

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

Board Meeting Agenda

November 15, 2023

- I. Working Session:** 6pm 2024 Annual Plan, Levy Changes
- II. Call to Order and Roll Call:**
 - a. Roll Call 2023 Board
 - b. Approval of October 2023 Minutes
 - c. No Donations
 - d. No Personnel Actions
 - e. Resolution of Appreciation
- III. Financial:**
 - a. Financial Statement Review (All funds for October 2023)
 - b. Ethics Recommendation
 - c. Financial Transactions and Voucher Approvals
- IV. Board Status Reports:**
- V. Program Reports:**
- VI. New Business:**
 - a. Approvals:
 - i. Grant Requests
 - ii. Locally Funded Service Agreements
 - iii. JFSA Contract Approval
 - iv. 2024 Contracts
 - v. Disposal of Assets
 - b. Issues:
 - i. Fair Labor Standards Act
 - ii. 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: December 13, 2023

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 15, 2023

November 15, 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>			

 11/15/23

BOARD PRESIDENT, 11/15/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 15, 2023

Resolution: 23-90(A)

BE IT RESOLVED to approve the attached minutes of the October 18, 2023, Board meeting.

MOTION: *Lair*

SECOND: *Miller*

DISCUSSION:

ROLL CALL:

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

Beford Suttell

BOARD PRESIDENT, 11/15/23

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

BOARD MINUTES

October 18, 2023

Board Members Present

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

Administration

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

Board Members Absent

I. Call to Order:

a. Roll Call 2023 Board:

A call of the roll indicated that all Board Members were present. There being a quorum present, Mrs. Janson, President of the Board, called the meeting to order. Mrs. Janson left the meeting at 7:10pm.

b. Approval of Minutes:

Resolution 23-76(A) was presented to approve the minutes for the September 20, 2023, meeting. This resolution was approved.

c. Donations to Program:

No donations to the program to approve.

d. Personnel Actions:

No personnel actions to approve.

II. Financial

a. Financial Statement Review:

Mr. Carlson provided a review of the financial statements of all funds for the time period processed in September of 2023. See attached.

b. Ethics Recommendations:

Resolution 23-77(A) was presented to approve the ethics recommendation for the time period processed in September 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 23-17(B) was presented detailing financial transactions and Resolution 23-18(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. Supplemental Appropriation for Waiver Match:
Resolution 23-78(A) was presented approving a Supplemental Appropriation to support Waiver Match. This resolution was approved.
 - ii. Supplemental Appropriation:
Resolution 23-79(A) was presented approving a Supplemental Appropriation. This resolution was approved. At this time, Board President, Mrs. Janson left the meeting and Vice President, Mr. Suttell took leadership of the meeting.
 - iii. Metzenbaum Foundation Approval:
Resolution 23-80(A) was presented approving the Outreach and Appreciation Program, and grant request from the Metzenbaum Foundation. This resolution was approved.
 - iv. Contract Approvals:
Resolution 23-81(A) was presented approving a contract agreement with North East Ohio Network, and the Metzenbaum Foundation. This resolution was approved
 - v. Rainbow Of Hope OH Grant:
Resolution 23-82(A) was presented approving a grant request from Rainbow Of Hope OH. This resolution was approved.
 - vi. House A and B:
Resolution 23-83(A) was presented approving to transfer control of House A and B to the Geauga Commissioners. This resolution was approved.
 - vii. LFSA Contracts:
Resolution 23-84(A) was presented approving a list of LFSA Addendums for client services. This resolution was approved.
 - viii. Board Policies and Procedures:
Resolution 23-85(A) was presented approving updates to board policies and procedures. This resolution was approved.
 - ix. Job Description Approval:
Resolution 23-86(A) was presented approving updates to job descriptions. This resolution was approved.
 - x. OACB Delegates:
Resolution 23-87(A) was presented approving delegates to attend the OACB Conference in Columbus from Nov. 29th through Dec. 1st. This resolution was approved.
 - xi. December 2023 Board Meeting:
Resolution 23-88(A) was presented approving to rescheduling of the December 20th, board meeting to December 13, 2023. This resolution was approved.
 - xii. Disposal of Assets:
Resolution 23-89(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.

VI. General Announcements:

Mr. Rice discussed information about the OhioRISE program with the Board.
Mr. Suttell called for any other general announcements from the Board or the public:

VII. Other Business – comments from the floor:

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

VIII. Adjournment:

Board Vice President, Mr. Suttell adjourned the meeting.

The Next Board meeting will be on November 15, 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

9/1/2023-9/30/2023

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
REVENUE						
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	--
		\$15,498,263.00	\$6,254,583.59	\$16,251,297.08	(\$753,034.08)	105%

EXPENSE

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%
		\$18,854,952.32	\$772,843.16	\$12,099,006.00	\$6,755,946.32	64%

INTERFUND TRANSFERS

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

November 15, 2023

Resolution: 23-91(A)

BE IT RESOLVED to approve the following Resolution of Appreciation:

- Ken Kirchner

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

MOTION: *Miller*

SECOND: *Lair*

DISCUSSION:

ROLL CALL:

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

Bret Suttell

BOARD PRESIDENT, 11/15/23

Geauga County Board of DD Revenue and Expense Report

10/1/2023-10/31/2023

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
REVENUE						
401	Property and Other Taxes	12,035,803.00	3,299.13	12,311,621.37	(275,818.37)	102%
410	State Reimbursement-Real Estate	1,180,460.00	598,737.84	1,199,662.44	(19,202.44)	102%
412	Federal Grants	696,000.00	3,285.90	639,671.76	56,328.24	92%
413	State Revenues	600,000.00	122,529.93	503,205.89	96,794.11	84%
420	Fees	766,000.00	129,866.25	745,364.36	20,635.64	97%
450	Interest	.00	7,709.41	16,972.08	(16,972.08)	--
451	Donations	20,000.00	.00	373,099.62	(353,099.62)	1865%
452	Other Revenue	200,000.00	150.64	1,325,458.66	(1,125,458.66)	663%
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	\$865,579.10	\$17,116,876.18	(\$1,618,613.18)	110%
EXPENSE						
501	Salaries	3,502,000.00	272,202.10	2,706,289.03	795,710.97	77%
502	Medicare	51,000.00	3,858.05	38,364.98	12,635.02	75%
503	Hospitalization	750,000.00	60,795.06	606,851.56	143,148.44	81%
504	OPERS	490,280.00	55,302.59	376,808.62	113,471.38	77%
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	955.14	11,678.86	6,321.14	65%
601	Contract Services	1,047,964.83	35,054.62	500,797.55	547,167.28	48%
701	Materials and Supplies	396,553.65	24,536.70	254,176.33	142,377.32	64%
801	Equipment	226,820.30	532.40	66,906.53	159,913.77	29%
901	Other	304,282.21	.00	258,128.61	46,153.60	85%
902	Travel	73,896.74	4,416.60	45,640.84	28,255.90	62%
903	Advertising	40,000.00	3,825.00	21,941.42	18,058.58	55%
601	Res Svc (2063) Contract Services	10,572,093.21	1,430,520.29	8,528,084.46	2,044,008.75	81%
601	Capital (4023) Contract Services	1,328,147.64	286,378.25	835,312.56	492,835.08	63%
901	Donation (2058) Other Expenses	181,913.74	536.06	25,086.05	156,827.69	14%
		\$19,004,952.32	\$2,178,912.86	\$14,277,918.86	\$4,727,033.46	75%
INTERFUND TRANSFERS						
499	Transfers In-2063	12,400,000.00	3,400,000.00	10,400,000.00	2,000,000.00	84%
499	Transfers In-2096	.00	.00	.00	.00	0%
999	Transfers Out	12,400,000.00	3,400,000.00	10,400,000.00	2,000,000.00	84%

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 15, 2023

Resolution: 23-92(A)

