

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**BOARD MINUTES**

**May 18, 2022**

**Board Members Present**

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

**Administration**

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

**Board Members Absent**

Richard Suttell

**I. Call to Order:**

a. Roll Call 2022 Board:

A call of the roll indicated that all Board Members were present in person except Mr. Suttell. There being a quorum present, Laura Janson, President of the Board, called the meeting to order.

b. Approval of Minutes:

Mrs. Tvergyak-Oznowich introduced Resolution 22-48(A) to approve the minutes for the April 20, 2022, meeting. This resolution was approved.

c. Approval of Donations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-03(D) approving donations to the program. This resolution was accepted and approved.

d. Confirmation of Personnel Actions:

There were no personnel actions.

**II. Financial**

a. Financial Statement Review:

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

b. Ethics Recommendations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-49(A) to approve the ethics recommendation for the time period processed. The Board found that these payments do not present a conflict of interest and this resolution was accepted and approved.

c. Financial Transactions and Voucher Approvals:

Mrs. Tvergyak-Oznowich introduced Resolutions 22-07(B) detailing financial transactions and Resolution 22-08(B) approving voucher schedules for the period indicated. These resolutions were approved.

**III. Board Status Reports:**

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

**IV. Program Reports:**

Mr. Carlson gave a report on PR and Grant reports, Mr. Rice reviewed reports from GCBDD programs; also, Maple Leaf Community Residences, and Metzenbaum Foundation.

**V. New Business:**

a. Approvals:

i. Supplemental Appropriation:

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

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

**VI. General Announcements:**

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

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

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


**VIII. Executive Session:**

- a. Mrs. Tvergyak-Oznowich introduced Resolution 22-58(A) approving to adjourn into Executive Session: Pursuant to ORC 121.22(G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official...

**IX. Adjournment**


***The Next Board meeting will be June 15, 2022.***

Submitted:



Donald L. Rice II, Superintendent

Approval:



Board President

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

April 10, 2024

**Resolution: 24-33(A)**

BE IT RESOLVED to amend the May 2022 GCBDD meeting minutes to include the attached pages.

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

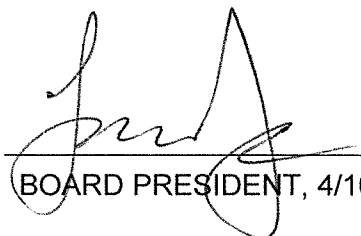
MOTION: *Mr. Lair*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 4/10/24

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**Board Meeting Agenda**

**May 18, 2022**

- I. Working Session:** 6pm Responsibilities and Authorities of Boards of DD and Public Finance
- II. Call to Order and Roll Call:**
  - a. Roll Call 2022 Board
  - b. Approval of April 2022 Minutes
  - c. Donations to Program
- III. Financial:**
  - a. Financial Statement Review (All funds)
  - b. Ethics Recommendation
  - c. Financial Transactions and Voucher Approvals
- IV. Board Status Reports:**
- V. Program Reports:**
- VI. New Business:**
  - a. Approvals:
    - i. Supplemental Appropriation
      1. ODE Passthrough
      2. Fuel Costs
    - ii. Locally Funded Service Agreements:
      1. Black Eagle Moving Company
      2. First Alliance Medical Transport
    - iii. Agreements:
      1. LGCA
      2. KAB Consulting, Inc.
    - iv. Grants:
      1. ABC
      2. Access Supportive Services
  - b. Issues:
    - i. DSP Gift Cards
- VII. General Announcements:**
- VIII. Other Business – comments from the floor:**
- IX. Executive Session:**
  - a. Pursuant to ORC 121.22(G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, ...
- X. Adjournment**

**Next Board Meeting: June 15, 2022**

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

Resolution: 22-48(A)

BE IT RESOLVED to approve the attached minutes of the April 20, 2022, Board Meeting.

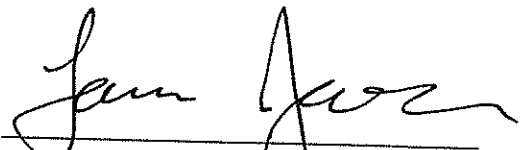
MOTION: Mrs. Keiper

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 05/18/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

BOARD MINUTES

April 20, 2022

**Board Members Present**

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

**Administration**

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

**Board Members Absent**

**I. Call to Order:**

a. Roll Call 2022 Board:

A call of the roll indicated that all Board Members were present in person. There being a quorum present, Laura Janson, President of the Board, called the meeting to order.

b. Approval of Minutes:

Mrs. Tvergyak-Oznowich introduced Resolution 22-31(A) to approve the minutes for the March 16, 2022, meeting. This resolution was approved.

c. Approval of Donations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-02(D) approving donations to the program. This resolution was accepted and approved.

d. Confirmation of Personnel Actions:

There were no personnel actions.

