

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

Board Meeting Agenda

January 17, 2024

I. Call to Order and Roll Call:

- a. Roll Call 2023 Board
- b. Approval of December 2023 Minutes
- c. Adjourn 2023 Board
- d. Roll Call 2024 Board
- e. Elect 2024 State of Officers
- f. Appoint 2024 Financial Committee
- g. Donations to Program
- h. Personnel Actions

II. Financial:

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

III. Board Status Reports:

IV. Program Reports:

V. New Business:

- a. Approvals:
 - i. Appointment of NEON Representative
 - ii. Appointment of Family First Council Representative
 - iii. Then and Now Certification
 - iv. Supplemental Appropriation
 - v. Grant
 - vi. MSI Approval
 - vii. Locally Funded Services Agreement
 - viii. Ohio Sibs Donation
 - ix. Disposal of Assets
- b. Issues:
 - i. House A and B

VI. General Announcements:

VII. Other Business – comments from the floor:

VIII. Adjournment

Next Board Meeting: February 21, 2024

ii. ADP
iii. Two Foundation
iv. Training

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

January 17, 2024, Bd. Meeting

Roll Call: 2023 Board

ROLL CALL:

Mrs. Janson

Here

Absent

Mr. Jackson

Here

Absent

Mr. Suttell

Here

Absent

Mr. Miller

Here

Absent

Mrs. Keiper

Here

Absent

Mrs. Wilder

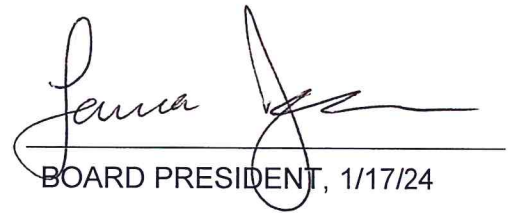
Here

Absent

Mr. Lair

Here

Absent


BOARD PRESIDENT, 1/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 23-104(A)

BE IT RESOLVED to approve the attached minutes of the December 13, 2023, Board meeting.

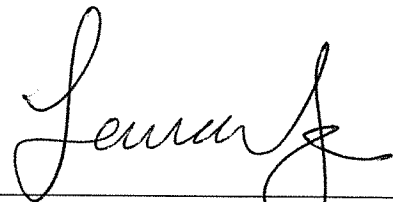
MOTION: Mrs. Janson

SECOND: Mr. Suttell

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 | Yes | No | <u>Abstain</u> |
| Mrs. Keiper | Yes | No | <u>Abstain</u> | Mrs. Wilder | Yes | No | Abstain |
| Mr. Lair | Yes | No | <u>Abstain</u> | | | | |



BOARD PRESIDENT, 1/17/24

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

BOARD MINUTES

December 13, 2023

Board Members Present

Laura Janson
Richard Suttell
Mark Jackson
Stacey Wilder

Administration

Donald Rice
Dave Carlson
Janice Chesnes
Rean Davis
Richelle Mills
Tami Setlock
Megan Thirion

Board Members Absent

Martin Miller
Dave Lair
Uschy Keiper

I. Call to Order:

a. Roll Call 2023 Board:

A call of the roll indicated that all Board Members were present, except Mr. Miller, Mr. Lair, and Mrs. Keiper. There being a quorum present, Mrs. Janson, President of the Board, called the meeting to order.

b. Approval of Minutes:

Resolution 23-99(A) was presented to approve the minutes for the November 15, 2023, meeting. This resolution was approved.

c. Donations to Program:

There were no donations to be approved.

d. Personnel Actions:

There were no personnel actions to be 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 November of 2023. See attached.

b. Ethics Recommendations:

Resolution 23-100(A) was presented to approve the ethics recommendation for the time period processed in November 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 23-21(B) was presented detailing financial transactions and Resolution 23-22(B) was presented approving voucher schedules for the period indicated. These resolutions were approved.

III. Board Status Reports:

Mr. Rice reviewed status reports.

IV. Program Reports:

Mr. Rice reviewed program reports.

V. New Business:

a. Approvals:

i. Approval of 2024 Annual Plan:

Resolution 23-101(A) was presented approving the 2024 Annual Plan. This resolution was approved.

