H. Description of Services/Funding:**

1. The GCBDD will make a payment of \$635,750 to TMF upon the execution of this agreement.
  - a. Amounts are allocated as follows:

FHBS	\$240,000
Summer Camp/Rec	\$96,000
Amish Transportation	\$55,000
Amish School Supplies	\$1,100
Special Olympics Coaches	\$11,000
Recreation	\$150,000
Community Connections	\$71,650
Client Special Requests	\$11,000
<b>TOTAL</b>	<b>\$635,750</b>

2. TMF will make payments for Family Home Based Services, Summer Camp/Recreation Support, and Amish Transportation in accordance with Board Policy. Specific Procedures are outlined in Board Policy chapter 6, sections 2, 3, and 4, all of which are detailed in Attachment A, which is incorporated in this agreement.
3. TMF will provide coaching stipends for approximately 10 coaches in the recreation programs.
4. TMF will provide Recreation/Socialization programs that serve a monthly average of 160 individuals with developmental disabilities. TMF will provide a variety of activities and programs that are open to clients of the GCBDD with little or no costs. These activities will be led by TMF staff. Recreation/Socialization programs consist of the following:

Special Olympics: Year-round sports which vary from 7 week to 18 week sessions.

Track and Field, Volleyball (1 team), Swimming, Basketball (2 teams), Soccer, Softball (2 teams), Golf, Bowling (Team and Individual)

Dinner club: Meets 10 months a year at two separate restaurants.

Aktion Club: On average 35 members (as of October 2023) meet 10 times per year.

Recreation Outings: Various places in Northeast Ohio, average of 8 times a month.

Dances: 10 times per year.

Any reductions to the above minimums must be replaced with new options and must be approved by the GCBDD.

5. TMF will provide a series of programs that include the general public and individuals with developmental disabilities, known as Community Connections. These activities will

have little or no costs, and may be led by community members, private providers, individuals with developmental disabilities, or even GCBDD staff on their own time. The key is that individuals with developmental disabilities are able to participate. These programs can be promoted by the GCBDD, but any costs for staffing or supplies will be paid for by TMF. Community Connections will serve a monthly average of 110 people.

6. TMF will establish a separate fund or checking account to process the payments for services and other related expenses. This fund or account will have enough deposited to cover the payment for services approved from the program areas as the need arises.
7. TMF will determine an appropriate process of oversight, reconciling, and reporting on a monthly, quarterly, or other basis as they see fit.
8. The GCBDD considers the grant amount to be sufficient to cover costs of any and all TMF functions related to processing payments and providing the aforementioned programs/services.

**I. Facilities:** The GCBDD will maintain ownership and care for all the facilities used at the Metzenbaum campus. The GCBDD shall provide the space necessary for the execution of the services outlined in this agreement.

**J. Notices:** All communications regarding any change or issue involving the agreement will be in writing to the following contacts:

Metzenbaum Foundation  
Attn: Treasurer  
8200 Cedar Rd.  
Chesterland, OH 44026

Geauga County Board of DD  
Attn: Superintendent  
8200 Cedar Rd.  
Chesterland, OH 44026

**K. Independent Organizations:** At all times during this agreement, both parties will serve as independent contractors. Only the specific obligations outlined in this agreement are to be followed by each organization. Each party otherwise will follow its own policies and procedures, calendar, and meet any other obligation independently.

**L. Equipment:** Each organization will maintain its own list of equipment and follow the appropriate tracking and fiscal monitoring like depreciation. If either party wishes, equipment can be shared with the other party without going through a bid process.

Both parties agree that all assets, materials or equipment purchased by TMF shall be the legal property of TMF, or its lawful successors or assign, unless the parties agree otherwise in writing with respect to specific materials or equipment.

If TMF ceases to do business, all assets purchased with tax payer dollars will revert to the GCBDD. Any acquisitions of material equipment or assets that have been purchased by TMF (private sector dollars) will be liquidated in accordance with law.

**M. Insurance:** Each party will carry its own policies or requirements for appropriate insurances.



The GCBDD will carry insurances for building, grounds and vehicles owned by the GCBDD.

TMF will carry insurance for materials, equipment and vehicles owned by TMF.

TMF will provide general liability insurance for the various programs and activities and indemnify GCBDD.

TMF will provide GCBDD with a certificate of insurance upon the initiation of this agreement.