BE IT RESOLVED that the Board has reviewed the financial transactions processed in the time period of October 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: *Lair*

SECOND: *Suttell*

DISCUSSION:

ROLL CALL:

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



BOARD PRESIDENT, 11/15/23

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 23 - 19 (B) Financial Transactions October, 2023

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated November 15th, 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: 10/13,10/27
501 - Salaries	\$ 272,202.10	
502 - Medicare	\$ 3,858.05	
504 - PERS	\$ 55,302.59	
505 - Workers Comp	\$ -	
506 - Unemployment	\$ -	
507 - STRS	\$ 955.14	
	<u>\$ 332,317.88</u>	

Purchase Orders:

Vendor	Fund	Amount	Description	PO Number
A BETTER CHOICE SLS INC	2063	\$ 40,000.00	2023 Vehicle Grant	2023-00003618
GEAUGA COUNTY BLANKET ORDER	2027	\$ 25,000.00	Contracted Services	2023-00003570
HUNTER, ASHLEY	2027	\$ 600.00	Travel Expenses, Other	2023-00003521
KENNEY, CAITLIN	2027	\$ 600.00	Travel Expenses, Other	2023-00003520
PAYNE ROCHELLE	2027	\$ 1,850.00	Travel Expenses, Other	2023-00003522
RAINBOW OF HOPE OH	2063	\$ 232,716.00	Operational Costs Grant	2023-00003619
SHIFFLER EQUIP SALES INC	4023	\$ 10,021.13	3 Bathroom Partitions	2023-00003523
VOIP SUPPLY LLC	2027	\$ 2,500.00	Algo SL7100 InformaCast Licenses	2023-00003665

\$ 313,287.13

Motion: Miller
 Second: Lair
 Discussion?

Roll Call Vote:

Mr. Jackson:	Yea	Nay	Abstain	Mr. Miller:	Yea	Nay	Abstain
Mrs. Janson:	Yea	Nay	Abstain	Mr. Suttell:	Yea	Nay	Abstain
Mrs. Wilder:	Yea	Nay	Abstain	Mr. Lair:	Yea	Nay	Abstain
Mrs. Keiper:	Yea	Nay	Abstain				

Brian Suttell
 President

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 23 - 20 (B) Voucher Approval - October, 2023

BE IT RESOLVED to confirm the payment of Voucher Schedule **23 20 - O** with expenditures totaling **3,529,160.38**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 10/01/23	PERIOD 10/1/2023-10/31/2023	YTD		
503 Hospitalization	750,000.00	485,546.44	60,795.06	546,341.50	203,658.50	73%
601 Contract Services	1,047,964.83	465,742.93	35,054.62	500,797.55	547,167.28	48%
701 Materials and Supplies	396,553.65	229,639.63	24,536.70	254,176.33	142,377.32	64%
801 Equipment	226,820.30	66,374.13	532.40	66,906.53	159,913.77	29%
901 Other	304,282.21	258,128.61	-	258,128.61	46,153.60	85%
902 Travel	73,896.74	41,224.24	4,416.60	45,640.84	28,255.90	62%
903 Advertising	40,000.00	18,116.42	3,825.00	21,941.42	18,058.58	55%
999 Transfers Out	12,400,000.00	7,000,000.00	3,400,000.00	10,400,000.00	2,000,000.00	84%
TOTAL	15,239,517.73	8,564,772.40	3,529,160.38	12,093,932.78	3,145,584.95	79%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 20 - D** with expenditures totaling **536.06**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 10/01/23	PERIOD 10/1/2023-10/31/2023	YTD		
901 Other Expenses	181,913.74	24,549.99	536.06	25,086.05	156,827.69	14%
TOTAL	181,913.74	24,549.99	536.06	25,086.05	156,827.69	14%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 20 - R** with expenditures totaling **1,430,520.29**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 10/01/23	PERIOD 10/1/2023-10/31/2023	YTD		
601 Service Contracts	10,572,093.21	7,097,564.17	1,430,520.29	8,528,084.46	2,044,008.75	81%
TOTAL	10,572,093.21	7,097,564.17	1,430,520.29	8,528,084.46	2,044,008.75	81%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 20 - C** with expenditures totaling **286,378.25**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 10/01/23	PERIOD 10/1/2023-10/31/2023	YTD		
601 Service Contracts	1,328,147.64	548,924.31	286,378.25	835,302.56	492,845.08	63%
TOTAL	1,328,147.64	548,924.31	286,378.25	835,302.56	492,845.08	63%

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

Roll Call Vote:

Mr. Jackson:	Yea	Nay	Abstain	Mr. Miller:	Yea	Nay	Abstain
Mrs. Janson:	Yea	Nay	Abstain	Mr. Suttell:	Yea	Nay	Abstain
Mrs. Wilder:	Yea	Nay	Abstain	Mr. Lair:	Yea	Nay	Abstain
Mrs. Keiper:	Yea	Nay	Abstain				

Richard Suttell

 President

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 15, 2023

Resolution: 23-93(A)

BE IT RESOLVED to approve the attached grant to NPower Services, for Integrated Recreation and Socialization Services. Payments shall not exceed \$75,000 for the term of this agreement.

BE IT RESOLVED to approve the attached grant addendum to Empower Sports, for Integrated Recreation Services. Payments shall not exceed \$75,000 for the 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: *Lair*

SECOND: *Miller*

DISCUSSION:

ROLL CALL:

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

Richard Suttell

BOARD PRESIDENT, 11/15/23

**Grant Agreement from the
Geauga County Board of Developmental Disabilities
to NPower Services Co.**

This grant is initiated on this 1st of January, 2024, by the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 to **NPower Services Co.** of 16730 Brigadoon Drive, Chagrin Falls, OH 44023, a Corporation for Profit duly organized under the laws of the State of Ohio pursuant to Chapter 1701 of the Ohio Revised Code and **Jewish Family Service Association of Cleveland, Ohio** (fiscal sponsor) of 29125 Chagrin Blvd. Beachwood OH 44122, a not-for-profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

PREAMBLE

WHEREAS, Geauga County Board of Developmental Disabilities 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 County Board does have the authority, as conferred by Revised Code 5126.05 (E), to make grants to a profit making agency for purposes of providing services to individuals whose capacity has been impaired because of developmental disabilities;

WHEREAS, NPower Services Co. is a duly incorporated entity in compliance with the requirements of Revised Code Chapter 1701;

WHEREAS, the County Board does have the authority, as conferred by Revised Code 5126.05 (E), to make grants to a Non-Profit Board for purposes of providing services to individuals whose capacity has been impaired because of developmental disabilities.

WHEREAS, Jewish Family Service Association of Cleveland, Ohio is a duly incorporated entity in compliance with the requirements of Revised Code Chapter 1702;

WHEREAS, NPower Services Co. has requested to allow individuals with developmental disabilities to participate in their integrated recreation and socialization programs;

WHEREAS, the County Board supports the integration efforts of NPower Services Co.;

WHEREAS, the County Board and NPower Services Co. shall comply with all applicable rules and regulations established by O.R.C. for provision of services to consumers 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 grant for provision of Integrated Recreation and Socialization.

A. Terms:

This grant is effective 1/1/2024 and will continue in effect through 12/31/24, if NPower Services Co. continues to provide Integrated Recreation and Socialization as outlined in the agreement.

The award will be made in a single payment upon the execution of this agreement to the grantee’s fiscal sponsor, JFSA. As fiscal sponsor, JFSA provides administrative functions such as accounting on behalf of NPower Services. The check should be made out to “JFSA in care of NPower Services.” Once grant funds are deposited, JFSA is required to provide GCBDD evidence the monies have been deposited into the NPower fund.

