

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

BOARD MINUTES

June 21, 2023

Board Members Present

Mark Jackson
Richard Suttell
Uschy Keiper
Stacey Wilder
Dave Lair

Administration

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

Board Members Absent

Laura Janson
Martin Miller

I. Call to Order:

a. Roll Call 2023 Board:

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

b. Approval of Minutes:

Resolution 23-45(A) was presented to approve the minutes for the May 17, 2023, meeting. This resolution was approved.

c. Donations to Program:

Resolution 23-05(D) was presented approving donations to the program. This resolution was accepted and approved.

d. Personnel Actions:

Resolution 23-04(P) 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 May of 2023. See attached.

b. Ethics Recommendations:

Resolution 23-46(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 23-09(B) was presented detailing financial transactions and Resolution 23-10(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. Cash Transfer:

Resolution 23-47(A) was presented approving a cash transfer for Waiver Match, unemployment claims, and maintenance needs. This resolution was approved.

ii. Grant Requests:

Resolution 23-48(A) was presented approving grant requests made by Rainbow of Hope, and Solid Rock on Which We Stand. This resolution was approved

iii. LFSA Contracts:

Resolution 23-49(A) was presented approving a list of LFSAs for transportation services. This resolution was approved.

iv. NEON Contract:

Resolution 23-50(A) was presented approving a contract with NEON for pre-accreditation review services. This resolution was approved.

v. August Board Meeting:

Resolution 23-51(A) was presented approving the cancelation of the August board meeting. This resolution was approved.

vi. Disposal of Assets:

Resolution 23-52(A) was presented approving the disposal of assets. This resolution was approved.

b. Issues

i. Golf Outing:

Mr. Rice reported to the Board details regarding the Metzenbaum Center golf outing results.

VI. General Announcements:

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

- a. Mr. Rice informed the Board of a local resident who has contacted Mr. Rice with concerns about the use of the Geauga DD public property and what local home values will reflect from it.

VII. Other Business – comments from the floor:

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

VIII. Executive Session:

Resolution 23-53(A) was presented approving to move into Executive Session, Pursuant to ORC 121.22 (G)(1) To consider the appointment, employment, dismissal, discipline, promotion...

a. Approvals:

i. Staff Wage Increase:

Resolution 23-54(A) was presented approving wage increases for Geauga DD staff. This resolution was approved.

ii. Superintendent Wage Increase:

Resolution 23-55(A) was presented approving a wage increase for the Superintendent. This resolution was approved.

IX. Adjournment

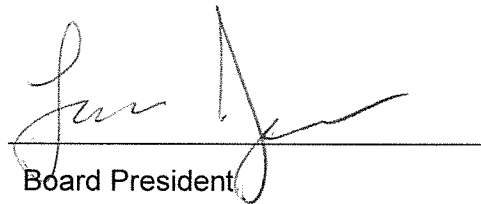
The Next Board meeting will be on July 19, 2023.

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
DEVELOPMENTAL DISABILITIES

April 10, 2024

Resolution: 24-45(A)

BE IT RESOLVED to amend the June 2023 GCBDD meeting minutes to include the attached pages.

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

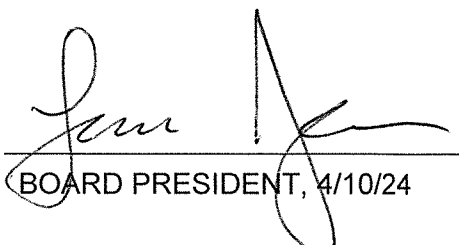
MOTION: *Mrs. Janson*

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



BOARD PRESIDENT, 4/10/24

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

Board Meeting Agenda

June 21, 2023

- I. Presentation: 6pm Clear Skies Ahead**
- II. Call to Order and Roll Call:**
 - a. Roll Call 2023 Board
 - b. Approval of May 2023 Minutes
 - c. Donation Approvals
 - d. 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. Cash Transfer
 - ii. Grants
 - iii. Locally Funded Services Agreements
 - iv. NEON Contract
 - v. August Board Meeting
 - vi. Disposal of Assets
 - b. Issues:
 - i. Golf Outing
- VII. General Announcements:**
- VIII. Other Business – comments from the floor:**
- IX. Executive Session:**
 - a. Pursuant to ORC 121.22(G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, ...
 - b. Approvals:
 - i. Geauga DD Staff Salary Increases
 - ii. Superintendent Salary Increase
- X. Adjournment**