- ii. Disposal of Assets:
Resolution 23-102(A) was presented approving the disposal of assets.
This resolution was approved.
 - iii. Authorization Signatures:
Resolution 23-103(A) was presented approving signatures for
accounting authorization. This resolution was approved.
- b. Issues:
- i. No issues were discussed

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:

Mrs. Janson, board president adjourned the meeting.

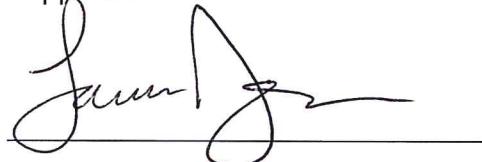
The Next Board meeting will be on January 17, 2024.

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

11/1/2023-11/30/2023

| Account # | Account Description | Budget | MTD Actual | YTD Actual | Remaining Budget | % of Budget |
|----------------|------------------------------------|-----------------|---------------|-----------------|---------------------|----------------|
| REVENUE | | | | | | |
| 401 | Property and Other Taxes | 12,035,803.00 | .00 | 12,311,621.37 | (275,818.37) | 102% |
| 410 | State Reimbursement-Real Estate | 1,180,460.00 | .00 | 1,199,662.44 | (19,202.44) | 102% |
| 412 | Federal Grants | 696,000.00 | .00 | 639,671.76 | 56,328.24 | 92% |
| 413 | State Revenues | 600,000.00 | .00 | 503,205.89 | 96,794.11 | 84% |
| 420 | Fees | 766,000.00 | .00 | 745,364.36 | 20,635.64 | 97% |
| 450 | Interest | .00 | .00 | 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 | .00 | 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 | \$0.00 | \$17,116,876.18 | (\$1,618,613.18) | 110% |

EXPENSE

| | | | | | | |
|-----|----------------------------------|-----------------|----------------|-----------------|----------------|-----|
| 501 | Salaries | 3,502,000.00 | 274,066.45 | 2,980,355.48 | 521,644.52 | 85% |
| 502 | Medicare | 51,000.00 | 3,887.71 | 42,252.69 | 8,747.31 | 83% |
| 503 | Hospitalization | 750,000.00 | 61,389.48 | 668,241.04 | 81,758.96 | 89% |
| 504 | OPERS | 490,280.00 | 36,959.40 | 413,768.02 | 76,511.98 | 84% |
| 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 | 1,126.38 | 12,805.24 | 5,194.76 | 71% |
| 601 | Contract Services | 1,047,964.83 | 56,497.01 | 557,294.56 | 490,670.27 | 53% |
| 701 | Materials and Supplies | 396,553.65 | 44,460.49 | 298,636.82 | 97,916.83 | 75% |
| 801 | Equipment | 226,820.30 | 24,881.09 | 91,787.62 | 135,032.68 | 40% |
| 901 | Other | 304,282.21 | 13,832.50 | 271,961.11 | 32,321.10 | 89% |
| 902 | Travel | 73,896.74 | 4,108.98 | 49,749.82 | 24,146.92 | 67% |
| 903 | Advertising | 40,000.00 | .00 | 21,941.42 | 18,058.58 | 55% |
| 601 | Res Svc (2063) Contract Services | 12,572,093.21 | 728,774.01 | 9,256,858.47 | 3,315,234.74 | 74% |
| 601 | Capital (4023) Contract Services | 1,328,147.64 | 2,055.00 | 837,367.56 | 490,780.08 | 63% |
| 901 | Donation (2058) Other Expenses | 181,913.74 | 150,460.55 | 175,546.60 | 6,367.14 | 96% |
| | | \$21,004,952.32 | \$1,402,499.05 | \$15,680,417.91 | \$5,324,534.41 | 75% |

INTERFUND TRANSFERS

| | | | | | | |
|-----|--------------------|---------------|--------------|---------------|-----|------|
| 499 | Transfers In-2063 | 12,400,000.00 | 2,000,000.00 | 12,400,000.00 | .00 | 100% |
| 499 | Transfers In-2096 | .00 | .00 | .00 | .00 | 0% |
| 999 | Transfers Out-2027 | 10,400,000.00 | .00 | 10,400,000.00 | .00 | 100% |
| 999 | Transfers Out-2096 | 2,000,000.00 | 2,000,000.00 | 2,000,000.00 | .00 | 100% |

Q

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Date:

Resolution: 247¹⁰⁵ (A)