**II. Financial**

a. Financial Statement Review:

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

b. Ethics Recommendations:

Mrs. Tvergyak-Oznowich introduced Resolution 22-32(A) to approve the ethics recommendation for the time period processed. The Board found that these payments do not present a conflict of interest and this resolution was accepted and approved.

c. Financial Transactions and Voucher Approvals:

Mrs. Tvergyak-Oznowich introduced Resolutions 22-05(B) detailing financial transactions and Resolution 22-06(B) approving voucher schedules for the period indicated. These resolutions were approved.

**III. Board Status Reports:**

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

**IV. Program Reports:**

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

## V. New Business:

### a. Approvals:

- i. Cash Transfer:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-33(A) approving a cash transfer supporting Medicaid Waiver Match obligations. This resolution was approved.
- ii. Then and Now Certification:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-34(A) approving a Then and Now Certification supporting tech support and software licenses. This resolution was approved.
- iii. Contract Meyer Design Inc:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-35(A) approving the Playground Replacement Project. This resolution was approved.
- iv. LFSA A.L.S. LLC:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-36(A) approving a Locally Funded Services Agreement with A.L.S. LLC. This resolution was approved.
- v. LFSA Lisa Goldberg:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-37(A) approving a Locally Funded Services Agreement with Lisa Goldberg. This resolution was approved.
- vi. LFSA ICF Partnership  
Mrs. Tvergyak-Oznovich introduced Resolution 22-38(A) approving a Locally Funded Services Agreement with Julie Marinchick. This resolution was approved.
- vii. Grant NPower Service Co:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-39(A) approving a grant request made by NPower Service Co. for the Project: Kindness pilot program. This resolution was approved.
- viii. Grant NPower Service Co:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-40(A) approving a grant request made by NPower Service Co. for the Integrated Adaptive CrossFit program. This resolution was approved.
- ix. Grant MLCR:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-41(A) approving a grant request made by MLCR for continued renovations of the Kenyon Road house. This resolution was approved.
- x. Grant MLCR:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-42(A) approving a grant request made by MLCR for continued renovations of the Chillicothe Road house. This resolution was approved.
- xi. Grant MSI:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-43(A) approving a grant request made by MSI to help in the purchase of a vehicle. This resolution was approved.
- xii. Grant New Beginning Provider Services:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-44(A) approving a grant request made by New Beginning Provider Services for costs associated with transportation. This resolution was approved.
- xiii. Disposal of Asset:  
Mrs. Tvergyak-Oznovich introduced Resolution 22-45(A) approving to dispose of an asset due to it being damaged. This resolution was approved.

xiv. Agency Calendar:

Mrs. Tvergyak-Oznowich introduced Resolution 22-46(A) approving the agency's 2022–2023 calendar of operations. This resolution was approved.

b. Issues

i. Tax Budget:

Mr. Carlson briefly reviewed with the Board the tax budget details.

ii. Budget Commission:

Mr. Rice briefly discussed with the Board the Auditor/budget commission and the carryover balances.

iii. Annual Goals:

Mr. Rice reviewed the annual goals with the Board.

iv. Annual Report:

Mr. Rice presented to the Board the 2021 Annual Report.

**VI. General Announcements:**

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

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

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

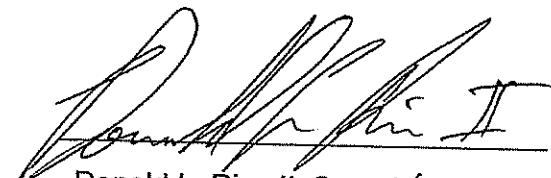
**VIII. Executive Session:**

- a. Mrs. Tvergyak-Oznowich introduced Resolution 22-47(A) approving to adjourn into Executive Session: Pursuant to ORC 121.22(G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official...