The GCBDD will provide general liability insurance (insurance that pays damages where a person or organization is found responsible for injury or harm caused) coverage for the Family Support Services programming and indemnify TMF.

**N. Oversight:** Upon request, TMF will provide the GCBDD Superintendent, or his designee, with minutes, financials, and/or other material to prove responsible use of the grant funds.

**O. Termination:**

Mutual Agreement: This agreement may be amended, modified, or terminated by the mutual agreement of the parties. Any changes can be added as an amendment signed by both parties and attached to the original agreement.

Termination for Cause: In the case of criminal conduct, gross immoral behavior, or blatantly failing to meet the obligations outlined in this agreement which places the other party in a harmful situation, either party may terminate the contract in 30 days with a written letter.

All other conflicts or grievances will follow the following process in an effort to find a workable solution that allows the process to continue. All times mentioned are recommendations that can be modified by mutual consent of both parties.

Step 1 – When a situation arises that can't be handled by the Treasurer and the GCBDD staff, a meeting of TMF will be held. Phone conferences can be used in place of holding a meeting. Information will be shared and researched to try to find a workable solution. Step 1 will take up to 14 days. If a solution is not reached, the issue will move to Step 2.

Step 2 - If there is not a satisfactory solution to Step 1, a mutually agreed to third party will be used as a mediator. Each party will submit a written summary of the issue stating their points. Copies will be provided to each party. A meeting will be held by the third party to ask questions and clarify the issue. Within 30 days, the mediating party will submit a summary of their findings and recommendation for a solution. The mediator's recommendation will not be binding on the parties, but every effort should be taken to accept this solution.

Step 3 – If the mediator’s solution is not acceptable to both parties, either party may issue a letter stating that they wish to terminate the agreement effective in at least 30 days from the date of the letter.

Termination by Choice – If either party wishes to terminate this agreement of their own volition, a 3 month notice will be given in writing. When canceled, all the prorated unused funding will be returned to GCBDD.

**P. Miscellaneous:** This agreement represents the entire understanding between TMF and the GCBDD. It supersedes any and all previous agreements concerning TMF and the GCBDD.

Severability – Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the agreement shall be prohibited by or invalid under any applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the agreement.

Force Majeure – Neither party shall be responsible for failure to perform caused by events beyond their control. Such events may include, but are not restricted to the following: Acts of God, fire, epidemics, earthquakes, floods, strikes, war or civil disorders, or unavailability of transportation.

Governing Law – This agreement shall be deemed to be made under and shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

**Q. Signatures:**

\_\_\_\_\_  
For the GCBDD  
Donald L. Rice, II, Superintendent

\_\_\_\_\_  
For TMF  
Dr. Dennis Schmidt, TMF President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved to form,  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

GEAUGA COUNTY AUDITOR CERTIFICATION:

## BUSINESS ASSOCIATE AGREEMENT CONTRACT ADDENDUM

This Agreement is entered into this 16th day of November, 2022, by and between the Metzenbaum Foundation (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 for the term of your Contract Agreement ending on December 31, 2023.

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with the Family Home Based Services as agreed to in the terms of the Contract Agreement; 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 provide Family Home Based Services as listed in the Contract Agreement.
  - 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, OH 44026*

To the Business Associate: *Metzenbaum Foundation*  
*Attn: Dr. Dennis Schmidt, Foundation President*  
*8200 Cedar Rd.*  
*Chesterland, OH 44026*

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: *Metzenbaum Foundation***

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

\_\_\_\_\_  
 Date

## ATTACHMENT A

### Geauga County Board of DD Policy Chapter 6

#### 6.2 Family Home Based Services

The Geauga County Board of Developmental Disabilities offers financial support to families who are providing care to their eligible family members in their own home. By allowing individuals to choose where they wish to live and the type of services they receive, the Board improves the lives of the individuals while avoiding more segregated and isolating residential placements. These funds should be used to further self-sufficiency, community integration, and independence while respecting the beliefs and values of each individual.

The Family Home Based Services will be funded by an annual grant from the GCBDD to the Metzenbaum Foundation. In addition, each year the Board will determine the amount of levy dollars available for the program.

The Family Home Based Services Program will offer a maximum of \$1,500 per year for the first eligible individual in the home. Each additional eligible individual in the home will qualify for a maximum of \$1,000 per year. If an individual has a Medicaid Waiver, the maximum provided by the Family Home Based Services Program will be capped at \$500 per year.