In the event NPower Services ceases to provide Integrated Recreation and Socialization services, a repayment to GCBDD would occur on the following prorated basis:

Last Date of Service Occurred in:	Repayment Due to GCBDD
January	\$ 75,000
February	\$ 68,750
March	\$ 62,500
April	\$ 56,250
May	\$ 50,000
June	\$ 43,750
July	\$ 37,500
August	\$ 31,250
September	\$ 25,000
October	\$ 18,750
November	\$ 12,500
December	\$ 6,250

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.

Integrated Recreation and Socialization – means a variety of group activities or programs which are open to individuals with developmental disabilities in Geauga County. A listing of the minimum expected events are listed in Section D of this agreement.

County Board - 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.

NPower Services Co. - means the Chagrin Falls based for-profit agency founded pursuant to section 1701 of the Revised Code.

C. Purpose:

The purpose of this grant is to furnish NPower Services Co. funding to support various community groups and activities that promote integrated recreation and socialization for individuals with developmental disabilities.

D. Programs or Activities to be Supported by the Grant:

- RockAbility - a free integrated music project for musicians with disabilities to learn and perform songs with mentors.
- Inside Circle - a free drum / ukulele / harmonica circle for anyone at any ability level to learn how to find a beat and carry a tune. Led by certified music instructors and / or therapists - along with local musicians. Many participants see Inside Circle as a gateway into RockAbility.
- Geauga Joggers & Walkers - a free jogging and walking group for adults of all abilities to meet for regular outings that explore local parks and neighborhoods.
- Fitness programming - Free or low-cost adaptive athletic training including CrossFit.
- Project: Kindness - Free programming that aligns self-care and service opportunities for adults who want to contribute to making a kinder world while putting people with disabilities on the giving end of service.

E. Responsibilities of the County Board

1. The County Board is responsible to identify eligible individuals pursuant to ORC 5126.
2. The County Board will monitor the participation of the individuals with developmental disabilities to ensure the levy funds are meeting their purpose.
3. The County Board will allow NPower Services Co. use of the building space at the Metzenbaum Center for free provided the proper scheduling and use rules are followed.
4. The County Board 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 NPower Services Co.

1. NPower Services Co. shall be solely responsible and have sole control for making all 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 NPower Services Co. not outlined in this agreement shall be their sole responsibility.

2. NPower Services Co. shall explore, research, and develop, at its discretion, new opportunities for programming and determine their feasibility.
3. NPower Services Co. shall be solely responsible for policies regarding selecting, hiring, scheduling, salary, benefits and assignment of its employees.
4. NPower Services Co. shall be responsible for purchasing liability insurance which covers the various ventures, groups, and activities.
5. NPower Services Co. will comply with all local, state and federal regulations in regard to; non-profit organizations, 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 RC 125.111 as to affirmative action.
6. NPower Services Co. shall make monthly reports to the County Board of the programs offered and participants in each program.

G. Joint Responsibilities of the County Board and NPower Services Co.

Both the County Board and NPower Services Co., using their joint best efforts, shall:

1. Conduct and maintain an ongoing public information and awareness program to better publicize the activities of the Recreation and Socialization programs to increase awareness and participation. NPower Services Co. shall provide any program information to the County Board's public relations representative for dissemination.
2. Annually review the Integrated Recreation and Socialization programs offered.
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 County Board will make a payment of \$75,000 to NPower Services Co. no later than 12/31/2023. This payment will cover the 1/1/24-12/31/24 time period.
2. NPower Services Co. will track the grant via a separate fund to process the payments for services and other related expenses. This fund or account will be available for review as the need arises or is requested by the County Board.
3. NPower Services Co. will determine an appropriate process of oversight, reconciling, and financial reporting on a monthly, quarterly, or other basis as they see fit.

4. The County Board will review each grant request in November and December as part of consideration for the next annual grant.

I. Facilities:

The County Board will maintain ownership and care for all the facilities used at the Metzenbaum campus. The County Board shall provide the space necessary for the execution of the services outlined in the grant.

J. Notices:

All communications regarding any change or issue involving the grant will be in writing to the following contacts:

NPower Services Co.
Attn: Executive Director
16730 Brigadoon Drive
Chagrin Falls, OH 44023

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

K. Independent Organizations:

At all times during this grant, both parties will serve as independent contractors. Only the specific obligations outlined in the grant 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 donated or sold to the other party without going through a bid process.

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

If NPower Services Co. ceases to do business, all assets purchased with tax payer dollars will revert to the County Board. Any acquisitions of material equipment or assets that have been purchased by NPower Services Co. (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 County Board will carry insurances for building, grounds and vehicles owned by the County Board.

NPower Services Co. will carry insurance for materials, equipment and vehicles owned by Empire Sports.

The County Board 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 building and grounds.

NPower Services Co. will provide general liability insurance for the various programs and activities and indemnify the County Board.

N. Oversight:

NPower Services Co. will provide all appropriate documents pertaining to their execution of this grant including board meeting minutes, financials, and agendas as requested by the County Board Superintendent and/or designee.

O. Termination:

Mutual Agreement: This grant 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 grant agreement.

Termination for Cause: In the case of criminal conduct, gross immoral behavior, or blatantly failing to meet the obligations outlined by this grant which places the other party in a harmful situation, either party may terminate the grant 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 grant programs and activities 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 NPower Services Co. Executive Director and the GCBDD staff, a meeting between NPower Services Co. and County Board Presidents will be held. Phone or Zoom 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 grant effective in at least 30 days from the date of the letter.

Termination by Choice – If either party wishes to terminate this grant of their own volition, a 3 month notice will be given in writing.

P. Miscellaneous:

This agreement represents the entire understanding between NPower Services Co. and the County Board for the Integrated Recreation and Socialization grant. It supersedes any and all previous agreements concerning NPower Services Co. and the County Board in the area of the Integrated Recreation and Socialization grant. Other agreements between the two parties can exist independently from this agreement.

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 Geauga County Board of DD
Donald L. Rice, II, Superintendent

For NPower Services Co.
Lori Weber, Executive Director

Date

Date

Witness for GCBDD

Witness for NPower Services Co.

Date

Date

For the Jewish Family Services Association
Susan Bischel

Date

Witness for Jewish Family Services

Date

Approved to Form: _____
Sheila Salem

Date



Lori Weber
NPowerServices.com
lori@npowerservices.com
440-479-1244

Grant Request Proposal 2024 - NPower Services

Thank you for the opportunity to submit this proposal and share the programming ideas we have for adults with developmental disabilities in Geauga County.

NPower Services has been officially serving the community since the spring of 2021 with the following programming:

- RockAbility - a free integrated music project for musicians with disabilities to learn and perform songs with mentors.
- Inside Circle - a free drum / ukulele / harmonica circle for anyone at any ability level to learn how to find a beat and carry a tune. Led by certified music instructors and / or therapists - along with local musicians. Many participants see Inside Circle as a gateway into RockAbility.
- Geauga Joggers & Walkers - a free jogging and walking group for adults of all abilities to meet for regular outings that explore local parks and neighborhoods.
- Fitness programming - Free or low-cost adaptive athletic training including CrossFit.
- Project: Kindness - Free programming that aligns self-care and service opportunities for adults who want to contribute to making a kinder world while putting people with disabilities on the giving end of service.
- Employment readiness - volunteer placement and job coaching to help people with disabilities understand soft skills and employability tactics.

We've been able to keep nearly everything free due to the generosity of the GCBDD and other, smaller grants and donations.

The one thing we do require that participants pay for (and no one is turned away due to lack of funding; NPower will absorb anyone's fee if finances are a barrier) is CrossFit and other athletic training where we are renting space and paying coaches. These activities are expensive and we noticed that if participants have some skin in the game, they'll be more likely to show up. We want to avoid having people sign up for free programming and then not come because they didn't personally invest in it. This was a lesson that came up during the pilot program in the winter of 2021.

Following is a breakdown of some of the projects we've tackled in 2023:

RockAbility

This band has grown from about 10 people to 30ish in 18 months.

