

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

Board Meeting Agenda

April 19, 2023

- I. Presentation: *Gary Johnson*
a. 6pm, ~~Julie Hooser~~ and Cheryl Frank from ABC

- II. Call to Order and Roll Call:
a. Roll Call 2023 Board
b. Approval of March 2023 Minutes
c. Personnel Actions

- III. Financial:
a. Financial Statement Review
b. Ethics Recommendation
c. Financial Transactions and Voucher Approvals

IV. Board Status Reports:

V. Program Reports:

- VI. New Business:
a. Approvals:
i. Then and Now
ii. Cash Transfer
iii. Geauga Joggers and Walkers Grant
iv. Grant
v. Approval Of LFSA Contracts
vi. Settlement
vii. Transfer House A & B Operations
viii. Disposal of Assets
ix. Agency Calendar
b. Issues:
i. Roles and Responsibilities
ii. MSI Van
iii. Tax Budget
iv. Budget Commission Meeting April 17
v. Playground Grand Opening May 2nd
vi. 2022 Annual Report

VII. General Announcements:

VIII. Other Business – comments from the floor:

IX. Adjournment

Next Board Meeting: May 17, 2023

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

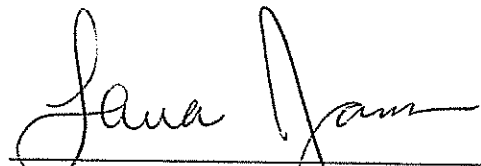
April 19, 2023, Bd. Meeting

Roll Call: 2023 Board

ROLL CALL:

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

Mrs. Wilder come
in late @ 6:10pm


BOARD PRESIDENT, 4/19/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-28(A)

BE IT RESOLVED to approve the attached minutes of the March 15, 2023, Board meeting.

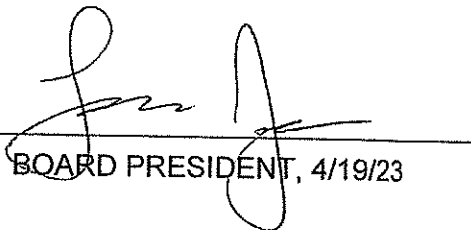
MOTION: Mrs. Keiper

SECOND: Mrs. Janson

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 4/19/23

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

BOARD MINUTES

March 15, 2023

Board Members Present

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

Administration

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

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.

b. Approval of Minutes:

Resolution 23-22(A) was presented to approve the minutes for the February 15, 2023, meeting. This resolution was approved.

c. Approval of Donations:

Resolution 23-03(D) was presented approving donations to the program. This resolution was accepted and approved.

d. Personnel Actions:

Resolution 23-01(PD) was presented approving personnel actions. This resolution was accepted and approved.

II. Financial

a. Financial Statement Review:

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

b. Ethics Recommendations:

Resolution 23-23(A) was presented to approve the ethics recommendation for the time period processed. The Board found that these payments do not present a conflict of interest and this resolution was accepted and approved.

c. Financial Transactions and Voucher Approvals:

Resolution 23-03(B) was presented detailing financial transactions and Resolution 23-04(B) was presented approving voucher schedules for the period indicated. These resolutions were approved.

III. Board Status Reports:

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

IV. Program Reports:

Mr. Rice reviewed reports from Geauga DD programs; also, NPower Services, and Metzenbaum Foundation.

V. New Business:

a. Approvals:

i. Then and Now:

Resolution 23-24(A) was presented approving a Then and Now certification. This resolution was approved.

ii. Grant Request:

Resolution 23-25(A) was presented approving grant requests made by Maple Leaf Community Residences to cover remaining costs at Kenyon Rd. house,

and Metzenbaum Sheltered Industries to help in the purchase of a transit vehicle. This resolution was approved.

iii. LFSAs:

Resolution 23-26(A) was presented approving Locally Funded Services Agreements. This resolution was approved.

iv. Disposal of Assets:

Resolution 23-27(A) was presented approving the list of disposal of assets. This resolution was approved.

b. Issues

i. Budget Commission Meeting April 17:

Mr. Rice reminded the Board of the meeting with the Budget Commission.

ii. House Bill 1:

Mr. Rice explained to the Board what House Bill 1 is and how it may affect Geauga DD.

iii. Food Trucks:

Mr. Rice presented to the Board the idea of adding food trucks to an event.

iv. PAR/Synergy Conference:

Mr. Rice discussed with the Board supporting the PAR/Synergy conference.