It is possible that not all individuals will receive the maximum allowable funds if the program has exhausted the total grant dollars available for that fiscal year.

The following are the procedures necessary for a family to access the funding:

1. An individual must be eligible for services from the Geauga County Board of Developmental Disabilities. If not already eligible for GCBDD services, the individual must complete the eligibility requirements through the Board's Intake and Eligibility Administrator.
2. The family must contact the Metzenbaum Foundation at (440) 729-9406 ext. 2500 to verify availability of funds and that the items or services qualify for funding prior to purchasing said items or services.
3. The family may request funds for:
  - Respite,
  - Disability based dietary assistance,
  - Disability based personal care goods,
  - Disability based specialized equipment,
  - Transportation support, or
  - Recreation/camp programs.

These services are typical for the program and do not require a review to determine whether they qualify for funding. Requests for any other type of



services will be reviewed by the Superintendent or his/her designee on a case by case basis for a determination of appropriateness.

4. All expenses and reimbursements will be paid through the Metzenbaum Foundation.
5. The funds may be in addition to other system funding such as the Amish Special Needs Transportation Support and the Summer Camp Support.
6. Family Home Base Services is funded by local levy dollars as determined by the Board. The Superintendent will use his/her discretion to settle any dispute. The Superintendent has the ability to deny funding that represents legal, safety, or other detrimental issues at his/her discretion. In such a case, families would be asked to consider other options.

### 6.3 Summer Camp/Recreation Support

The Board will provide up to \$80,000 in funding to support summer camp opportunities for eligible students. The following are the requirements for participation in this program:

1. All requests will be considered on a first come first served basis. The date of receipt will be noted on each application.
2. Each student must be eligible for GCBDD services. The Board's Eligibility Specialist will work with families to complete the paperwork and assessments. No application will be considered until a student's eligibility is confirmed. If a student is at first not eligible but later becomes eligible, the date of receipt on the application will be changed to reflect the date of eligibility.
3. Students must be between the ages of 7 and 21 to qualify for support.
4. Up to \$1,000 per student will be made available for camp type activities during June, July, and August. Depending on the family's preference, the support may be used for a single camp/activity or several camps/activities.
5. The Superintendent has the ability to deny funding to a camp or program that represents legal, safety, or other detrimental issues at his/her discretion. In such a case, families would be asked to consider other options.
6. In order for a payment to be made, the family may submit a receipt for reimbursement, or the camp/organization may send a bill. Any refund from the camp/organization due to cancellation, additional outside funding, or failure to attend will be returned to the Foundation.
7. The processing of this support will be managed by the Foundation staff.
8. This support is in addition to Family Home Based Services.

#### 6.4 Amish School Transportation Support

The Geauga County Board of Developmental Disabilities has determined to provide financial support for transportation services to Amish families with special needs children who choose not to send their children to a public school option. The GCBDD supports the choice of the Amish community to provide their own educational opportunities for Amish children.

While the Amish community operates numerous schools in the Southeastern part of the county, only two have been identified as Special Needs Schools: Sunny Hope and Sunny Acres. These schools operate outside the rules promulgated by the Ohio Department of Education as ruled by the Supreme Court in *Wisconsin vs. Yoder*. Amish families have chosen to participate in an education system which meets their religious beliefs and not to receive state or federal education funding. Many of these students would have attended the Geauga County Board of DD's Metzenbaum School prior to the Board's decision to cease operations of the school in 2011.

As students with special needs often have ambulatory issues, special vehicles with lifts and other accommodations are usually required for transportation. This represents a large expenditure for families and schools.

As the GCBDD funds approximately \$9,000 per student for education in the local school districts, the Board has determined it will provide up to \$1,000/student in transportation support to the Amish families who are not enrolled in the local school districts. Transportation costs for the GCBDD exceeded \$2,000 per year per student when the Metzenbaum School was in operation, thus providing \$1,000 per student is deemed reasonable.

The following procedures need to be followed for an Amish family to access funding:

1. The family must complete the eligibility requirements for Geauga County Board of DD services. The Board's eligibility specialist will work directly with the families to complete the forms and assessments.
2. The child may not be receiving school transportation from another government funded program.
3. The two schools, Sunny Acres and Sunny Hope, will submit a list of Geauga County students who attend the school. The names will be reviewed by the GCBDD staff to ensure the students are eligible.
4. Transportation funding will be in addition to the regular Family Home Based Supports and Summer Camp Supports funding.
5. As this is a purely local service funded by local levy dollars by the authority of the Board, the Superintendent will use his/her discretion to settle any dispute.