Musicians with disabilities: 18

Mentors: 12 (with more who want to volunteer)

Gigs played in 2022: 12

Gigs played in 2023: 14

Venues: Rock & Roll Hall of Fame, Maple Splash Festival, Bainbridge ROX, Canton Center for the Cultural Arts, Wild Maple Music Festival, Geauga Park District's Tune Traders, and many others.

Recording projects: One to date. We have an original song ("As Long As I Still Got a Voice" written by mentor guitarist Rick Sockel). We went to Breakthrough Sounds Studio in Valley View and spent five rehearsals laying down individual tracks. We then went to Anchor 52's Off the Grid Studio to shoot video. The song is now available to stream and download on Amazon, Apple Music, Spotify, YouTube, Pandora and other streaming platforms.

We hope to record more original songs next year.

Social band jams (non-performance, but everyone ends up playing): We have band and family members come to picnics and events that NPower caters and others bring potluck additions to. Everyone learns how to take turns in an informal, non-rehearsal setting.

Rehearsal locations:

1. Metzenbaum / West Geauga Schools Transportation building - for full group rehearsals of about 30ish people every week.
2. Laser Cap Warehouse for ensemble rehearsals and the formation of offshoot groups like "FolkAbility", "BluesAbility", and acoustic jams. This is limited to no more than 10 people per practice. We're here about 2/month.

Number of times we meet per month: I (Lori) and master-mentors attend about 8-10 rehearsals and gigs per month. DD musicians and mentors typically attend about 4-7 events per month including rehearsals, sectionals, and performances. (Personally, I have at least 50 hours per month logged for in-person rehearsals and performances. I spend about another 25ish hours per month handling all the behind-the-scenes things).

Because of all the together time we have, these musicians are becoming a tight-knit community - mentors and clients alike.

Sponsors:

Laser Cap - space in Highland Heights and some PA equipment donations

AudioTechnica - donated mics and cables. We will also be purchasing an in-ear-monitor (IEM) system from them at courtesy pricing. We will benefit from free training from their audio experts.

Rock Hall - Provided 20 free ukuleles for our Inside Circle group. While, technically, this isn't "RockAbility", it does provide a potential entry for people who do not have musical skill to acquire knowledge and ability that could help them pass an audition. Inside Circle members are invited on the stage for one song with RockAbility at select concerts.

Rotary Club of Burton-Middlefield - Sent a check after hearing us perform at Maple Splash Festival. This \$1K went directly to paying for time in the recording studio.

GCBDD / Metzenbaum - Funding to get this project off the ground! We purchase audio equipment and instruments for people when needed. We've spent money on instrument repairs, especially for donations that are worthy of keeping - with some attention.

We also provide scholarships for our client musicians who want to improve their singing skills and playing of instruments. Two of our clients now take private lessons with local teachers - and their skills have improved tremendously. We have a few others who are interested in taking lessons. Scheduling and transportation are challenges.

Programming costs

	2023 costs	Projected 2024 costs
Recording (combined audio and video)	\$5,000	\$7,000
Venue rentals	\$1,000	\$1,000
Stipends	\$10,000	\$15,000
Music / vocal lessons	\$2,400	\$3,200
Instruments	\$750	\$500
Equipment and disposables	\$2,000	\$1,000
Director	\$18,000	\$18,000
Office supplies / materials	\$500	\$500
Printing	\$1,200	\$1,200
Postage	\$130	\$130
Travel	\$500	\$1,000
Operating costs (phone, insurance, marketing, fundraising...)	\$3,500	\$3,500
Totals:	\$44,980	\$52,030

Inside Circle

This is a non-performance music track for people who want to make music but who have limited or no musical skill or experience. Many participants want to be in RockAbility, but aren't able to contribute. So, we created Inside Circle to offer a "real" musical outlet for people who couldn't pass an audition. This program is a drum / ukulele / harmonica project that's led by music teachers and music therapy students. We practice finding the beat and learning how to carry a melody. The big "prize" for participants is the invitation to play a song with RockAbility at select performances. Inside Circle gets to be in the band!

We started in May of 2023 at Burton Public Library, not knowing if there'd be any interest. About 19 people came to our first session - and everyone left in a good mood, asking when the next "practice" was. Since then, we've met monthly. Chardon Library has expressed interest in adding a session to their building next year. I can see this being offered at two locations next year.

A challenge is finding qualified people to lead these sessions. Leaders have to be able to play guitar, sing, and teach - and keep a cheerful attitude throughout the entire hour regardless of the ability levels present.

	2023 costs	Projected 2024 costs
Instructors	\$1,000	\$2,000
Space	In-kind donation	\$200
Instruments	Donated ukuleles from Rock Hall	\$250 for extra percussion
Admin / overhead <ul style="list-style-type: none"> • Scheduling / coordinating with libraries • Creating promotional messaging • Social Media / email blasts • Events calendar • Press releases 	Unfunded	\$2,000
	-\$1,000	\$4,450

Geauga Joggers & Walkers

This got started in the fall of 2019, pre-Covid. A handful of high school X-country runners and recent grads, many with autism or Down's, were facing an abrupt end to organized running and competitions. We started this to keep these folks active and engaged in healthy, social fitness activities. It had a solid beginning with Metz SSA George Cervenka's assistance. One of the tenets I try hard to maintain is integration. I want to see neurotypical athletes walking and running alongside the DD crowd - mirroring what happens in high school on the track and X-country teams. I want to keep the energy up - and everyone inspired to push themselves, at least a little. ;-)) I spend time calling local coaches and rounding up people to serve as typical running mentors for the DD people. Their involvement has been spotty, but overall, we've been able to have a nice mix of all abilities and speeds.

In 2023, we held 18 runs / walks in Geauga parks and neighborhoods. Additionally, we participated in three 5K races and one 1-mile fun walk. We've never canceled an outing because of weather. We're out in snow, sun, wind... whatever. The only time we'd cancel would

be due to lightning, which has yet to happen in four years. Attendance varies. On the worst weather days, we'll have as few as 3 people show up. On good days, we've had 26 people.

We had park naturalists lead four outings. Plus, we added a gravity-defying high-ropes walk at Claridon-Woodlands.

	2023 costs	2024 costs
Admin / Overhead <ul style="list-style-type: none"> • Scheduling / coordinating with Parks and volunteers • Creating promotional graphics • Adding to events calendar • Building social media posts and making events • Sending emails • Attending walks and ensuring adequate coverage 	\$4,500	\$4,500
Snacks, bottled waters... NPower will cover the race entry fees of a folks who have difficulty paying. We'll also cover a few dinners for people at our November (season wrap-up) meal who have trouble affording a meal.	\$500	\$500
	\$5,000	\$5,000

Fitness Programming

We started Adaptive CrossFit classes as a way to keep people active during the winter when Geauga Joggers & Walkers wasn't meeting for outings on cold, dark evenings. This turned out to be a surprise hit. Who knew our clients would actually enjoy doing burpees? (Or at least enjoy bragging about having done them!)

Costs of renting the gym and paying adaptive-certified instructors were high, but are worth it. We have to cap participation at 15 people to keep the ratio of clients to instructors at about 1:4 for safety and to maintain high-quality workouts.

CrossFit - is asking for about \$2,000 per each of four sessions, now at 12 weeks each:

2024 Session Dates:

1/2- 3/19

4/2- 6/18

7/2- 9/17

10/1- 12/17

NPower's administrative work is diminishing on this front; the gym is taking it over.