BE IT RESOLVED to approve ... Board meeting adjourn the 2023

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

MOTION: Mr. Lair

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

| | | | | | | | |
|-------------|-----|----|---------|------------------------|-----|----|---------|
| Mr. Jackson | Yes | No | Abstain | Mr. Miller | Yes | No | Abstain |
| Mrs. Janson | Yes | No | Abstain | Dr. Schmidt | Yes | No | Abstain |
| Mr. Lair | Yes | No | Abstain | Mr. Suttell | Yes | No | Abstain |
| Mrs. Keiper | Yes | No | Abstain | Mrs. Wilder | | | |

[Signature]
BOARD PRESIDENT, Date:

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

January 17, 2024, Bd. Meeting

Roll Call: 2024 Board

ROLL CALL:

Mrs. Janson

Here

Absent

Mr. Jackson

Here

Absent

Mr. Suttell

Here

Absent

Mr. Miller

Here

Absent

Mrs. Keiper

Here

Absent

Mrs. Wilder


Here

Absent

Mr. Lair

Here

Absent


BOARD PRESIDENT 1/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-01(A)

BE IT RESOLVED to elect the following slate of officers for the 2024 Geauga County Board of Developmental Disabilities:

President: *Mrs. Janson*

Vice President: *Mr. Suttell*

Secretary: *Mrs. Keiper*

MOTION: *Mrs. Janson*

SECOND: *Mr. Miller*

DISCUSSION:

ROLL CALL:

Mrs. Janson

Yes

No

Abstain

Mr. Jackson

Yes

No

Abstain

Mr. Suttell

Yes

No

Abstain

Mr. Miller

Yes

No

Abstain

Mrs. Keiper

Yes

No

Abstain

Mrs. Wilder

Yes

No

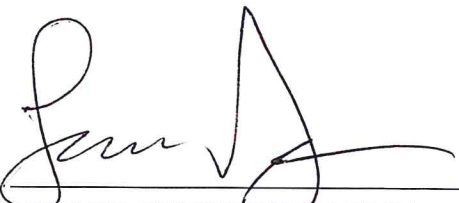
Abstain

Mr. Lair

Yes

No

Abstain


BOARD PRESIDENT, 1/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-02(A)

BE IT RESOLVED to appoint the 2024 Geauga County Board of Developmental Disabilities Finance Committee:

1. Mrs. Janson
2. Mr. Lair
3. Mr. Jackson

MOTION: Mrs. Janson

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

Mrs. Janson

Yes

No

Abstain

Mr. Jackson

Yes

No

Abstain

Mr. Suttell

Yes

No

Abstain

Mr. Miller

Yes

No

Abstain

Mrs. Keiper

Yes

No

Abstain

Mrs. Wilder

Yes

No

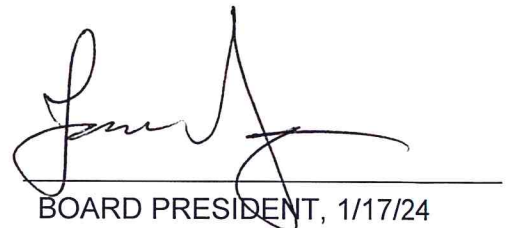
Abstain

Mr. Lair

Yes

No

Abstain



BOARD PRESIDENT, 1/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-01(D)

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

| Donor | Gift | Use |
|----------------|----------|--|
| Keith Willkomm | \$300.00 | In memory of Lisa Hamila for General use |

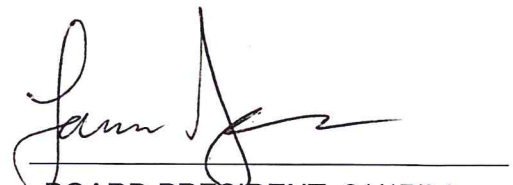
MOTION: *Mr. Miller*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 01/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-01(P)

BE IT RESOLVED to confirm the following personnel actions:

| <u>Appointments</u> | <u>Position</u> | <u>Department</u> | <u>Date</u> |
|---------------------|---------------------|-------------------|-------------|
| Susan Vecchio | SSA | CSS | 12/18/23 |
| <u>Separations</u> | | | |
| Ken Kirchner | Provider Compliance | CSS | 12/31/23 |
| <u>Changes</u> | | | |
| No Changes | | | |

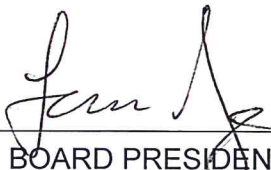
MOTION: Mrs. Janson

SECOND: Mrs. Keiper

DISCUSSION:

ROLL CALL:

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


BOARD PRESIDENT, 1/17/24

Geauga County Board of DD Revenue and Expense Report

12/1/2023-12/31/2023

| Account # | Account Description | Budget | MTD Actual | YTD Actual | Remaining Budget | % of Budget |
|----------------|------------------------------------|-----------------|---------------|-----------------|---------------------|----------------|
| REVENUE | | | | | | |
| 401 | Property and Other Taxes | 12,035,803.00 | .00 | 12,311,621.37 | (275,818.37) | 102% |
| 410 | State Reimbursement-Real Estate | 1,180,460.00 | 6,764.16 | 1,206,426.60 | (25,966.60) | 102% |
| 412 | Federal Grants | 696,000.00 | 232,659.38 | 872,331.14 | (176,331.14) | 125% |
| 413 | State Revenues | 600,000.00 | 111,666.04 | 614,871.93 | (14,871.93) | 102% |
| 420 | Fees | 766,000.00 | 128,895.63 | 874,259.99 | (108,259.99) | 114% |
| 450 | Interest | .00 | .00 | 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 | 324,965.99 | 1,650,424.65 | (1,450,424.65) | 825% |
| 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 | \$804,951.20 | \$17,921,827.38 | (\$2,423,564.38) | 116% |

EXPENSE

| | | | | | | |
|-----|----------------------------------|-----------------|----------------|-----------------|----------------|-----|
| 501 | Salaries | 3,502,000.00 | 419,188.31 | 3,399,543.79 | 102,456.21 | 97% |
| 502 | Medicare | 51,000.00 | 6,174.65 | 48,427.34 | 2,572.66 | 95% |
| | Hospitalization | 750,000.00 | 70,619.32 | 738,860.36 | 11,139.64 | 99% |
| 504 | OPERS | 490,280.00 | 36,976.77 | 450,744.79 | 39,535.21 | 92% |
| 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 | 1,761.67 | 14,566.91 | 3,433.09 | 81% |
| 601 | Contract Services | 1,047,964.83 | 20,953.44 | 578,248.00 | 469,716.83 | 55% |
| 701 | Materials and Supplies | 396,553.65 | 5,530.48 | 304,167.30 | 92,386.35 | 77% |
| 801 | Equipment | 226,820.30 | 7,249.41 | 99,037.03 | 127,783.27 | 44% |
| 901 | Other | 304,282.21 | 274.00 | 272,235.11 | 32,047.10 | 89% |
| 902 | Travel | 73,896.74 | 5,012.07 | 54,761.89 | 19,134.85 | 74% |
| 903 | Advertising | 40,000.00 | 1,366.46 | 23,307.88 | 16,692.12 | 58% |
| 601 | Res Svc (2063) Contract Services | 12,572,093.21 | 2,609,655.27 | 11,866,513.74 | 705,579.47 | 94% |
| 601 | Capital (4023) Contract Services | 1,314,179.58 | 14,194.35 | 851,561.91 | 462,617.67 | 65% |
| 901 | Donation (2058) Other Expenses | 181,913.74 | 292.15 | 175,838.75 | 6,074.99 | 97% |
| | | \$20,990,984.26 | \$3,199,248.35 | \$18,879,666.26 | \$2,111,318.00 | 90% |

INTERFUND TRANSFERS

| | | | | | | |
|-----|--------------------|---------------|-----|---------------|-----|------|
| 499 | Transfers In-2063 | 12,400,000.00 | .00 | 12,400,000.00 | .00 | 100% |
| 499 | Transfers In-2096 | .00 | .00 | .00 | .00 | 0% |
| 999 | Transfers Out-2027 | 10,400,000.00 | .00 | 10,400,000.00 | .00 | 100% |
| | Transfers Out-2096 | 2,000,000.00 | .00 | 2,000,000.00 | .00 | 100% |

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-03(A)

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

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

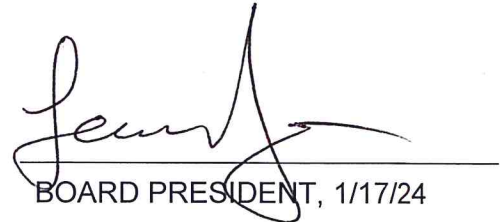
MOTION: *Mrs. Janson*

SECOND: *Mrs. Keiper*

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 | Yes | No | Abstain |
| Mr. Lair | <i>Yes</i> | No | Abstain | | | | |