**IX. Adjournment**

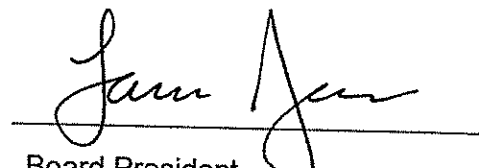
*The Next Board meeting will be May 18, 2022.*

Submitted:



Donald L. Rice II, Superintendent

Approval:



Board President

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



GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

Resolution: 22-03(D)

BE IT RESOLVED to accept the donations to the program. On behalf of the Board, the Superintendent is directed to deposit these funds in the accounts specified. Also, he is directed to forward a letter of thanks and appreciation to each donor.

Donor	Gift	Use
Helen Rochester	\$51.99	General use in remembrance of Marjorie Gavin
Karen Sewell	\$25.00	General use in remembrance of Marjorie Gavin

MOTION: *Mrs. Janson*

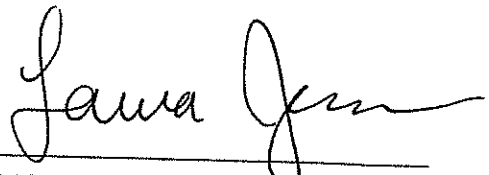
SECOND: *Mr. Miller*

DISCUSSION:

ROLL CALL:

Mrs. Janson ☒ Yes ☐ No ☐ Abstain  
Mr. Suttell ☐ Yes ☐ No ☐ Abstain  
Mrs. Keiper ☒ Yes ☐ No ☐ Abstain  
Mr. Lair ☒ Yes ☐ No ☐ Abstain

Mr. Jackson ☒ Yes ☐ No ☐ Abstain  
Mr. Miller ☒ Yes ☐ No ☐ Abstain  
Mrs. Wilder ☒ Yes ☐ No ☐ Abstain

  
\_\_\_\_\_  
BOARD PRESIDENT, 05/18/22

# Geauga County Board of DD Revenue and Expense Report

4/1/2022-4/30/2022

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	11,061,990.00	.00	6,164,121.22	4,897,868.78	56%
410	State Reimbursement-Real Estate	1,215,142.00	591,356.47	591,356.47	623,785.53	49%
412	Federal Grants	540,000.00	42,990.56	380,883.21	159,116.79	71%
413	State Revenues	600,000.00	60,390.56	364,933.72	235,066.28	61%
420	Fees	685,000.00	59,779.19	275,288.19	409,711.81	40%
450	Interest	200.00	103.14	144.62	55.38	72%
451	Donations	.00	136.79	21,230.75	(21,230.75)	--
452	Other Revenue	10,000.00	492.66	357,757.63	(347,757.63)	3578%
		<b>\$14,112,332.00</b>	<b>\$755,249.37</b>	<b>\$8,155,715.81</b>	<b>\$5,956,616.19</b>	<b>58%</b>

## EXPENSE

501	Salaries	3,284,000.00	248,734.57	984,999.02	2,299,000.98	30%
502	Medicare	50,000.00	3,519.22	13,938.23	36,061.77	28%
503	Hospitalization	730,000.00	59,528.82	232,305.56	497,694.44	32%
504	OPERS	444,000.00	33,119.60	129,418.70	314,581.30	29%
505	Workers Compensation	130,000.00	.00	.00	130,000.00	0%
506	Unemployment	20,000.00	.00	.00	20,000.00	0%
507	STRS	16,000.00	1,170.50	4,672.67	11,327.33	29%
601	Contract Services	880,000.00	55,806.75	195,464.91	684,535.09	22%
701	Materials and Supplies	275,000.00	36,790.22	144,722.73	130,277.27	53%
801	Equipment	130,000.00	3,586.01	68,437.95	61,562.05	53%
901	Other	310,000.00	260.00	32,125.36	277,874.64	10%
902	Travel	90,000.00	5,061.94	14,686.94	75,313.06	16%
903	Advertising	32,000.00	308.00	4,492.51	27,507.49	14%
601	Res Svc (2063) Contract Services	9,400,000.00	502,586.29	3,044,987.08	6,355,012.92	32%
601	Capital (4023) Contract Services	200,000.00	18,168.43	72,195.95	127,804.05	36%
901	Donation (2058) Other Expenses	15,000.00	1,023.47	2,685.80	12,314.20	18%
		<b>\$16,006,000.00</b>	<b>\$969,663.82</b>	<b>\$4,945,133.41</b>	<b>\$11,060,866.59</b>	<b>31%</b>