VI. General Announcements:

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

VII. Other Business – comments from the floor:

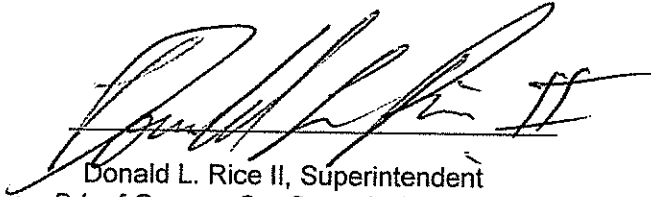
Mrs. Janson called for any other business from the Board or the public:

VIII. Adjournment

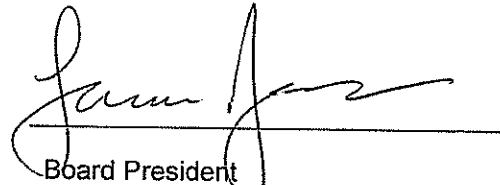
The Next Board meeting will be on April 19, 2023.

Submitted:

Approval:



Donald L. Rice II, Superintendent



Board President

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

Geauga County Board of DD Revenue and Expense Report

2/1/2023-2/28/2023

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
REVENUE						
401	Property and Other Taxes	12,035,803.00	.00	.00	12,035,803.00	0%
410	State Reimbursement-Real Estate	1,180,460.00	.00	.00	1,180,460.00	0%
412	Federal Grants	696,000.00	86,228.39	86,228.39	609,771.61	12%
413	State Revenues	600,000.00	23,175.28	84,958.84	515,041.16	14%
420	Fees	766,000.00	18,097.52	212,078.08	553,921.92	28%
450	Interest	.00	.00	1,849.15	(1,849.15)	--
451	Donations	20,000.00	127.63	20,983.63	(983.63)	--
452	Other Revenue	200,000.00	173.31	1,282.18	198,717.82	1%
457	Reimbursements	.00	.00	.00	.00	--
		<u>\$15,498,263.00</u>	<u>\$127,802.13</u>	<u>\$407,380.27</u>	<u>\$15,090,882.73</u>	<u>3%</u>
EXPENSE						
501	Salaries	3,502,000.00	246,959.80	496,909.15	3,005,090.85	14%
502	Medicare	51,000.00	3,493.83	7,031.01	43,968.99	14%
503	Hospitalization	750,000.00	60,233.08	121,060.58	628,939.42	16%
504	OPERS	490,280.00	33,447.28	67,123.93	423,156.07	14%
505	Workers Compensation	15,000.00	.00	.00	15,000.00	--
506	Unemployment	2,000.00	.00	384.04	1,615.96	19%
507	STRS	18,000.00	1,143.46	2,254.48	15,745.52	13%
601	Contract Services	874,077.69	44,956.11	85,164.71	788,912.98	10%
701	Materials and Supplies	406,288.79	2,874.18	48,550.16	357,738.63	12%
801	Equipment	231,642.03	1,819.63	30,662.05	200,979.98	13%
901	Other	304,579.69	1,090.00	30,229.99	274,349.70	10%
902	Travel	69,774.20	2,295.52	7,274.09	62,500.11	10%
903	Advertising	40,000.00	1,110.92	1,244.92	38,755.08	3%
601	Res Svc (2063) Contract Services	8,631,854.89	119,938.50	377,687.13	8,254,167.76	4%
601	Capital (4023) Contract Services	1,345,878.44	.00	2,011.70	1,343,866.74	0%
901	Donation (2058) Other Expenses	47,663.42	213.15	2,061.91	45,601.51	4%
		<u>\$16,780,039.15</u>	<u>\$519,575.46</u>	<u>\$1,279,649.85</u>	<u>\$15,500,389.30</u>	<u>8%</u>
INTERFUND TRANSFERS						
499	Transfers In-2063	8,400,000.00	.00	1,000,000.00	7,400,000.00	12%
499	Transfers In-2096	.00	.00	.00	.00	0%
999	Transfers Out	8,400,000.00	.00	1,000,000.00	7,400,000.00	12%

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

April 19, 2023

Resolution: 23-02(P)

BE IT RESOLVED to confirm the following personnel actions:

<u>Appointments</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>
No Changes			
<u>Separations</u>			
Rebecca Sedivy	SSA	CSS	3/8/2023
Cynthia Brown	SSA Intake	CSS	3/16/2023
<u>Changes</u>			
No Changes			