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

October 18, 2023

**Resolution: 23-82(A)**

BE IT RESOLVED to approve the attached grant request from Rainbow of Hope OH, in an amount not to exceed \$232,716, to help fund the cost of program functions and operations.

BE IT FURTHER RESOLVED to approve the attached grant request from A Better Choice SLS, Inc., in an amount not to exceed \$40,000, to help fund the purchase of a transit van.

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

MOTION: *Mrs. Keiper*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

*Richard Suttell*

BOARD PRESIDENT, 10/18/23

Dear Sir,

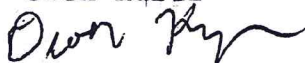
October 5, 2023

Here is some information & estimated operating expenses for Rainbow of Hope Center. First we want to thank you for what you have already donated. The lift system is installed & working very well. Thank you very much!

Rainbow of Hope Center is attached to Sunshine Training Center via a breezeway so the workers at STC can intermingle with ROH individuals and also help with them. Our vision is a facility for individuals mostly on wheelchairs that take a little more advanced care, therapy, etc. The older children/adults at workshop have a strong connection with these wheelchair individuals. When STC started out, there was a big hole at Sunny Hope School without these older children there. ROH was built to accommodate up to 40 individuals in the future. We are starting out with 21 enrollees ages 3-40 years; 15 staff members. We are open four days a week all year except for holiday breaks throughout the year. Starting with 3 buses & 2 vans for transportation. Bus drivers get \$225-275 a day. Van drivers get \$1.25 a mile, approximately \$150 a day.

	(day)	(month)
transportation	\$1025	\$16,400
staff	\$860	\$13,760
estimated therapy		\$4000
estimated utilities		\$1100

Sincerely,  
Owen Kurtz



## Grant Agreement

This grant agreement is entered into on the 18th day of October, 2023, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and Rainbow of Hope OH (grantee) of 14565 "B" Madison Road , Middlefield, a not-for-profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a grant not to exceed \$232,716. The grant period will run from October 1, 2023, through September 30, 2024, and the award will be made in a single payment upon the execution of this agreement.

This award will be used by the grantee to fund operational costs for Rainbow of Hope, which serves people with intensive support needs who are eligible for GCBDD services.

The grantee will maintain records of all expenditures associated with this award and will provide a report of expenses to GCBDD in April and October of 2024. Funds not expended shall be returned to the GCBDD upon completion of the grant agreement.

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

SIGNATURES:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owen Kurtz  
Rainbow of Hope OH

\_\_\_\_\_  
Date

Approved to Form

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

\_\_\_\_\_  
Date

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

## Grant Agreement

This grant agreement is initiated on the 18<sup>th</sup> day of October, 2023, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and A Better Choice SLS, Inc. (grantee) of 13860 Ravenna Road, Newbury, OH 44065, a Corporation for Profit duly organized under the laws of the State of Ohio pursuant to Chapter 1701 of the Ohio Revised Code.

The GCBDD has approved a grant award not to exceed \$40,000. The grant period will run from October 18, 2023 through October 17, 2028, and the award will be made in a single payment upon the execution of this agreement.

- The purpose of this grant award is to fund the purchase of a 2023 Ford Transit 350 van that will be used by the grantee for transportation services delivered to GCBDD clients.
- The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record to GCBDD when the vehicle purchase is completed.
- The grantee further agrees that receipt of this award is conditional on continued transportation service provision to GCBDD clients for a period of five (5) years, beginning on the date of this agreement. In the event the grantee stops providing transportation services to all GCBDD clients for a period of 30 consecutive days, the award will be repaid to GCBDD on the following pro-rated basis within 60 days of last date of service:

Last Date of Service to GCBDD Clients	Repayment Amount
10/18/23 to 10/17/24	\$40,000
10/18/24 to 10/17/25	\$30,000
10/18/25 to 10/17/26	\$20,000
10/18/26 to 10/17/27	\$30,000
10/18/27 to 10/17/28	\$10,000

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved to Form

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

\_\_\_\_\_  
Date



GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

**Resolution: 23-83(A)**

WHEREAS, the GCBDD no longer has a need for residential Houses A and B, located at 8140 and 8130 Cedar Road,

WHEREAS, the GCBDD has sought to identify another public agency to assume control of these houses for an appropriate public purpose,

WHEREAS, after a multi-year search, no public agency has come forward to express interest in Houses A and B,

NOW THEREFORE BE IT RESOLVED, to transfer control of Houses A and B to the Geauga County Board of Commissioners so that they may identify an appropriate public purpose.