BOARD PRESIDENT, 1/17/24

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 23 - 24 (B) Voucher Approval - December, 2023

BE IT RESOLVED to confirm the payment of Voucher Schedule **23 24 - O** with expenditures totaling **111,005.18**

| ACCOUNT | CY 2023 APPROP | EXPENDITURES | | | APPROP BALANCE | PERCENT EXPENDED |
|----------------------------|----------------------|-----------------------|--------------------------------|----------------------|-------------------|---------------------|
| | | BEGINNING 12/01/23 | PERIOD 12/1/2023-12/31/2023 | YTD | | |
| 503 Hospitalization | 750,000.00 | 607,730.98 | 70,619.32 | 678,350.30 | 71,649.70 | 90% |
| 601 Contract Services | 1,047,964.83 | 557,294.56 | 20,953.44 | 578,248.00 | 469,716.83 | 55% |
| 701 Materials and Supplies | 396,553.65 | 298,636.82 | 5,530.48 | 304,167.30 | 92,386.35 | 77% |
| 801 Equipment | 226,820.30 | 91,787.62 | 7,249.41 | 99,037.03 | 127,783.27 | 44% |
| 901 Other | 304,282.21 | 271,961.11 | 274.00 | 272,235.11 | 32,047.10 | 89% |
| 902 Travel | 73,896.74 | 49,749.82 | 5,012.07 | 54,761.89 | 19,134.85 | 74% |
| 903 Advertising | 40,000.00 | 21,941.42 | 1,366.46 | 23,307.88 | 16,692.12 | 58% |
| 999 Transfers Out | 10,400,000.00 | 10,400,000.00 | - | 10,400,000.00 | - | 100% |
| TOTAL | 13,239,517.73 | 12,299,102.33 | 111,005.18 | 12,410,107.51 | 829,410.22 | 94% |

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 24 - D** with expenditures totaling **292.15**

| ACCOUNT | CY 2023 APPROP | EXPENDITURES | | | APPROP BALANCE | PERCENT EXPENDED |
|--------------------|-------------------|-----------------------|--------------------------------|-------------------|-------------------|---------------------|
| | | BEGINNING 12/01/23 | PERIOD 12/1/2023-12/31/2023 | YTD | | |
| 901 Other Expenses | 181,913.74 | 175,546.60 | 292.15 | 175,838.75 | 6,074.99 | 97% |
| TOTAL | 181,913.74 | 175,546.60 | 292.15 | 175,838.75 | 6,074.99 | 97% |

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 24 - R** with expenditures totaling **2,609,655.27**

| ACCOUNT | CY 2023 APPROP | EXPENDITURES | | | APPROP BALANCE | PERCENT EXPENDED |
|-----------------------|----------------------|-----------------------|--------------------------------|----------------------|-------------------|---------------------|
| | | BEGINNING 12/01/23 | PERIOD 12/1/2023-12/31/2023 | YTD | | |
| 601 Service Contracts | 12,572,093.21 | 9,256,858.47 | 2,609,655.27 | 11,866,513.74 | 705,579.47 | 94% |
| TOTAL | 12,572,093.21 | 9,256,858.47 | 2,609,655.27 | 11,866,513.74 | 705,579.47 | 94% |

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 24 - C** with expenditures totaling **14,194.35**

| ACCOUNT | CY 2023 APPROP | EXPENDITURES | | | APPROP BALANCE | PERCENT EXPENDED |
|-----------------------|---------------------|-----------------------|--------------------------------|-------------------|-------------------|---------------------|
| | | BEGINNING 12/01/23 | PERIOD 12/1/2023-12/31/2023 | YTD | | |
| 601 Service Contracts | 1,314,179.58 | 837,357.56 | 14,194.35 | 851,551.91 | 462,627.67 | 65% |
| TOTAL | 1,314,179.58 | 837,357.56 | 14,194.35 | 851,551.91 | 462,627.67 | 65% |

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 24 - F** with expenditures totaling

| ACCOUNT | CY 2023 APPROP | EXPENDITURES | | | APPROP BALANCE | PERCENT EXPENDED |
|-------------------|---------------------|-----------------------|--------------------------------|---------------------|-------------------|---------------------|
| | | BEGINNING 12/01/23 | PERIOD 12/1/2023-12/31/2023 | YTD | | |
| 999 Transfers Out | 2,000,000.00 | 2,000,000.00 | - | 2,000,000.00 | - | 100% |
| TOTAL | 2,000,000.00 | 2,000,000.00 | - | 2,000,000.00 | - | 100% |

Motion: *Mr. Lair*
 Second: *Mrs. Janson*
 Discussion:

Roll Call Vote:

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

[Signature]

 President

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-04(A)

BE IT RESOLVED to approve Donald L. Rice II as the 2024 Representative to the North East Ohio Network (NEON).