MOTION: *Mrs. Janson*

SECOND: *Mr. Miller*

DISCUSSION:

ROLL CALL:

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

[Signature]
BOARD PRESIDENT, 4/19/23

Geauga County Board of DD Revenue and Expense Report

3/1/2023-3/31/2023

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
REVENUE						
401	Property and Other Taxes	12,035,803.00	6,225,599.77	6,225,599.77	5,810,203.23	52%
410	State Reimbursement-Real Estate	1,180,460.00	.00	.00	1,180,460.00	0%
412	Federal Grants	696,000.00	158,665.30	244,893.69	451,106.31	35%
413	State Revenues	600,000.00	48,597.11	133,555.95	466,444.05	22%
420	Fees	766,000.00	91,576.40	303,654.48	462,345.52	40%
450	Interest	.00	.00	1,849.15	(1,849.15)	--
451	Donations	20,000.00	849.93	21,833.56	(1,833.56)	--
452	Other Revenue	200,000.00	22.37	1,304.55	198,695.45	1%
457	Reimbursements	.00	.00	.00	.00	--
		\$15,498,263.00	\$6,525,310.88	\$6,932,691.15	\$8,565,571.85	45%
EXPENSE						
501	Salaries	3,502,000.00	251,196.04	748,105.19	2,753,894.81	21%
502	Medicare	51,000.00	3,557.19	10,588.20	40,411.80	21%
503	Hospitalization	750,000.00	60,360.08	181,420.66	568,579.34	24%
504	OPERS	490,280.00	33,430.89	100,554.82	389,725.18	21%
505	Workers Compensation	15,000.00	.00	.00	15,000.00	--
506	Unemployment	2,000.00	1,010.86	1,394.90	605.10	70%
507	STRS	18,000.00	1,170.50	3,424.98	14,575.02	19%
601	Contract Services	874,077.69	36,609.86	121,774.57	752,303.12	14%
701	Materials and Supplies	406,288.79	62,084.74	110,634.90	295,653.89	27%
801	Equipment	231,642.03	9,315.55	39,977.60	191,664.43	17%
901	Other	304,579.69	116,322.01	146,552.00	158,027.69	48%
902	Travel	69,774.20	4,376.04	11,650.13	58,124.07	17%
903	Advertising	40,000.00	4,587.25	5,832.17	34,167.83	15%
601	Res Svc (2063) Contract Services	8,631,854.89	193,071.57	570,758.70	8,061,096.19	7%
601	Capital (4023) Contract Services	1,345,878.44	.00	2,011.70	1,343,866.74	0%
901	Donation (2058) Other Expenses	47,663.42	180.85	2,242.76	45,420.66	5%
		\$16,780,039.15	\$777,273.43	\$2,056,923.28	\$14,723,115.87	12%
INTERFUND TRANSFERS						
499	Transfers In-2063	8,400,000.00	.00	1,000,000.00	7,400,000.00	12%
499	Transfers In-2096	.00	.00	.00	.00	0%
999	Transfers Out	8,400,000.00	.00	1,000,000.00	7,400,000.00	12%

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-29(A)

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

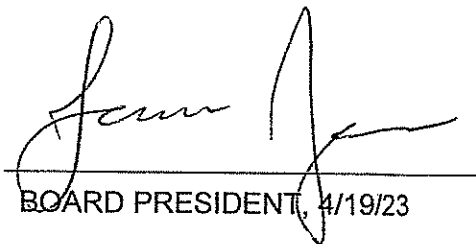
MOTION: *Mr. Lair*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 4/19/23

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 23 - 5 (B) Financial Transactions March, 2023

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated April 19th, 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: 3/10, 3/24
501 - Salaries	\$ 251,196.04	
502 - Medicare	\$ 3,557.19	
504 - PERS	\$ 33,430.89	
505 - Workers Comp	\$ -	
506 - Unemployment	\$ 1,010.86	
507 - STRS	\$ 1,170.50	
	<u>\$ 290,365.48</u>	

Purchase Orders:

Vendor	Fund	Amount	Description	PO Number
ACTIVE DAY OH, INC	2063	\$ 330.60	Then and Now	
MICRO ADVANTAGE INC	2063	\$ 2,275.00	Main Closet/Server Room Maintenance	
SETLOCK, TAM!	2027	\$ 750.00	Travel/Expenses	

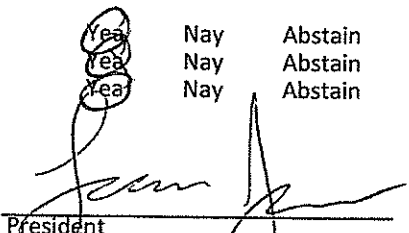
\$ 3,355.60

Motion: *Mrs. Janson*
 Second: *Mrs. Keiper*
 Discussion?