## INTERFUND TRANSFERS

499	Transfers In-2063	9,400,000.00	4,000,000.00	5,500,000.00	3,900,000.00	59%
499	Transfers In-2096	600,000.00	.00	.00	600,000.00	0%
999	Transfers Out	10,000,000.00	4,000,000.00	5,500,000.00	4,500,000.00	55%

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

Resolution: 22-49(A)

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

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

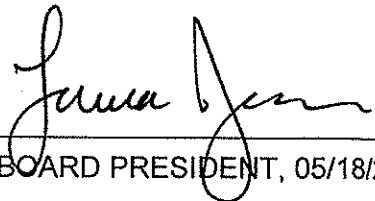
MOTION: *Mr. Lair*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 05/18/22

# GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 22 - 7 (B) Financial Transactions April, 2022

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated May 18th, 2022 approved the following purchase order certifications and financial transactions for the General Operating, Donation, Residential, and Construction Funds (accounts with no activity not shown).

## Operating Fund (2027)

### Payroll and Related Encumbrances:

Account	Amount	Pay Dates: 4/8/22,4/22/22
501 - Salaries	\$ 248,734.57	
502 - Medicare	\$ 3,519.22	
504 - PERS	\$ 33,119.60	
505 - Workers Comp	\$ -	
506 - Unemployment	\$ -	
507 - STRS	\$ 1,170.50	
	<u>\$ 286,543.89</u>	

### Purchase Orders:

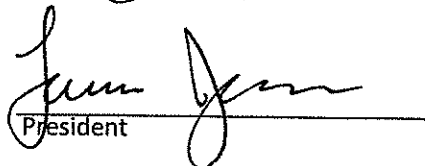
Vendor	Fund	Amount	Description	PO Number
Lisa Goldberg	2063	\$ 20,000.00	Transportation	2022-00002437
Industrial Surface Sealer Inc.	2027	\$ 12,849.00	Parking Lot Resurfacing and Sealing	2022-00002476
Maple Leaf Community Residences Inc	2063	\$ 100,000.00	Kenyon Road House- Grant	2022-00002543
Julie Marinchick	2063	\$ 5,000.00	Supported Living	2022-00002537
Micro Advantage	2027	\$ 4,377.50	SIP Door Phone Installation and Configuration	2022-00002406
Rebecca Ruggles	2027	\$ 1,000.00	Travel Expenses, Other	2022-00002422
The Carpet Company	4023	\$ 7,750.00	Flooring Replacement-Board Room	2022-00002432
Today's Classroom	2027	\$ 5,787.12	Trophy Cases	2022-00002547

\$ 156,763.62

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

### Roll Call Vote:

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

  
President

BY OFFICIAL ACTION OF THE BOARD

May 18th, 2022

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 22 - 8 (B) Voucher Approval - April, 2022

BE IT RESOLVED to confirm the payment of Voucher Schedule 22 - 8 - O with expenditures totaling  
4,161,341.74

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 04/01/22	PERIOD 4/1/2022-4/30/2022	YTD		
503 Hospitalization	730,000.00	172,776.74	59,528.82	232,305.56	497,694.44	32%
601 Contract Services	880,000.00	139,658.16	55,806.75	195,464.91	684,535.09	22%
701 Materials and Supplies	275,000.00	107,932.51	36,790.22	144,722.73	130,277.27	53%
801 Equipment	130,000.00	64,851.94	3,586.01	68,437.95	61,562.05	53%
901 Other	310,000.00	31,865.36	260.00	32,125.36	277,874.64	10%
902 Travel	90,000.00	9,625.00	5,061.94	14,686.94	75,313.06	16%
903 Advertising	32,000.00	4,184.51	308.00	4,492.51	27,507.49	14%
999 Transfers Out	10,000,000.00	1,500,000.00	4,000,000.00	5,500,000.00	4,500,000.00	55%
<b>TOTAL</b>	<b>12,447,000.00</b>	<b>2,030,894.22</b>	<b>4,161,341.74</b>	<b>6,192,235.96</b>	<b>6,254,764.04</b>	<b>50%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule 22 - 8 - D with expenditures totaling  
1,023.47