TOTAL for CrossFit programming:

Costs description	Totals
Crossfit coaching / gym	\$7,680 for gym coaches - annual (4 coaches per 15 clients at a class)
Administrative (promotions, communications)	\$2,000 NPower administrative for the year
Total	\$9,680

NEW Fitness Programming

This year, we'd like to add a program for our day-hab folks. I've had discussions with the owners at Wembley Club in Bainbridge. We're looking to add four 8-week sessions in 2024 during the day. Components:

Details of the new daytime fitness program - NAME TBD

To address people at day hab programs who would like to participate in structured, challenging physical activities, NPower has been in discussions with the Wembley Club in Bainbridge. They have space from about 11 a.m. to 2:30ish p.m, and they're open to hosting a weekly fitness class with the following components:

1. Intro - quick hellos and stretch (5 mins)
 2. Warm up workout (10-15 mins)
 3. Main workout targeting a specific skill (ie: lifts to improve strength, repetitions to improve endurance...) (20ish mins)
 4. Cool down and review (5 mins)
- ALL THE ABOVE is similar to CrossFit and would be programmed by a coach with CrossFit experience. But - we can't call this workout "CrossFit."
5. NEW: We'd then transition to one of Wembley's additional fitness offerings and rotate the sport weekly. So, we'd do things like:
 - Spinning on stationary bikes
 - Corn hole
 - Boxing
 - Machine room
 - Balance games
 - Yoga
 - Meditation
 - Swimming
 - Pickle ball games
 - Other stuff with a physical component.

This second part of class would last about 30 minutes.
The total experience would be about 90 minutes.

Idea: I'd like to align these skills and sports to whatever Metz Special Olympics sport is occurring to help our team. It could be fun to invite a Special Olympics coach to one session each season to provide a little inspiration and motivation.

All the above has been OK'd by management at Wembley. I've also spoken with two day hubs, and they're interested in bringing several of their clients to do this activity. We have space, coaches, equipment and clients. I'm looking at other day hubs as well.

Funding and costs:

FOUR, 8-week sessions for 2024

Service	Session Cost	Total
Coaching: Workout planning and coaching (keeping a 1:4 ratio of coaches to participants)	\$2,080 per each of four sessions	\$8,320
Fees / rentals	\$800 /session	\$3,200
Administrative (planning, marketing, recruiting, communication, organizing coaches and final event)	\$500 / session	\$2,000
Total	\$3,380	\$13,520

Project: Kindness

Project: Kindness welcomes adults with disabilities into community-based programs and activities - all focused on improving participants' mental health and mood while helping others feel good too. Part of the mission is to put people who are usually on the receiving end of service on the giving end. But - what differentiates this from a typical service club or organization is that we always talk about how we have to feel good in our own skin before we can help others feel good too.

We've run this for 2 years with high interest and participation. We hold activities at Celebration Lutheran Church in Chardon, Chagrin Falls Library in Chagrin Falls, Metzenbaum, St. Mary's in Chardon, West Woods Park in Newbury...

Activities include:

- Pet day: Make cat toys for a community pet blessing (and take some home!)

- Shower Melts: Make to keep and give a luxurious spa shower experience
- Meditation: Practice kind thoughts to ourselves and send to others
- Ceramic alcohol paint pours: Write kindness mantras on them to keep and give
- Herbal infused waters: Hydrate in style! Take recipes home to share
- Hot chocolate: Make home-made hot chocolate canisters to keep and give
- Yoga: Feel good in our bodies and practice giving compliments to others
- Centerpieces: Make seasonal centerpieces to distribute with food pantry orders
- Greeting cards for veterans: Partner with Rotary Club to have our DD clients staff a table at a public event (Geauga Jeep Invasion) where attendees can make cards to thank vets for their service. They'll be distributed via the Geauga Veterans Food Pantry.
- Lots of others...

New, regular addition to Project: Kindness - Starting in January, we're adding another monthly activity at Burton Public Library. It's called Interplay, and we have a certified instructor who's willing to volunteer to lead this. It will be held the 4th Friday of the month for five months from 3:45 - 4:45 p.m. as a pilot project. The dates are:

Friday January 26

Friday February 23

Friday March 22

Friday April 26

Friday May 24

Most of the time, Project: Kindness space is free, but we've had to rent a few times. We also have to pay most of our instructors and purchase the materials. It's hard to break down the actual cost per month because each activity is so different. Some are free. I think a simple breakdown could look like:

Yearly space rental: \$300

Yearly instructor fees: \$1,500

Yearly materials cost: \$1,500

Admin / overhead to create programming, schedule with venues, hire instructors, marketing, recruiting... \$3,000

Total: \$6,300

All programming:

Programming / Activity	Costs
RockAbility	52,030
Inside Circle	4,450

Geauga Joggers & Walkers	5,000
CrossFit	9,680
Daytime Fitness Programming (Wembley)	13,520
Project: Kindness	6,300
Total:	\$90,980
Other funding	
CCBDD Grant	\$10,000
Fundraiser (Total raised was about \$15K, but we spent about \$8K on expenses)	\$7,000
Rotary Club Burton Middlefield	\$1,000
Costs minus the other funding sources:	\$72,980

Other Funding Sources:

NPower received a \$10,000 grant last year for RockAbility. We play a handful of events in Cuyahoga County, including the Rock Hall.

NPower's first fundraiser "Under a Harvest Moon" raised about \$7,000 (still figuring it out as of Nov. 2023).

The Rotary Club of Burton-Middlefield donated \$1,000 toward the cost of our recording project.

We are also seeking funding from other grant sources.

We're asking the Geauga County Board of Developmental Disabilities / Metzenbaum for \$75,000 to continue programming.

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

**ADDENDUM #3 to
INTEGRATED RECREATION GRANT AGREEMENT WITH
Empower Sports
3210 Euclid Ave.
Cleveland OH, 44115**

The Geauga County Board of Developmental Disabilities and Empower Sports are hereby renewing the grant agreement dated 7/1/21 for the period of 1/1/24 to 12/31/24. All terms and conditions of the original agreement remain in effect.

GCBDD will award Empower Sports a sum not to exceed \$75,000 upon the execution of this addendum. In the event Empower Sports ceases to provide Integrated Recreation Services, a repayment to GCBDD would occur on the following prorated basis:

Last Date of Service Occurred in:	Repayment Due to GCBDD
January	\$ 75,000
February	\$ 68,750
March	\$ 62,500
April	\$ 56,250
May	\$ 50,000
June	\$ 43,750
July	\$ 37,500
August	\$ 31,250
September	\$ 25,000
October	\$ 18,750
November	\$ 12,500
December	\$ 6,250

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES

EMPOWER SPORTS:

Tom Heines, Executive Director

Date

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

Donald L. Rice, II, Superintendent

Date

APPROVED AS TO FORM:

Sheila Salem, APA

Date

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 15, 2023

Resolution: 23-94(A)

BE IT RESOLVED to approve the following locally funded services agreements:

- James Emmett & Company, in an amount not to exceed \$10,000 for community employment services.
- Denise Palumbo, in an amount not to exceed \$750 for supported living services.

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

- BR549 LLC, in an amount not to exceed \$51,500 for adult day and transportation services.
- Jessica Barber, in an amount not to exceed \$13,000 for transportation services
- Empowering People Workshop, Inc, in an amount not to exceed \$94,000 for adult day and transportation services
- Two Foundation, in an amount not to exceed \$137,000 for employment and transportation services
- Solid Rock on Which We Stand, LLC, in an amount not to exceed \$210,000 for adult day, employment, volunteer and transportation services

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

MOTION: Miller

SECOND: 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 11/15/23
BOARD PRESIDENT, 11/15/23

LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between **Jame Emmett & Company** (Provider), and the **Geauga County Board of Developmental Disabilities (Board)**.