BE IT FURTHER RESOLVED to approve Dave Carlson, Assistant Superintendent, and Tami Setlock, Director of Community Support Services, as the Alternates.

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

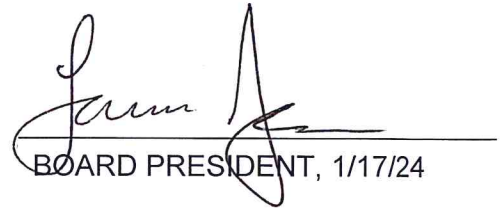
MOTION: *Mrs. Keiper*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

| | | | | | | | |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <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 | Yes | No | Abstain |
| Mr. Lair | <i>Yes</i> | No | Abstain | | | | |


BOARD PRESIDENT, 1/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-05(A)

BE IT RESOLVED to approve Donald L. Rice II as the 2024 Representative to the Geauga County Family First Council.

BE IT FURTHER RESOLVED to approve Dave Carlson, Assistant Superintendent, and Tami Setlock, Director of Community Support Services, as the Alternates.

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

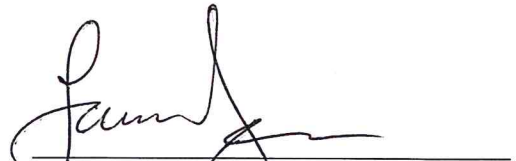
MOTION: *Mr. Miller*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

| | | | | | | | |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <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 | | | | |


BOARD PRESIDENT, 1/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-06(A)

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

- Twofoundation Inc. – Total amount: \$5830.01 for Locally Funded NMT Services.

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

MOTION: Mrs. Janson

SECOND: Mrs. Keiper

DISCUSSION:

ROLL CALL:

| | | | | | | | |
|-------------|-----|----|---------|-------------|-----|----|---------|
| Mrs. Janson | 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, 1/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-07(A)

BE IT RESOLVED to approve a Supplemental Appropriation of \$370,000 in the Donation Fund Other account (2058-056-00-901) for outreach and appreciation.

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

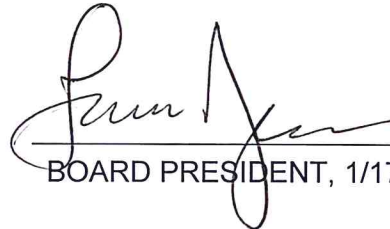
MOTION: *Mrs. Janson*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

| | | | | | | | |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <u>Yes</u> | No | Abstain | Mr. Jackson | <u>Yes</u> | No | Abstain |
| Mr. Suttell | <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 | | | | |


BOARD PRESIDENT, 1/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-08(A)

BE IT RESOLVED to approve the attached grant with The Metzenbaum Foundation, to fund the Outreach and Appreciation Program. Payments shall not exceed \$400,000 for the initial term of this agreement.

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

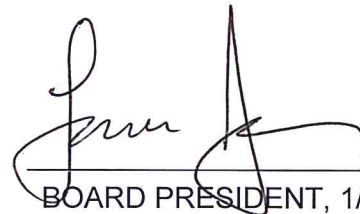
MOTION: *Mr. Lair*

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 | | | | |


BOARD PRESIDENT, 1/17/24

Grant Agreement

This grant agreement is initiated on this 17th of January 2024, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and The Metzenbaum Foundation (grantee) of 8200 Cedar Rd., Chesterland, OH 44026, a not-for-profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a grant not to exceed \$400,000. The award will be made in a single payment upon the execution of this agreement.

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

SIGNATURES:

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

Date

Dr. Dennis Schmidt, President
The Metzenbaum Foundation

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Dat

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-09(A)

BE IT RESOLVED to approve a payment to Metzenbaum Sheltered Industries, Inc (MSI) of up to \$28,000 to cover operational expenses.