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 04/01/22	PERIOD 4/1/2022-4/30/2022	YTD		
901 Other Expenses	15,000.00	1,662.33	1,023.47	2,685.80	12,314.20	18%
<b>TOTAL</b>	<b>15,000.00</b>	<b>1,662.33</b>	<b>1,023.47</b>	<b>2,685.80</b>	<b>12,314.20</b>	<b>18%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule 22 - 8 - R with expenditures totaling  
502,586.29

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 04/01/22	PERIOD 4/1/2022-4/30/2022	YTD		
601 Service Contracts	9,400,000.00	2,542,400.79	502,586.29	3,044,987.08	6,355,012.92	32%
<b>TOTAL</b>	<b>9,400,000.00</b>	<b>2,542,400.79</b>	<b>502,586.29</b>	<b>3,044,987.08</b>	<b>6,355,012.92</b>	<b>32%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule 22 - 8 - C with expenditures totaling  
18,168.43

ACCOUNT	CY 2022 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 04/01/22	PERIOD 4/1/2022-4/30/2022	YTD		
601 Service Contracts	200,000.00	54,027.52	18,168.43	72,195.95	127,804.05	36%
<b>TOTAL</b>	<b>200,000.00</b>	<b>54,027.52</b>	<b>18,168.43</b>	<b>72,195.95</b>	<b>127,804.05</b>	<b>36%</b>

Motion: *Mr. Lair*  
Second: *Mr. Miller*  
Discussion?

Roll Call Vote:

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

*[Signature]*  
President

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

Resolution: 22-50(A)

BE IT RESOLVED to approve a Supplemental Appropriation of \$1,200,000 to the Residential Services Contract Services account (2063-056-00-601). This amount will cover ODE Passthrough obligations, additional grant needs and service contracts for the coming year.

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

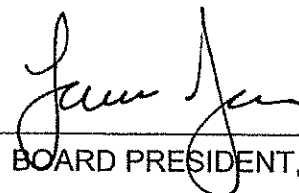
MOTION: *Mr. Lair*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 05/18/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

Resolution: 22-51(A)

BE IT RESOLVED to approve a Supplemental Appropriation of \$220,000 to the General Fund Material and Supplies account (2027-056-00-701). This amount will cover projected increased fuel costs for transportation services.

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

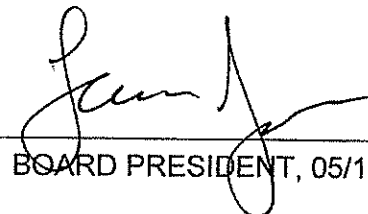
MOTION: *Ms. Miller*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

  
\_\_\_\_\_  
BOARD PRESIDENT, 05/18/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

**Resolution: 22-52(A)**

BE IT RESOLVED to approve the following Locally Funded Services Agreement between Geauga County Board of DD and Black Eagle Moving Company. Payments shall not exceed \$10,000.00 of the initial term of this agreement.

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

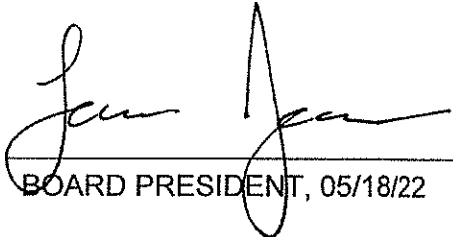
MOTION: *Mrs. Janson*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

  
\_\_\_\_\_  
BOARD PRESIDENT, 05/18/22



## LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between **Black Eagle Moving Company** (**Provider**), and the **Geauga County Board of Developmental Disabilities (Board)**.

### 1.) TERM

This Agreement shall be effective **05/01/2022** through **12/31/2022**.  
This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

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

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

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

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

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

#### Funding Arrangements:

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

#### Tier 1

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

#### Tier 2

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

#### Tier 3

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

transportation trips per month to and from community employment

**Tier 4**

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

**3.) INDEPENDENT CONTRACTOR**

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

**4.) CONFIDENTIALITY/HIPAA COMPLIANCE**

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

**5.) RESPONSIBILITIES OF THE BOARD**

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

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

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

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

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

**7.) DOCUMENTATION AND RECORD RETENTION**

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

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

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

Conduct its own investigation of any complaint or incident, and

Perform any and all of its duties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13.) ASSIGNMENT**

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

### **14.) MEETINGS**

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

### **15.) CONTACT INFORMATION**

Black Eagle Moving Company  
1271 Jobey Trail  
Geneva Oh, 44041  
ATTN: Kyle Bruckman