Roll Call Vote:

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

Mr. Miller:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Mr. Suttell:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Mr. Lair:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain



 President

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 23 - 6 (B) Voucher Approval - March, 2023

BE IT RESOLVED to confirm the payment of Voucher Schedule **23 6 - O** with expenditures totaling **293,655.53**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 03/01/23	PERIOD 3/1/2023-3/31/2023	YTD		
503 Hospitalization	750,000.00	121,060.58	60,360.08	181,420.66	568,579.34	24%
601 Contract Services	874,077.69	85,164.71	36,609.86	121,774.57	752,303.12	14%
701 Materials and Supplies	406,288.79	48,550.16	62,084.74	110,634.90	295,653.89	27%
801 Equipment	231,642.03	30,662.05	9,315.55	39,977.60	191,664.43	17%
901 Other	304,579.69	30,229.99	116,322.01	146,552.00	158,027.69	48%
902 Travel	69,774.20	7,274.09	4,376.04	11,650.13	58,124.07	17%
903 Advertising	40,000.00	1,244.92	4,587.25	5,832.17	34,167.83	15%
999 Transfers Out	8,400,000.00	1,000,000.00	-	1,000,000.00	7,400,000.00	12%
TOTAL	11,076,362.40	1,324,186.50	293,655.53	1,617,842.03	9,458,520.37	15%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 6 - D** with expenditures totaling **180.85**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 03/01/23	PERIOD 3/1/2023-3/31/2023	YTD		
901 Other Expenses	47,663.42	2,061.91	180.85	2,242.76	45,420.66	5%
TOTAL	47,663.42	2,061.91	180.85	2,242.76	45,420.66	5%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 6 - R** with expenditures totaling **193,071.57**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 03/01/23	PERIOD 3/1/2023-3/31/2023	YTD		
601 Service Contracts	8,631,854.89	377,687.13	193,071.57	570,758.70	8,061,096.19	7%
TOTAL	8,631,854.89	377,687.13	193,071.57	570,758.70	8,061,096.19	7%

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 6 - C** with expenditures totaling

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 03/01/23	PERIOD 3/1/2023-3/31/2023	YTD		
601 Service Contracts	1,345,878.44	2,001.70	-	2,001.70	1,343,876.74	0%
TOTAL	1,345,878.44	2,001.70	-	2,001.70	1,343,876.74	0%

Motion:
Second:
Discussion?

Mr. Lair
Mrs. Janson

Roll Call Vote:

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

[Signature]
President

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-30(A)

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

- Kinsman Care, Inc. –Total amount: \$342.00 for a Rent Subsidy from 8.2022-10.2022

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

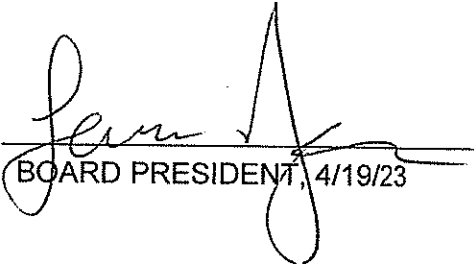
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 4/19/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-31(A)

BE IT RESOLVED to approve a Cash Transfer of \$4,000,000 from the General Fund - Transfer Out account (2027-056-00-999) to the Residential Services Fund - Transfer In account (2063-056-00-499). This amount will be used for locally funded services.

BE IT FURTHER RESOLVED to approve a Supplemental Appropriation of \$5,000 to the General Fund- Unemployment account (2027-056-00-506)

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

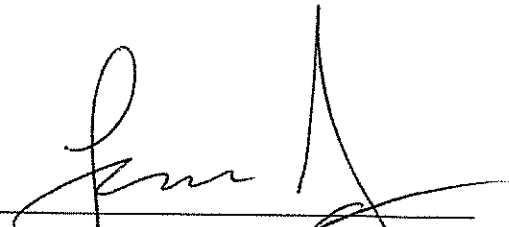
MOTION: *Mr. Lair*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 4/19/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-32(A)

BE IT RESOLVED to approve the attached grant request from NPower Services in the amount of \$5,000.00 in support of the program Geauga Joggers and Walkers.