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

MOTION: *Mr. Miller*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

| | | | | | | | |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <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 | Yes | No | Abstain |
| Mr. Lair | <i>Yes</i> | No | Abstain | | | | |


BOARD PRESIDENT, 1/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-10(A)

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

- Goodwill Industries of Greater Cleveland, in an amount not to exceed \$10,000 for community employment services.

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

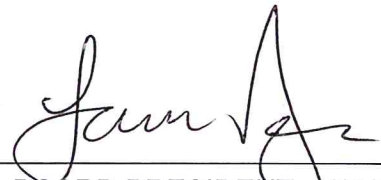
MOTION: *Mr. Miller*

SECOND: *Mrs. Keiper*

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 | Yes | No | Abstain |
| Mr. Lair | <i>Yes</i> | No | Abstain | | | | |


BOARD PRESIDENT, 1/17/24

**LOCALLY FUNDED SERVICES AGREEMENT
With Community Employment Bonus**

This Agreement is between GOODWILL INDUSTRIES OF GREATER CLEVELAND **(Provider)**, and the **Geauga County Board of Developmental Disabilities (Board)**.

1.) TERM

This Agreement shall be effective 1/9/2024 through 12/31/2024 . This agreement shall require annual renewal, unless terminated early 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 \$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.) 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 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, when an individual and the individual's service and support administrator are notified in writing no less than thirty calendar days prior to termination of services. The provider shall convey documents and records to the individual's service and support administrator as requested. If the 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

| | |
|---|--|
| GOODWILL INDUSTRIES OF GREATER CLEVELAND 408 Ninth Street SW Canton, OH 44707 ATTN: Mark Trew, COO | Geauga 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 | <u>01 / 10 / 2024</u> _____ Date |
|--|--|

| | |
|--|--|
|  _____ Provider's Representative Mark Trew, COO GOODWILL INDUSTRIES OF GREATER CLEVELAND | <u>01 / 10 / 2024</u> _____ Date |
|--|--|

Approved to Form:

| | |
|--|--|
|  _____ Sheila Salem, Assistant Prosecuting Attorney | <u>01 / 09 / 2024</u> _____ Date |
|--|--|

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

AUDITOR'S CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41

Geauga County, Chardon, Ohio, on this 10 day of January, 2024,
I HEREBY CERTIFY that the money required to meet the foregoing
agreement, contract, or obligation in the sum of \$ 10,000.00
has been lawfully appropriated, authorized, or directed for such purpose
in that the amount of \$ 1,719,939.20 is at this time unencumbered in
the account 2063-056-00-601. This money is in the Treasury or
in the process of collection to the credit of said fund and free from any
previous encumbrances.

GEAUGA COUNTY AUDITOR

By [Signature], Deputy Auditor.

**BUSINESS ASSOCIATE AGREEMENT
(Attachment A)**

This Agreement is entered into this 9th day of January , 2024 , by and between GOODWILL INDUSTRIES OF GREATER CLEVELAND (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: Mark Trew
408 Ninth Street SW
Canton, OH 44707

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

01 / 10 / 2024

Date

Contractor:



Signature

01 / 10 / 2024

Date

Mark Trew, COO

Print name

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-11(A)

BE IT RESOLVED to approve a donation of \$500 to the Ohio Special Initiatives by Brothers & Sisters (Ohio Sibs). This donation will cover a Silver Level sponsorship to their annual conference which will provide 5 scholarships for Siblings (or others) to attend.

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

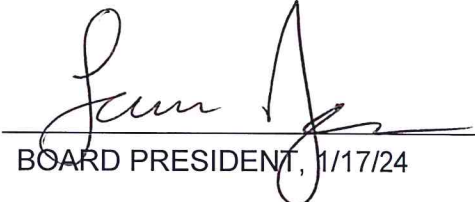
MOTION: *Mr. Miller*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

| | | | | | | | |
|-------------|------------|----|---------|-------------|------------|----|---------|
| Mrs. Janson | <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 | | | | |


BOARD PRESIDENT, 1/17/24

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

January 17, 2024

Resolution: 24-12(A)

BE IT RESOLVED to approve the following disposal of assets item due to it being outdated, unusable, or damaged:

- 2016 Dodge Mini Van which will be donated to JFSA.

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, 1/17/24