1.) TERM

This Agreement shall be effective **11/15/2023** through **12/31/2023**.
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 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 **\$10,000.00** 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).

a. Community Employment Bonus

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

Tier 1

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

Tier 2

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

Tier 3

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

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

See examples below:

Example 1- No Tier Increase:

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

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

Example 2 - Increase from Tier 1 to Tier 2:

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

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

Example 3 - Increase from Tier 1 to Tier 3:

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

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

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

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

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 Provider'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

James Emmett & Company
11225 West 950 North
ATTN: Monticello, IN 47960

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

SIGNATURES:

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

Date

Provider's Representative

Date

Approved to Form:

Sheila Salem, Assistant Prosecuting Attorney

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

**BUSINESS ASSOCIATE AGREEMENT
(Attachment A)**

This Agreement is entered into this 15th day of November, 2023, by and between James Emmett & 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 through the terms of the Service Contract.

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

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

1. Definitions

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

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.
3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA privacy rules applicable to covered entities and business associates, and as follows:
 - a. To complete the functions as listed in the Service Contract.
 - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
 - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
5. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
6. The Business Associate shall establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall conform to the requirements set for in applicable law for security of PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
7. The Business Associate shall immediately report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:

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

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

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

To the DD Board:

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

To the Business Associate:

James Emmett & Company



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

LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between **Denise Palumbo (Provider)**, and the **Geauga County Board of Developmental Disabilities (Board)**.

1.) TERM

This Agreement shall be effective **1/1/2024** through **12/31/2024**. 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 (**ISP**). Authorized services are documented by the **Payment for Authorized Services (PAS)** form, including any revisions, which shall be considered part of this agreement.

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 **\$6916.80** for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

Funding Arrangements:

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

3.) INDEPENDENT CONTRACTOR

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

4.) CONFIDENTIALITY/HIPAA COMPLIANCE

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

5.) RESPONSIBILITIES OF THE BOARD

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

6.) RESPONSIBILITIES OF THE PROVIDER

If the Provider is an independent contractor, the expectations outlined in this agreement only pertain directly to them.

If the Provider is an agency and has an employee/s who assists in the execution of this agreement, the expectations outlined in this agreement pertain to every employee.

- a) At a frequency no less than every five years;
 - a. The Board will assist Independent Providers, and Provider Agencies will ensure their employees are not listed on the following databases prior to service delivery:
 - i. The list of excluded persons and entities maintained by the office of inspector general in the United States department of health and human services;
 - ii. The abuser registry;
 - iii. The nurse aide registry;
 - iv. The sex offender and child-victim offender database;
 - v. The United States general services administration system for award management database;
 - vi. The Ohio Department of Medicaid provider exclusion and suspension list;
 - vii. The database of incarcerated and supervised offenders.
 - b. All Providers, at the expense of the Board, will complete BCI criminal background check when the Provider has been a resident of Ohio for the last five years, AND FBI check when the Provider has not resided in Ohio for the last five years.
- b) At a Frequency no less than every three years:
 - a. The Board will assist Independent Providers, and Provider Agencies will ensure their employees will obtain a history abstract through the bureau of motor vehicles with six points or less.driver history abstract through the bureau of motor vehicles with six points or less.

All Providers of transportation are required to maintain a valid driver's license, perform daily vehicle inspections, and annual vehicle inspections by the state highway patrol or certified mechanic.

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.) DESCRIPTION OF SERVICES

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.

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.

8.) 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 Provider'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.

9.) 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.

10.) 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.

11.) 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.

12.) 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.

13.) 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.

14.) 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

Denise Palumbo
3604 Helsey Fusselman Rd
Southington, OH 44470

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

SIGNATURES:

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

Date

Provider's Representative

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

**BUSINESS ASSOCIATE AGREEMENT
(Attachment A)**

This Agreement is entered into this 15th day of November, 2023, by and between Denise Palumbo (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

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

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

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

1. Definitions

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

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.
3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA privacy rules applicable to covered entities and business associates, and as follows:
 - a. To complete the functions as listed in the Service Contract.
 - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
 - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
5. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
6. The Business Associate shall establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall conform to the requirements set for in applicable law for security of PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
7. The Business Associate shall immediately report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:

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

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

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

To the DD Board:

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

To the Business Associate:

Denise Palumbo
3604 Helsey Fusselman Rd
Southington, Oh 44470

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

Signature
Donald Rice, II, Superintendent
Geauga County Board of Developmental Disabilities

Date

Contractor:

Signature

Date

Print name

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

ADDENDUM # 1
to
LOCALLY FUNDED SERVICES AGREEMENT WITH
BR549 LLC

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 \$40,000.00 will be increased by \$11,500.00

In total, this contract is not to exceed \$51,500.00

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 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
Jessica Barber

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 \$10,000.00 will be increased by \$3,000.00

In total, this contract is not to exceed \$13,000.00

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 _____ 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
Empowering People Works!**

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 \$83,000.00 will be increased by \$11,000.00

In total, this contract is not to exceed \$94,000.00

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 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
Two Foundation Inc.**

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 \$130,000.00 will be increased by \$7,000.00

In total, this contract is not to exceed \$137,000.00

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 _____ 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 # 3

to

LOCALLY FUNDED SERVICES AGREEMENT WITH

Solid Rock on Which We St

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 \$180,000.00 will be increased by \$30,000.00

In total, this contract is not to exceed \$210,000.00 .

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 _____ 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

November 15, 2023

Resolution: 23-95(A)

BE IT RESOLVED to approve the attached contract with Jewish Family Service Association of Cleveland regarding continued operation of the Metzenbaum Residence ICF and transfer of ownership of 13 bed licenses.

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

MOTION: *Lair*

SECOND: *Suttell*

DISCUSSION:

ROLL CALL:

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

Richard Suttell 11/15/23
BOARD PRESIDENT, 11/15/23

**Agreement Between the
Geauga County Board of Developmental Disabilities
and Jewish Family Service Association of Cleveland**

This Agreement (“Agreement”) is by and between the Geauga County Board of Developmental Disabilities (“GCBDD”) located at 8200 Cedar Rd., Chesterland, OH 44026 and Jewish Family Service Association of Cleveland, Ohio (“JFSA”) located at 29125 Chagrin Blvd., Pepper Pike, OH 44122,(GCBDD and JFSA referred to individually as a “Party” and collectively as the Parties”), and is made and entered into the 1st day of January, 2024 (“Effective Date”).

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, GCBDD has the authority, as conferred by Revised Code 5126.05 (C), to enter into a contract with a nonprofit organization for purposes of having the nonprofit organization provide a program of habilitation services to individuals whose capacity has been impaired because of developmental disabilities.

WHEREAS, the GCBDD through December 31, 2023, holds the title, right and interest in and to 13 ICF beds (“Bed Licenses”), which will be transferred, conveyed and delivered to JFSA effective January 1, 2024.

WHEREAS, JFSA is a nonprofit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

WHEREAS, the GCBCC supports the efforts of JFSA, which provides adult residential services to consumers with developmental disabilities.

WHEREAS, the GCBDD and JFSA shall comply with all applicable rules and regulations established by Medicaid and by the Ohio Department of Developmental Disabilities (“DODD”) for provision of adult residential services to consumers with developmental disabilities.

NOW, THEREFORE, in consideration of their mutual covenants contained herein and their respective promises, and with their respective representations, warranties and acknowledgments to each other, the Parties agree as follows:

A. Terms: This Agreement, as of the Effective Date, will continue in effect for one year, however, this Agreement will automatically renew unless the termination process set forth in this Agreement has been followed as outlined in this Agreement.

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 Ohio Revised Code.

Intermediate Care Facility (“ICF”) - means a residential option for individuals with Developmental Disabilities (“DD”). In particular, the ICF refers to the Metzenbaum Residences at 8132 and 8142 Cedar Rd. in Chesterland, OH.

Board Employee – A person hired by the GCBDD.

County Board - means the GCBDD created pursuant to section 5126.02 of the Ohio 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.

JFSA staff and/or Independent Contractor - A person hired by JFSA and/or an independent contractor onboarded by JFSA to provide agreed upon services for a certain duration of time.