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

MOTION: *Mr. Miller*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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

*Richard Suttell*

BOARD PRESIDENT, 10/18/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

**Resolution: 23-84(A)**

BE IT FURTHER RESOLVED to approve the following locally funded services agreement addendums:

- Emerald Rose, in an amount not to exceed \$125,000 for residential services
- Lisa Goldberg, in an amount not to exceed \$20,000 for transportation services
- Solid Rock, in an amount not to exceed \$180,000 for transportation and day hab services

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. Jackson*

DISCUSSION:

ROLL CALL:

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

*Richard Suttell*  
BOARD PRESIDENT, 10/18/23

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

**ADDENDUM # 1**  
**to**  
**LOCALLY FUNDED SERVICES AGREEMENT WITH**  
Emerald Rose

This addendum modifies the existing contract with effective dates:

1/1/2023 through 12/31/2023

As follows:

The previous Locally Funded Services Agreement in the amount of \$110,000.00 will be increased by \$15,000.00

In total, this contract is not to exceed \$125,000.00 .

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than ninety (90) days after the date of service, or more than sixty (60) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$125,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

Funding Arrangements:

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

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

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

\_\_\_\_\_  
Date

Approved to Form

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

\_\_\_\_\_  
Date

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

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

**ADDENDUM # 1 to**  
**LOCALLY FUNDED SERVICES AGREEMENT WITH**  
**Lisa Goldberg**

This addendum modifies the existing contract with effective dates of 1/1/23 as follows:

The previous Locally Funded Services Agreement for \$ 13,000.00 will be increased by \$ 7,000.00. In total, this contract is not to exceed \$ 20,000.00 .

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 20,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative  
Provider name

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

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

\_\_\_\_\_  
Date

Approved to Form

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

\_\_\_\_\_  
Date

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

**ADDENDUM # 2 to**  
**LOCALLY FUNDED SERVICES AGREEMENT WITH**  
**Solid Rock on Which We Stand, LLC**

This addendum modifies the existing contract with effective dates of 1/1/23 as follows:

The previous Locally Funded Services Agreement for \$ 120,000.00 will be increased by \$ 60,000.00. In total, this contract is not to exceed \$ 180,000.00 .

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 180,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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



**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative  
Provider name

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

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

\_\_\_\_\_  
Date

Approved to Form

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

\_\_\_\_\_  
Date

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

**Resolution: 23-85(A)**

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

- 2.14 Remote Board Member Attendance
- 7.6 c)7) Superintendent Expenses
- 7.7 b)1) Vacation Accrual Rates

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

MOTION: *Mr. Jackson*

SECOND: *Mr. Miller*

DISCUSSION:

ROLL CALL:

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

*Richard Suttell*

BOARD PRESIDENT, 10/18/23

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**CHAPTER 2 BOARD GOVERNANCE**

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Reviewed and Adopted by the Board

Date: 10/18/23  
Revised:

**2.14 Remote Board Member Attendance:**

**PURPOSE:** To establish clear and objective process for board members to use electronic options for attendance of board meetings.

**Definition:** Electronically means via telephone, computer, or other technology.

Declared Emergency means a public crisis announced by authorities.

A member of the board may attend a meeting of the board or a meeting of a committee of the board electronically if all of the following apply:

1. The board members attending the meeting electronically, the board members present in-person, and all members of the public present in-person can simultaneously communicate with each other during the meeting; and
2. At least one-third of the board members are attending in person at the place where the meeting is conducted,
  - 1 member present in the case of a 3 person committee,
  - 2 members present in a meeting with a quorum of fewer than 7 members participating,
  - or 3 members present if all board members are participating; and
3. The member attending electronically has attended at least six (6) of the regular meetings of the board in-person in the previous 12 months, and
4. The member attending the meeting electronically has sent an email to the Superintendent and President of the board expressing their intent not less than 48 hours before the meeting, except in the case of declared emergency; and
5. All votes taken at the meeting are taken by roll call vote.