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

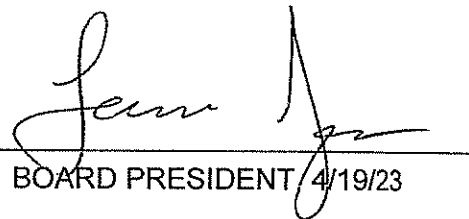
MOTION: Mrs. Keiper

SECOND: Mrs. Janson

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT 4/19/23

Grant Agreement

This grant agreement is initiated on the 19th, April, between the **Geauga County Board of Developmental Disabilities (GCBDD)** of 8200 Cedar Rd., Chesterland, OH 44026 and **NPower Services Co.** (grantee) 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.

The GCBDD has approved a project-specific grant award not to exceed \$5,000. The grant period will run from April 1, 2023 through December 31, 2023, and the award will be made in a single payment upon the execution of this agreement.

This award will be used by grantee to fund a program known as Geauga Joggers & Walkers, which aims to encourage adults with developmental disabilities to engage in physical activity in integrated settings, the majority of which are parks and local neighborhoods for walking and jogging. Further details in Attachment A.

The grantee will provide updates to GCBDD as the grant period progresses, in the form of written reports, due the 2nd Monday of July, and October of 2023, as well as January of 2024. Grantee further agrees to meet with GCBDD representatives upon request.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record of receipts and expenditures to GCBDD each quarter. Funds not expended shall be returned to GCBDD upon completion of the grant agreement.

GCBDD will permit grantee to use Metzenbaum Center facilities, provided a Facility Use Application is completed and grantee adheres to all terms. Facility use is subject to availability.

In the event the grantee is unable to implement the project as described in Attachment A due to extenuating circumstances, unanticipated conditions, or any other reason, GCBDD reserves the right to invoice grantee for a prorated repayment of the award amount, subject to negotiation with GCBDD staff. Grantee further acknowledges that improper use of funds will result in automatic denial of future grant requests.

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Lori Weber
NPower Services Co.

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

Attachment A



NPower Services Grant Request

2023 Proposal for Geauga Joggers & Walkers



Gaugua Joggers & Walkers (GJ&W) provides integrated walks and runs through local parks and neighborhoods for people with developmental disabilities and neurotypical folks. These scheduled outings are held in all weather conditions with the exception of thunderstorms, and run from April through October. Terrain difficulty is varied, with some outings providing challenging topography - and others providing easy trails suitable for people in wheelchairs or with limited mobility.

Frequency: We will meet between 1 - 4 times a month, with some months involving a race like a 5K or other structured run or walk.

NPower has been in contact with the Geauga Park District, to schedule a naturalist to accompany us on some of our walks and to describe the flowers, trees, birds, insects and other unique features of Geauga County's natural outdoor environment. To this end, we have already secured:

- June 29 at the Rookery with a naturalist
- August 17 at Walter C Best with a naturalist
- October 12 at Beartown with a naturalist

Additionally, we are looking to add a ziplining session at Claridon Woodlands as well as a kayak outing at Headwaters. These two sessions require special guidance, and must be approved by the park. Discussions are in the works.

The 2023 schedule is complete and all events will be published on the NPower Services' events calendar. They will also be shared via email and social media.

Attendance: NPower will share the number of people who attend each outing in our monthly board report. For comparison purposes, our least attended outings in 2022 occurred on extremely hot or chilly days, with only 4 people showing up (Big Creek Park and Observatory Park). Our most popular outings were the two Chagrin Falls walks (over 30 people came to our Halloween walk) and the Walter C Best walk in Chardon (21 people attended). We typically see 15-18 people per walk.

GRANT REQUEST

NPower is requesting funding for providing the following:

- 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
- Purchasing bottled water and snacks

TOTAL: \$5,000



GEAUGA JOGGERS & WALKERS

2023 Schedule

Walkers and runners of all abilities meet at GJ&W outings where we explore the scenic parks and neighborhoods. We've got a few 5Ks and 1M events on tap this year as well as outings that end with a stop for snacks. Plus, we've got a local concert to look forward to in June after a walk at Penitentiary Glen - a new location for us this year!

Date & Time	Location	Notes
Thurs., April 13 6 p.m.	West Woods 9465 KINSMAN ROAD (RT. 87) RUSSELL/NEWBURY TOWNSHIPS	Meet at Nature Center parking lot. We'll gather there after our walk for social time.