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

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyle Bruckman  
Black Eagle Moving Company  
Approved to Form

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## BUSINESS ASSOCIATE AGREEMENT CONTRACT ADDENDUM

This Agreement is entered into this 1st day of May, 2022, by and between Black Eagle Moving Company (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

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

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

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

### 1. Definitions

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

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

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

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

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



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

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

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

To the Business Associate:      **Black Eagle Moving Company**  
   **1271 Jobey Trail**  
   **Geneva Oh, 44041**  
   **Kyle Bruckman**

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

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

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

Resolution: 22-53(A)

BE IT RESOLVED to approve the following Locally Funded Services Agreement between Geauga County Board of DD and First Alliance Medical Transport. Payments shall not exceed \$5,000.00 of the initial term of this agreement.

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

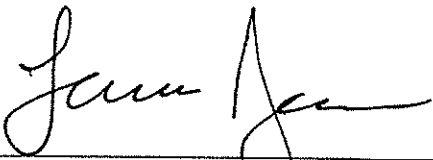
MOTION: *Mrs. Janson*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT 05/18/22

## LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between First Alliance Medical Transport (Provider), and the Geauga County Board of Developmental Disabilities (Board).

### 1.) TERM

This Agreement shall be effective 05/01/2022 through 12/31/2022 .  
This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$5,000.00 the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

#### Funding Arrangements:

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

#### Tier 1

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

#### Tier 2

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

#### Tier 3

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

transportation trips per month to and from community employment

**Tier 4**

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

**3.) INDEPENDENT CONTRACTOR**

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

**4.) CONFIDENTIALITY/HIPAA COMPLIANCE**

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

**5.) RESPONSIBILITIES OF THE BOARD**

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

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

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

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

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

**7.) DOCUMENTATION AND RECORD RETENTION**

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

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

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

Conduct its own investigation of any complaint or incident, and

Perform any and all of its duties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13.) ASSIGNMENT**

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

### **14.) MEETINGS**

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

### **15.) CONTACT INFORMATION**

First Alliance Medical Transport  
26210 Emery Rd. STE 310-R  
Warrensville Heights Oh, 44128  
ATTN: David Alexander

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

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Alexander  
First Alliance Medical Transport  
Approved to Form

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**BUSINESS ASSOCIATE AGREEMENT  
CONTRACT ADDENDUM**

This Agreement is entered into this 1st day of May, 2022, by and between First Alliance Medical Transport (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

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

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

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

1. Definitions

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

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

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

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

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

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

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

To the DD Board:

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

To the Business Associate:

**First Alliance Medical Transport  
26210 Emery Rd. STE 310-R  
Warrensville Heights Oh, 44128  
David Alexander**

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

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

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

**Resolution: 22-54(A)**

BE IT RESOLVED to approve the attached renewal agreement for Technical Services with Lake Geauga Computer Association, in an amount not to exceed \$97,708.

BE IT FURTHER RESOLVED to approve the attached agreement with Lake Geauga Computer Association for additional technical services in an amount not to exceed \$30,000. These services will make necessary enhancements to IT infrastructure security and improve end-user experience.

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

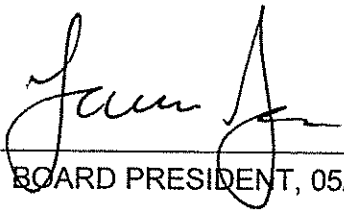
MOTION: *Mrs. Janson*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 05/18/22

## **LGCA Technical Coordinator Services Agreement**

### **Between LGCA and Geauga County Board of Developmental Disabilities**

This agreement between the above parties is to provide Technology Coordinator Services for the period of July 1, 2022 through June 30, 2023. Upon completion of this contract and all provisions, duties, and obligations it creates shall be automatically renewed for one year and for subsequent successive one-year periods unless and until either party gives the other written notice of the intent to terminate the Contract at least ninety (90) days prior to the renewal date established.