Any board member attending a meeting of the board or a meeting of a committee of the board electronically is considered present at the meeting, is counted for purposes of establishing a quorum, and may vote at the meeting.

5.) Educational Reimbursement

The Board will reimburse or pay directly for all classes which are required by the Board and approved by the Superintendent.

- a. To be reimbursed, an employee must receive a "C" grade or above unless the course is simply for a certification of completion.
- b. Any courses must be taken at an accredited institution or have DODD approval. The Superintendent will use his/her discretion to determine whether the courses fit the principle of accreditation.
- c. Before being considered for reimbursement, employees must submit the Board form and course work must be approved by the Superintendent.
- d. Records of each employee's completed coursework shall be maintained in the individual's personnel file.

6.) Other Reimbursement

The Board will reimburse an active employee up to \$500.00 per contract year to cover professional membership fees and/or damaged personal property.

The Board may provide reimbursement for professional membership dues if the Superintendent considers the membership as necessary for an employee to better carry out his/her duties. Requests for reimbursement must be submitted with a copy of the invoice showing payment.

When an employee's property is damaged during the normal course of their duties, the Board shall pay the costs to replace the damaged item. Only the following property will be considered for reimbursement: articles of clothing, eyeglasses, contact lenses, watches, and footwear.

The employee will complete and submit the required Board forms for reimbursement to the Superintendent for consideration.

7.) Superintendent's Expenses

The superintendent shall be reimbursed up to ~~\$5000.00~~ \$7500.00 per year for expenses incurred. These expenses shall not exceed \$200.00 per incidence. These expenses shall be related to the position of superintendent such as, but not limited to, meals or expenses for

B.) Vacation Leave

Full-time employees who work at least 30 hours per week per year shall accrue vacation leave according to the employee's length of service.

Part-time and temporary employees are not entitled to earn vacation leave.

1.) Vacation Accrual Rates

Years/Employee	Accrual Rate
0 through 8	<b>0.0404</b>
9 through 15	<b>0.0608</b>
16 through 25	<b>0.0808</b>
26 and above	<b>0.1012</b>

The Board will use the years of public service as tracked by Ohio's retirement systems (PERS, STRS, SERS, etc.) to determine an employee's accrual rate.

Vacation leave hours are accrued by multiplying the appropriate rate by the number of hours paid in a week up to 40 hours. Hours in excess of 40 hours per week do not accrue vacation time.

~~During the first year, vacation will accrue but not be available for use until one year of public service is achieved.~~ At the completion of years 8, 15, and 25 years, an additional 1 week of vacation will be added to the employee's balance.

~~Once an employee completes one year of public service, vacation leave may be used as it is accrued with approval of their supervisor and consistent with the other sections of this manual.~~

2.) Carry-Over Leave

Vacation leave shall be taken by the employee during the program year in which it accrued, but if the employee has a vacation leave balance at the end of the program year (Payroll #16), the balance will automatically carry-over to the next year. However, no vacation leave shall be carried over for more than three years. Vacation leave which

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

Resolution: 23-86(A)

BE IT RESOLVED to approve the following Board job descriptions:

- Assistant Superintendent
- Director of Business Operations

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

MOTION: *Mrs. Keiper*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

*Richard Suttell*

BOARD PRESIDENT, 10/18/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

Resolution: 23-87(A)

BE IT RESOLVED to appoint Donald L. Rice, II, Superintendent, as Delegate and Dave Carlson, \_\_\_\_\_, as Alternate Delegates to the upcoming 40th Annual OACB Convention, taking place in-person at the Hilton Columbus at Easton November 29<sup>th</sup>, through December 1<sup>st</sup>, 2023.

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

MOTION: Mr. Lair

SECOND: Mr. Miller

DISCUSSION:

ROLL CALL:

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

Richard Suttell

BOARD PRESIDENT, 10/18/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

Resolution: 23-88(A)

BE IT RESOLVED to reschedule the December 20, 2023, board meeting to December 13, 2023.

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

*Richard Suttell*

BOARD PRESIDENT, 10/18/23



GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

October 18, 2023

**Resolution: 23-89(A)**

BE IT RESOLVED to approve the following attached list of disposal of assets items.

- Rolling Chair Floor Protector Mat
- 2 Office Chairs
- 2 therapy pool noodles
- Black Cabinet

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

MOTION: *Ms. Miller*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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

*Richard Suttell*  
\_\_\_\_\_  
BOARD PRESIDENT, 10/18/23