Tues., April 25 6 p.m.	Frohning Meadows 16780 SAVAGE ROAD BAINBRIDGE TOWNSHIP	Meet at large shelter (big parking lot). We can gather there after our walk as well.
Tues., May 9 6 p.m.	Burton Fairgrounds 14373 N CHESHIRE STREET BURTON	Meet near the main office buildings across from the wishing well. We'll walk to Coffee Corners afterwards for social time. Bring snack money.
Sat. May 20 Time TBD	Metzenbaum Foundation 1M fun walk 8200 CEDAR ROAD CHESTERLAND	Metz 1M fun walk Let's meet for a fun power walk or stroll through Chesterland in support of Metzenbaum!
Mon., May 22 6 p.m.	Beartown Reservation 18870 QUINN ROAD AUBURN & BAINBRIDGE TOWNSHIPS	Meet in parking lot near pavilion.
Fri., June 9 6 p.m.	Penitentiary Glen Reservation 8669 KIRTLAND-CHARDON ROAD KIRTLAND	Meet in parking lot by nature center. We will walk the trails for the first hour, then catch a 7 p.m. performance by local band "Murch n Spice" in the small outdoor amphitheater.
Sun., June 11 Registration 7 AM Costume Contest 8:30 AM Race Start 9 AM	West Woods 9465 KINSMAN ROAD (RT. 87) RUSSELL/NEWBURY TOWNSHIPS	Caveman Crawl 5K Let's show the world that the Geauga Joggers are a force to be reckoned with!
Thurs., June 22 6 p.m.	Chagrin Falls neighborhood. Meet at the gazebo on Triangle Park. We will walk or jog to "Shrek's Swamp" (AKA <u>Whitesburg Park</u>).	Bring money for a post-walk stop at The Popcorn Shop for ice cream! We can enjoy the falls during our snack and socialization.
Thurs., June 29 6 p.m.	The Rookery 10110 CEDAR ROAD Chardon, OH	With a naturalist!
Mon., July 17 6 p.m.	Big Creek Park 9160 ROBINSON ROAD CHARDON TOWNSHIP	Meet by Donald W Meyer Center.
Mon., July 31 6 p.m.	Orchard Hills 11340 CAVES ROAD CHESTER TOWNSHIP	Meet near large pavilion at the end of the driveway.
Thurs., Aug. 10 6 p.m.	Holbrook Hollows 7250 COUNTRY LANE BAINBRIDGE TOWNSHIP	Meet by lodge (paved parking lot).

<p>Thur., Aug. 17 6 p.m.</p>	<p>Walter C. Best Wildlife Preserve 11620 RAVENNA ROAD MUNSON TOWNSHIP</p>	<p>With a naturalist! There are two parking areas. Use the north one visible from Ravenna Rd. It has a small pavilion near the trailhead.</p>
<p>Thurs., Aug. 24 6 p.m.</p>	<p>West Woods 9465 KINSMAN ROAD (RT. 87) RUSSELL/NEWBURY TOWNSHIPS</p>	<p>Meet at Nature Center parking lot. We'll gather there after our walk.</p>
<p>Mon Sept. 18, 6 p.m.</p>	<p>Claridon Woodlands 11383 CLARIDON TROY ROAD CLARIDON TOWNSHIP</p>	<p>Meet under large pavilion near parking lot.</p>
<p>Thurs., Oct. 12 6 p.m.</p>	<p>Beartown Lakes 18870 QUINN ROAD BAINBRIDGE TOWNSHIP</p>	<p>With a naturalist!</p>
<p>Tues., Oct. 24 6 p.m.</p>	<p>Chagrin Falls neighborhoods. Meet at the Gazebo at 6 p.m. We'll walk or jog the sidewalks of Chagrin Falls - and check out the Halloween decorations.</p>	<p>Bring money for a stop at the Popcorn Shop for ice cream and post-exercise socialization.</p>
<p>November</p>	<p>Postseason dinner celebration!</p>	<p>Location and time TBD.</p>

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-33(A)

BE IT RESOLVED to approve the attached grant agreement in an amount not to exceed \$20,000 for Access Supportive Services to defray operational costs associated with service provision in residential settings.