- C. Purpose:** The purpose of this Agreement is to furnish a basis for cooperation and agreement between GCBDD and JFSA in the development and operation of the ICF as provided for in Chapter 5126 of the Ohio Revised Code and will continue once the titles, rights and interests in and to the Bed Licenses are transferred, conveyed and delivered by GCBDD to JFSA as of the Effective Date.
- D. Individuals to be Served:** Individuals with DD who are residing in the ICF will be served by this Agreement.
- E. Responsibilities of the County Board:**
1. GCBDD is responsible to oversee and provide assurance that the programs operated by the County Board are in compliance with the rules, regulations and standards of the Ohio Department of Developmental Disabilities; Chapter 5126 of the Administrative Code, and all other applicable local, state, and federal agencies.
 2. GCBDD will monitor the financial situation of the ICF operations under JFSA and grant funding as needed to ensure that JFSA stays fiscally stable. In addition to the funding that JFSA receives from the DODD, GCBDD will provide JFSA with an annual financial grant of up to \$500,000 (“the Grant”) to support the ICF under the operations of JFSA.
 3. The GCBDD will not guarantee financial support for new business ventures or capital expenditures, other than those associated with maintaining the ICF buildings and grounds and vehicles as part of this Agreement. Any financial grants for new business or capital expenditures will be handled via a separate agreement.
 4. The GCBDD will provide orientation, staff training, in-service, first aid/CPR, and any other required training per DODD for all newly hired JFSA staff and JFSA onboarded independent contractors at no cost to JFSA.

F. Responsibilities of JFSA

1. JFSA is responsible for identifying and placing potential eligible individuals to reside at the ICF. Current residents of Geauga County are to be given priority Provided they are a good fit with the current mix of Individuals at the ICF as agreed upon by both Parties.
2. JFSA shall be solely responsible and have sole control for making all business decisions regarding its operations at all locations where business is conducted which relates to contracts, quotes, expenditures, debts, obligations, and approval procedures. Any and all purchases by JFSA shall be their sole responsibility.
3. JFSA shall explore, research, and develop, at its discretion, new opportunities for residential options at the ICF and determine whether these opportunities are feasible.
4. JFSA shall be solely responsible for policies regarding selecting, hiring, scheduling, salary, benefits, and assignment of its employees and for selecting any independent contractors that it onboards and paying pursuant to an independent contractor agreement between JFSA and the independent contractor.
5. JFSA shall be responsible for purchasing all specialized equipment required to operate and care for Individuals, supplies and materials which relate to the operation of the ICF.
6. JFSA will assume the position of representative payee for all ICF residents who currently use GCBDD for this service when JFSA assumes the Bed Licenses.
7. JFSA agrees to pay wages in compliance with all applicable regulations of the United States Department of Labor, Wage and Hour Division, Title 29, Part 525 of the code of Federal Regulations; Chapter 1702 of the Ohio Revised Code, Non-Profit corporation law, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and subsequent applicable laws, rules or regulations that may modify or replace the above.
8. JFSA will make necessary provisions for Workers' Compensation and Unemployment Compensation for JFSA staff in accordance with provision of local, state and federal laws.
9. JFSA will comply with all local, state and federal regulations in regard to; non-profit organizations, withholding of all state and federal taxes from employees of JFSA, 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 all admission, programming, and reimbursement requirements as outlined by the Department of Developmental Disabilities governing the County Board of Developmental Disabilities. Compliance with the Equal Employment Opportunity Commission rules and regulations is required as is compliance with RC 125.111 as to affirmative action. Compliance with all relevant provisions of the Occupational Safety and Health Act is required.
10. Upon request of the GCBDD, JFSA shall provide to GCBDD financial information pertaining to the ICF.
11. JFSA will maintain its Medicaid services provider certificate from the DODD.

12. JFSA agrees that it has read OAC 5123-7-02, and hereby, understands and agrees to adhere to all terms and conditions applicable as it applies to this Agreement pursuant to the specific details provided to JFSA by GCBDD.

G. Joint Responsibilities of the County Board and JFSA: Both GCBDD and JFSA, using its respective best efforts, to the best each of the Party's abilities, shall:

1. Conduct and maintain an ongoing public information and awareness program to better publicize the services of JFSA at the ICF and the GCBDD.
2. Annually review the ICF financial budget of JFSA's operation of the ICF.
3. Comply with the rules and regulations established by the Ohio Department of Medicaid and the DODD relating to programs for the ICF.
4. Shall ensure that their respective employees have the appropriate DODD certification or registration or other certification/licensure as required.

H. Description of Services/Funding:

1. The County Board will provide monthly bills to JFSA for the cost of fuel, supplies, repairs, maintenance, insurance coverage for buildings and vehicles, and other related costs associated with buildings or vehicles owned by GCBDD. JFSA will include these costs in their ICF Cost Report, but GCBDD will consider any of these costs as "in-kind" contributions. No payment will be expected.
2. At least annually, the County Board and JFSA will meet to review the expenses of operating the ICF. The County Board will provide JFSA any and all relevant expense information. JFSA will provide all relevant expense information surrounding the staffing and operation of the ICF care.
3. For each fiscal year beginning July 1 and ending June 30, JFSA may request the granted funds from GCBDD for start-up costs, operational costs, salary, wages and benefits, equipment purchases, or other expenses to include an allocation of JFSA's overhead and a management fee to JFSA that aren't covered by the funds received from DODD.
4. GCBDD will transfer, convey and deliver all titles, rights, and interests in and to JFSA (hereinafter, collectively "Transfer") for 13 ICF Bed Licenses effective January 1, 2024. Upon transfer of the Bed Licenses, JFSA will be the sole owner of the Bed Licenses. GCBDD will perform all administrative and legal tasks associated with and required to Transfer the Bed Licenses to JFSA and GCBDD will pay any and all costs associated with the Transfer of the Bed Licenses. At its discretion and upon termination of this Agreement, JFSA may sell or transfer or maintain the Bed Licenses as JFSA sees fit.

I. Facilities: The GCBDD will maintain ownership and maintenance for all the facilities used at the Metzenbaum campus. The County Board shall repair any damage to facilities or equipment caused by consumers and employees of GCBDD. JFSA will only be

responsible for any repair or damage that would be considered malicious damage by one of its employees or of its Independent Contractors.

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

Jewish Family Service Association
Attn: Chief Executive Officer
29125 Chagrin Blvd.
Pepper Pike, OH 44122

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 entities. 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 donated or sold to the other party without going through a bid process.

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

If JFSA ceases to operate the ICF, all assets purchased with tax payer dollars will revert to the GCBDD.

- M. Insurance:** Each party will carry its own policies or requirements for general liability, health insurance, worker's compensation, unemployment etc., as set forth below:

The GCBDD will carry insurance for buildings, grounds and vehicles owned by the GCBDD.

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

JFSA shall obtain necessary insurance for theft, disappearance and destruction coverage as needed.

JFSA and GCBDD shall carry General Liability, Sexual Molestation Liability, Automobile Liability of \$1,000,000/ \$2,000,000 per aggregate.

Each Party to this Agreement shall provide, one another, upon request, a certificate of interest covering the liability per the contract being signed, subject to the terms of their respective policy.

- N. Oversight:** JFSA will maintain records of all expenses for the operation of the ICF. JFSA will name a specific person to be the primary contact person for the ICF operation. This person will share information with the GCBDD Superintendent and/or designee upon request.

- O. Termination:** This Agreement will automatically renew on an annual basis unless one of the following occurs:

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 this Agreement immediately with a written letter to the other Party.

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 ICF management group, a meeting between the JFSA Chief Executive Officer/designee and the Superintendent/designee will be held. Information will be shared and researched to try to find a workable solution. Step 1 will take up to 10 business days. If a solution is not reached, the issue will move to Step 2.

Step 2 – Within the next 10 business days, the Superintendent will arrange a special meeting with JFSA which will include the President of each Party's board of directors. If there is a successful solution, a written summary will be signed by each Party and attached to this Agreement. If a solution is not reached, the issue will move to Step 3.