#### **Technology Services includes:**

1. Provide the customer with LGCA Team Resources for Technology Coordinator Services.
2. The customer and LGCA will assign a designated contact person to coordinate the support services required.
3. LGCA services are provided onsite and remotely. The service is conducted during normal operation hours excluding overtime, holidays, weekends, and calamity days. Additional support will be available based on the agreed upon daily rate.
4. LGCA will assist in technology planning, prioritization, budgeting and obtaining quotes for technology as needed.
5. LGCA will provide administrative support, training, manage accounts, email, google or any other customer applications that require technical support.
6. LGCA will maintain effective network and server environment and make recommendations for technology needs.
7. LGCA along with a customer representative will coordinate the deployment and tracking of technology equipment (i.e. workstations, laptops, Chromebooks, etc.)
8. LGCA will provide standard break/fix that can be done locally. In the event the damage to the technology is beyond normal, LGCA support will advise the customer to send to vendor to be repaired or to decommission the unit.

#### **Contact Information**

ESC of the Western Reserve  
DBA: Lake Geauga Computer Association (LGCA)  
8221 Auburn Road  
Painesville, OH 44077

Gauga County Board of Developmental Disabilities  
8200 Cedar Road  
Chesterland, OH 44026

#### **Customer Responsibilities and Noted Items:**

1. The customer will use an agreed upon help desk software for all technical service needs.
2. The customer will assign a staff member to assist in coordinating technology services.
3. The customer agrees to maintain service contracts and proper licensing for technology.
4. The customer will provide LGCA with an environmentally safe office space for work, training and storage.
5. The customer will be responsible for any expenses incurred such as mileage, overtime, supplies, & equipment specific to the customers need.
6. This service is for regular technology support. Any major projects that may be deemed outside the LGCA support will be assessed and may require an extra fee as agreed by the superintendent and LGCA.
7. The customer cannot subcontract portions of the services without written agreements from both parties.

**LGCA Technical Coordinator Services Agreement**  
**Between LGCA and Geauga County Board of Developmental Disabilities**

8. The service cannot influence or be a part of any e-rate application process insofar as to jeopardize the customer's e-rate in accordance to the USAC rules.

Upon execution of this agreement, Geauga County Board of Developmental Disabilities will pay LGCA the following fees for services provided in this agreement for 2 day onsite support.

\$97,708 - Annual 12 Month Agreement  
Daily Rate: \$375.80

Fee increases to services will be approved prior to renewals.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian Ruffner, Assistant Executive Director, LGCA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved to Form by Sheila Salem  
Assistant Prosecuting Attorney, Geauga County

\_\_\_\_\_  
Date

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**



## **ADDITIONAL ON-SITE TECHNICAL SERVICES AGREEMENT**

**Between**

### **Geauga County Board of Developmental Disabilities and LAKE GEAUGA COMPUTER ASSOCIATION**

This Technical Service Agreement (Agreement) is made by and between Geauga County Board of Developmental Disabilities (GCBDD) and Lake Geauga Computer Association, (LGCA). Collectively, GCBDD and LGCA shall be referred to herein as the "Parties."

#### **1. General Provisions:**

- A. LGCA shall perform onsite technical support services as set forth herein during the term of the existing LGCA Technical Coordinator Service Agreement, using the standard of professional care and skill customarily provided in the performance of such services. Service shall be provided by available technical staff.

#### **2. Terms and Payment**

- A. This Agreement shall commence on or about May 23, 2022, and shall continue until June 30, 2023, at which time the Agreement shall automatically expire.
- B. Services shall be tracked and billed by LGCA on a daily rate. The days of service to be agreed upon by GCBDD and LGCA.
- C. LGCA shall invoice GCBDD at the rate of \$280.00 per day for all such services rendered and invoice quarterly.
- D. Invoices are to be paid in full within 30 (thirty) days of the issue date of the invoice.

#### **4. Termination and Assignment**

Either GCBDD or LGCA may at any time and for any reason terminate this Agreement upon not less than 90 days prior written notice to the other Party. Neither the GCBDD nor LGCA may assign, transfer, convey, pledge, or otherwise dispose of its interest or delegate any part of its duties hereunder without the prior written consent of the other.

#### **5. Notices**

Any notice, approval, consent, acceptance, request, invoice, demand, or statement given hereunder by either Party shall be deemed received by the other as follows: (1) at the time given if delivered by hand or sent via electronic mail; (2) one day after given if sent overnight via a reputable overnight carrier; or (3) three days after given if deposited with the United States Postal Service in a postage prepaid envelope sent by regular mail.

Submitted to:

Geauga County Board of Developmental Disabilities  
8200 Cedar Road  
Chesterland, OH 44026

LGCA  
8221 Auburn Rd  
Concord, Ohio 44077

IN WITNESS WHEREOF, executed this Agreement on \_\_\_\_\_, 2022 by and through their respective representatives as of the date set forth below their names.