BE IT FURTHER RESOLVED to approve the attached grant agreement in an amount not to exceed \$210,000 for The Metzenbaum Foundation, which establishes funding for a Provider Loan Program. The purpose of this program is to offer emergency financial assistance to eligible provider agencies in Geauga County in the form of zero interest loans for operating expenses.

BE IT FURTHER RESOLVED that the Superintendent is directed to craft procedures to effectuate the Provider Loan Program.

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

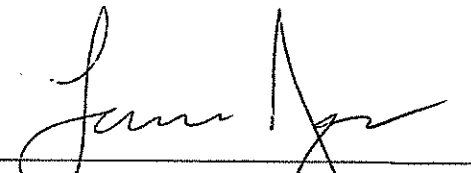
MOTION: *Mrs. Janson*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 4/19/23

Grant Agreement

This grant agreement is initiated on the 18th day of April, 2023, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and Access Supportive Services, Inc. (grantee) of 8251 Mayfield Road, Suite 15, Chesterland, OH 44026, a Corporation for Profit duly organized under the laws of the State of Ohio pursuant to Chapter 1701 of the Ohio Revised Code.

WHEREAS, Access Supportive Services, Inc. has provided residential services for more than 25 GCBDD clients over the past year;

WHEREAS, Access Supportive Services scaled quickly and reallocated scarce resources to meet the needs of these GCBDD clients;

WHEREAS, in so doing Access Supportive Services has relied heavily on overtime as a means of delivering services due to the shortage of Direct Support Professionals which has been exacerbated during the COVID-19 public health emergency,

WHEREAS, Access Supportive Services has indicated their intention is to continue provision of said residential services, acknowledging that overtime costs which are not accounted for in the Medicaid HCBS rate structure;

As a result, the GCBDD has approved a grant award not to exceed \$20,000. The grant period will run from April 18, 2023 through December 31, 2023, and the award will be made in a single payment upon the execution of this agreement. Funds from this award will be used by grantee to defray operational costs associated with service provision in residential settings.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record to GCBDD within 30 days of all funds being expended. Any unused funds will be returned to GCBDD. Grantee further acknowledges that improper use of funds will result in automatic denial of future grant requests.

SIGNATURES:

Donald L. Rice, II 04 / 18 / 2023
Donald L. Rice, II, Superintendent, GCBDD Date

Temeka Sanders 04 / 18 / 2023
Temeka Sanders, Access Supportive Services, Inc. Date

Approved to Form
Sheila Salem 04 / 18 / 2023
Sheila Salem, Assistant Prosecuting Attorney Date

Grant Agreement

This grant agreement is initiated on this 19th of April 2023, between the **Geauga County Board of Developmental Disabilities** (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and **The Metzenbaum Foundation** (grantee) of 8200 Cedar Rd., Chesterland, OH 44026, a not-for-profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a project-specific grant not to exceed \$210,000. The award will be made in a single payment upon the execution of this agreement.

The purpose of this award is to fund the creation of a Provider Loan Program, which will be administered by grantee. This program's purpose is to offer emergency financial assistance to eligible provider agencies in Geauga County in the form of zero interest loans for operating expenses. Repayment terms will be determined on a case-by-case basis by GCBDD following a review of the provider agency's financials and particular circumstances.

The Provider Loan Program seeks to prevent negative outcomes for the clients we support by offering emergency financial assistance for eligible provider agencies. GCBDD recognizes the workforce crisis caused by a lack of direct support professionals and the subsequent negative impact on the clients we support. GCBDD also recognizes the financial implications of the workforce crisis, which frequently results in greater use of overtime for provider agencies. Overtime is not accounted for in the Medicaid HCBS rate structure, which can result in financial hardship for the provider agency.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record to GCBDD each quarter. The grantee agrees to have meetings with GCBDD representatives upon request.

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Dr. Dennis Schmidt, President
The Metzenbaum Foundation

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-34(A)

BE IT RESOLVED to approve the following Locally Funded Services Agreement contract:

- Ohio Guidestone Community Employment and Transportation \$50,000

BE IT FURTHER RESOLVED to approve the following Locally Funded Services Agreement contract addendums:

- Bloommore Services, LLC Transportation \$9,000
- Consumer Support Services Transportation \$6,000

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

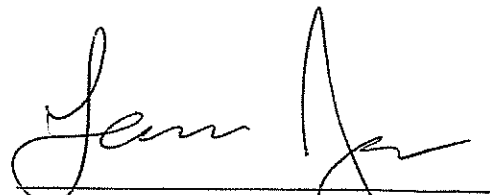
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 4/19/23

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective June 1, 2023 through December 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 one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 50,000.00 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.

b. Transportation Bonus:

Tier 1

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

Tier 2

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

Tier 3

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

Tier 4

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

3.) INDEPENDENT CONTRACTOR

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

4.) CONFIDENTIALITY/HIPAA COMPLIANCE

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

5.) RESPONSIBILITIES OF THE BOARD

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

6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.