Step 3 - If there is not a satisfactory solution to Step 2, 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 10 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 4 – If the mediator's solution is not acceptable to both Parties, either party may issue a letter stating that they wish to terminate this Agreement effective in at least 30 days from the date of the letter.

Termination by Choice: If either Party wishes to terminate this agreement for any reason and of their own volition, a 180-day notice will be provided to the other Party, after which the operations of the ICF will continue with funding support of the GCBDD, including maintenance of the buildings, grounds and vehicles, until the ICF wind down is completed as efficiently as possible.

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

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.

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 this 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 this 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, pandemics, 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.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement of the foregoing, GCBDD and JFSA representatives hereby affix their respective signatures hereto:

For the Geauga County Board of
Developmental Disabilities
By: Donald L. Rice, II, Superintendent

For Jewish Family Service Association
of Cleveland, Ohio
By: Susan Bichsel, President & CEO

Date

Date

Witness for GCBDD

Witness for JFSA

Date

Date

Approved to Form _____

_____, Assistant Prosecutor

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 15, 2023

Resolution: 23-96(A)

BE IT RESOLVED to approve the attached list of 2024 Contracts.

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

MOTION: *Miller*

SECOND: *Lair*

DISCUSSION:

ROLL CALL:

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

Richard Suttell 11/15/23

BOARD PRESIDENT, 11/15/23



METZENBAUM CENTER

The Geauga County Board
Of Developmental Disabilities

Line	Vendor	Description	Sum of Beginning Balance
2063-601	A BETTER CHOICE SLS INC	Adult Day/Supported Living/Transportation	\$ 122,000.00
	A.L.S. LLC	Supported Living/Transportation	\$ 135,000.00
	A1 HOME CARE SERVICE INC.	Adult Day/Transportation	\$ 38,000.00
	ACCESS SUPPORTIVE SERVICES	Supported Living	\$ 4,000.00
	ACTIVE DAY	Community Employment Services	\$ 1,000.00
	ADAMS, NANCY	Transportation	\$ 81,000.00
	ADAMS, RACHEL ANN	Transportation	\$ 6,000.00
	AIKEY, MICHAEL	Transportation	\$ 21,000.00
	BANKS, KERRY A	Supported Living	\$ 1,000.00
	BARBER, JESSICA	Supported Living/Transportation	\$ 14,000.00
	BLOOMMORE SERVICES, LLC	Transportation	\$ 9,000.00
	BR549 LLC	Adult Day/Supported Living/Transportation	\$ 9,000.00
	BRITTANY RESIDENTIAL INC	Adult Day/Supported Living	\$ 27,000.00
	BUCKEYE BLESSINGS, LLC	Transportation	\$ 21,000.00
	BURESCH, KATHLEEN	Transportation	\$ 22,000.00
	CAVASINI, BRIAN	Transportation	\$ 10,000.00
	CLEAR SKIES AHEAD LLC	Supported Living	\$ 7,000.00
	CONSUMER SUPPORT SERVICES INC	Supported Living	\$ 9,000.00
	CURRAN, LYNNE	Transportation	\$ 15,000.00
	DIETSCH, LISA	Therapy Services	\$ 6,000.00
	DRAVER, DANA	Transportation	\$ 7,000.00
	EDENBURGH, FLOYD	Transportation	\$ 30,000.00
	EMERALD ROSE	Supported Living	\$ 169,000.00
	EMPOWERING PEOPLE WORKSHOP INC	Adult Day/Transportation	\$ 112,000.00
	FAMILY FIRST COUNCIL	Multi-Funding Agreement	\$ 67,000.00
	FIELDSTONE FARM TRC	Therapeutic Riding	\$ 5,000.00
	FIND ART LLC	Art Therapy	\$ 5,000.00
	FINE ARTS ASSOCIATION	Art Therapy	\$ 4,000.00
	GEORGE, COURTNEY	Transportation	\$ 3,000.00
	GOLDBERG, LISA	Transportation	\$ 21,000.00
	HIRAM FARM LIVING & LEARNING COMMUNITY	Adult Day	\$ 41,000.00
	JAMES EMMETT & COMPANY	Community Employment Services	\$ 10,000.00
	JEWISH FAMILY SERVICE	Social Work Services	\$ 37,144.00
		Supported Living	\$ 1,000.00
	KANGAS, MARY JANE	Transportation	\$ 5,000.00
	KINSMAN CARE INC	Supported Living	\$ 2,000.00
	KOEHL, WILLIAM	Transportation	\$ 7,000.00
	LAKETRAN	Transportation	\$ 203,000.00
	MAM-DD NURSE CONSULTANT, LLC	Delegated Nursing Training	\$ 10,000.00
	MAPLE LEAF COMMUNITY RESIDENCES INC	Supported Living	\$ 250,000.00
	MARCHIORE, DEBORAH	Transportation	\$ 1,000.00
	MEADOWS, MICHELLE	Transportation	\$ 14,000.00
	METZENBAUM SHELTERED IND INC	Adult Day/Transportation/Comm Int	\$ 472,000.00
	MORWERK SOLUTIONS LLC	Supported Living	\$ 2,000.00
	MUSHRUSH, HEATHER	Transportation	\$ 9,000.00
	NPOWER SERVICES	Community Integration Assessments	\$ 14,000.00
	OHIO GUIDESTONE	Adult Day/Community Employment	\$ 68,000.00
	PALUMBO, DENISE	Supported Living	\$ 6,916.80
	PAVICK, SANDRA	Transportation/Supported Living	\$ 2,000.00
	PEEL, ANNA	Transportation	\$ 9,000.00
	ROSE, TIMOTHY	Transportation	\$ 15,000.00
	SCHOENWALD, DENISE	Transportation	\$ 1,000.00
	SCHOENWALD, GARY	Transportation	\$ 1,000.00

2063-601	SCHOENWALD, STEPHEN	Transportation	\$	1,000.00
	SCOTT, PATRICE	Transportation	\$	5,000.00
	SHIPMAN, JANICE	Supported Living	\$	5,000.00
	SHISILA, KAREN	Transportation	\$	10,000.00
	SMITH, ANGELIA	Transportation	\$	5,000.00
	SOLID ROCK ON WHICH WE STAND LLC	Adult Day/Transportation	\$	338,000.00
	STAGGS, LISA	Transportation	\$	2,000.00
	SUNSHINE TRAINING CENTER	Adult Day	\$	445,000.00
	TARASCO, FRANK	Transportation	\$	2,000.00
	TWO FOUNDATION INC	Job Coaching/Development/Transportation	\$	270,000.00
	VICTORY HOME CARE LLC	Transportation	\$	89,000.00
2027-601	ESC OF THE WESTERN RESERVE	VOIP, Internet Filtering, Email Archive, Remote Backup	\$	60,000.00
	H & M SNOW PROS INC	Snow Removal	\$	25,000.00
	HYLANT ADMINISTRATIVE SERV LLC	Fleet/Liability Insurance	\$	30,000.00
	WEST ROOFING SYSTEMS INC	Roof Maintenance Agreement	\$	1,050.00
2027-903	LAMAR TEXAS LIMITED PARTNERSHIP	Billboard Advertising	\$	7,650.00
Grand Total			\$	3,457,760.80

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 15, 2023

Resolution: 23-97(A)

BE IT RESOLVED to approve the following list of items for disposal:

- 4 Sitting Room Cloth Chairs
- 1 Office chair

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

MOTION: *Lair*

SECOND: *Miller*

DISCUSSION:

ROLL CALL:

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

Betsy Suttell

BOARD PRESIDENT, 11/15/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

November 15, 2023

Resolution: 23-98(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: Miller

SECOND: Suttell

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 11/15/23
BOARD PRESIDENT, 11/15/23