**Geauga County Board of  
Developmental Disabilities**

**ESC of the Western Reserve  
DBA: Lake Geauga Computer  
Association**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

**Resolution: 22-55(A)**

BE IT RESOLVED to authorize the Superintendent to enter an agreement with KAB Consulting, Inc. for Medication Administration trainings and related services, in an amount not to exceed \$10,000.

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

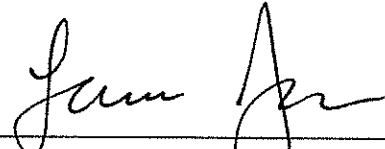
MOTION: *Mrs. Janson*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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

  
\_\_\_\_\_  
BOARD PRESIDENT, 05/18/22

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

**Resolution: 22-56(A)**

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$86,112 to A Better Choice SLS Inc. to fund the purchase of a 2022 Ford Transit 3500 van for transportation services.

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

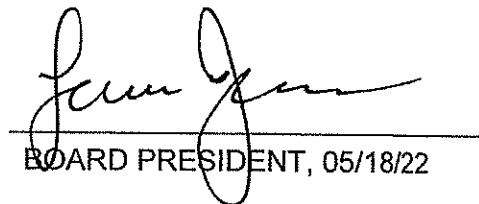
MOTION: *Mrs. Keiper*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 05/18/22

## Grant Agreement

This grant agreement is initiated on the 18<sup>th</sup> day of May, 2022, 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 \$86,112. The grant period will run from May 18, 2022 through May 17, 2027, and the award will be made in a single payment upon the execution of this agreement.

- The purpose of this project is to fund the purchase of a 2022 Ford Transit 3500 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
5/18/22 to 5/17/23	\$86,112.00
5/18/23 to 5/17/24	\$68,889.60
5/18/24 to 5/17/25	\$51,667.20
5/18/25 to 5/17/26	\$34,444.80
5/18/26 to 5/17/27	\$17,222.40

- 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

May 18, 2022

Resolution: 22-57(A)

BE IT RESOLVED to approve the attached grant in an amount not to exceed \$20,995 to Access Supportive Services to fund the purchase of a van for transportation services.

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

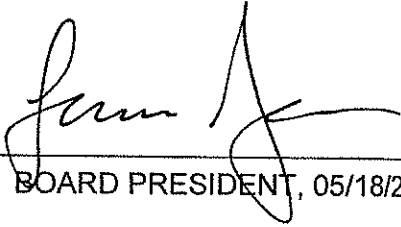
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

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

  
BOARD PRESIDENT, 05/18/22

## Grant Agreement

This grant agreement is initiated on the 18<sup>th</sup> day of May, 2022, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and Access Supportive Services, Inc. (grantee) of 11619 Continental, Cleveland OH 44120, a Corporation for Profit duly organized under the laws of the State of Ohio pursuant to Chapter 1701 of the Ohio Revised Code.

The GCBDD has approved a grant award not to exceed \$20,995. The grant period will run from May 18, 2022 through May 17, 2027, and the award will be made in a single payment upon the execution of this agreement.

- The purpose of this project is to fund the purchase of a 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
5/18/22 to 5/17/23	\$20,995
5/18/23 to 5/17/24	\$16,796
5/18/24 to 5/17/25	\$12,597
5/18/25 to 5/17/26	\$8,398
5/18/26 to 5/17/27	\$4,199

- 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

\_\_\_\_\_  
Tameka Jackson  
Access Supportive Services, Inc.

\_\_\_\_\_  
Date

Approved to Form

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

\_\_\_\_\_  
Date

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

May 18, 2022

Resolution: 22-58(A)

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

MOTION:

*Mr. Lair*

SECOND:

*Mrs. Janson*

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

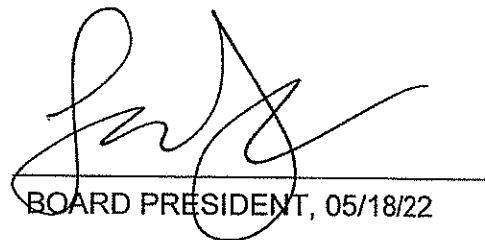
Abstain

Mr. Lair

☒ Yes

No

Abstain

  
BOARD PRESIDENT, 05/18/22