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

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

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

7.) DOCUMENTATION AND RECORD RETENTION

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

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

- Monitor and evaluate 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

Ohio Guidestone
343 West Bagley Road
Berea, Oh 44017
ATTN: Brant Russel, CEO

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Provider's Representative

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

**BUSINESS ASSOCIATE AGREEMENT
(Attachment A)**

This Agreement is entered into this 1st day of June, 2023, by and between Ohio Guidestone (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:

Ohio Guidestone
343 West Bagley Road
Berea, Oh 44017
Brant Russel, CEO

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

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

Date

Contractor:

Signature

Date

Print name

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

ADDENDUM # 1 to
LOCALLY FUNDED SERVICES AGREEMENT WITH
Bloommore Services, LLC

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

The previous Locally Funded Services Agreement for \$ 2,000.00 will be increased by \$ 7,000.00.
In total, this contract is not to exceed \$ 9,000.00

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 9,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

PROVIDER:

Provider Representative
Provider name

Date

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

Donald L. Rice, II, Superintendent

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

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

**ADDENDUM # 1 to
LOCALLY FUNDED SERVICES AGREEMENT WITH
Consumer Support Services**

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

The previous Locally Funded Services Agreement for \$ 500.00 will be increased by \$ 5,500.00.
In total, this contract is not to exceed \$ 6,000.00

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

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

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

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 6,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

PROVIDER:

Provider Representative
Provider name

Date

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

Donald L. Rice, II, Superintendent

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-35(A)

BE IT RESOLVED to approve to settle with Brian M. Ames in the single amount of \$500.00.

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

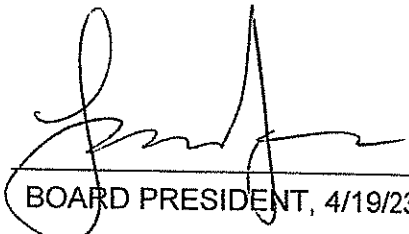
MOTION: Mrs. Janson

SECOND: Mr. Lair

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 4/19/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-36(A)

BE IT RESOLVED to request the County Commissioners transfer control of residential Houses A & B to the Mental Health and Recovery Services Board by June 1st, or as negotiated with the Geauga DD Superintendent.

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


MOTION: *Mrs. Keiper*

SECOND: *Mr. Miller*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 4/19/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-37(A)

BE IT RESOLVED to approve the following disposal of asset items due to them being outdated, unusable, or damaged:

- Gray Board Room Chair
- 1 Blue chair
- 2 purple chairs
- 1 wooden couch
- 2 wooden tables
- 1 beige vinyl chair
- 1 brown roller chair
- 1 green chair
- 1 set of curtains

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


MOTION: *Mr. Lair*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 4/19/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

April 19, 2023

Resolution: 23-38(A)

BE IT RESOLVED to approve the following 2023 – 2024 Calendar of Operations.

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


MOTION: Mrs. Keiper

SECOND: Mr. 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				



BOARD PRESIDENT, 4/19/23



METZENBAUM CENTER

The Geauga County Board Of Developmental Disabilities

Helping People Live, Learn, and Earn in our Community

2023 - 2024 Agency Calendar Dates Off:

- | | | | |
|--|--------------------------------|---------------------------|---------------------------|
| 9/4/2023 Labor Day | 11/23/2023 Thanksgiving | 1/1/2024 New Year's Day | 3/29/2024 Good Friday |
| 9/29/2023 In-Service Day | 11/24/2023 Thanksgiving Friday | 1/2/2024 New Year's Break | 5/27/2024 Memorial Day |
| • Must attend in person,
not a day off. | 12/25/2023 Christmas Day | 1/15/2024 MLK Day | 7/4/2024 Independence Day |
| | 12/26/2023 Break Day | 2/19/2024 President's Day | 7/5/2024 Break Day |

August

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

September

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

November

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

December

S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

January

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

February

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	1	2

March

S	M	T	W	T	F	S
25	26	27	28	29	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

April

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

May

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

June

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

July

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3