Next Board Meeting: July 19, 2023

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

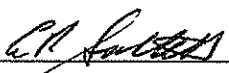
June 21, 2023

June 21, 2023, Bd. Meeting

Roll Call: 2023 Board

ROLL CALL:

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

 6/21/23
BOARD PRESIDENT, 6/21/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-45(A)

BE IT RESOLVED to approve the attached minutes of the May 17, 2023, Board meeting.

MOTION: *Mrs. Keiper*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

E. M. Suttell 6/21/23
BOARD PRESIDENT, 6/21/23

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

BOARD MINUTES

May 17, 2023

Board Members Present

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

Administration

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

Board Members Absent

Stacey Wilder

I. Call to Order:

a. Roll Call 2023 Board:

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

b. Approval of Minutes:

Resolution 23-39(A) was presented to approve the minutes for the April 19, 2023, meeting. This resolution was approved.

c. Donations to Program:

Resolution 23-04(D) was presented approving donations to the program. This resolution was accepted and approved

d. Personnel Actions:

Resolution 23-03(P) 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 April of 2023. See attached.

b. Ethics Recommendations:

Resolution 23-40(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 23-07(B) was presented detailing financial transactions and Resolution 23-08(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 and also, NPower Services, Metzenbaum Foundation, and Rainbow of Hope.

V. New Business:

a. Approvals:

i. LGCA Contract:

Resolution 23-41(A) was presented approving a contract with LGCA for IT services. This resolution was approved.

ii. ABC LFSA:

Resolution 23-42(A) was presented approving an LFSA with ABC. This resolution was approved.

iii. New Position:

Resolution 23-43(A) was presented approving the approval of a new board staff position, Data Specialist. This resolution was approved.

b. Issues

i. Sukenik Family Foundation:

Mr. Rice discussed with the Board ideas of what to do with the last donation from the Sukenik Family Foundation.

ii. Kenyon Road House:

Mr. Rice informed the Board about the final result of the build and the positive feedback from the residents and community.

iii. Playground Grand Opening:

Mr. Rice informed the Board of the successful build and grand opening of the new inclusive playground at the Metzenbaum Center.

iv. August Board Meeting:

Mr. Rice discussed with the Board the option of not meeting for the scheduled August Board meeting.

VI. General Announcements:

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

VII. Other Business – comments from the floor:

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

VIII. Executive Session:

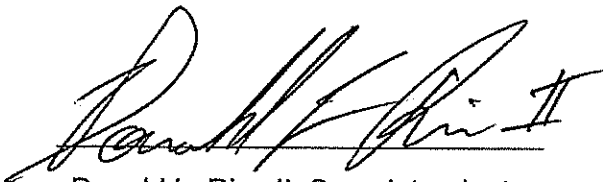
Pursuant to ORC 121.22 (G)(1) To consider the appointment, employment, dismissal, discipline, promotion...

IX. Adjournment

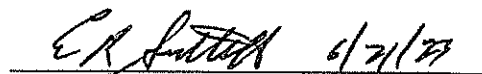
The Next Board meeting will be on June 21, 2023.

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

4/1/23-4/30/23

| Account # | Account Description | Budget | MTD Actual | YTD Actual | Remaining Budget | % of Budget |
|----------------|---------------------------------|-----------------|----------------|----------------|---------------------|----------------|
| REVENUE | | | | | | |
| 401 | Property and Other Taxes | 12,035,803.00 | .00 | 6,225,599.77 | 5,810,203.23 | 52% |
| 410 | State Reimbursement-Real Estate | 1,180,460.00 | 597,876.23 | 597,876.23 | 582,583.77 | 51% |
| 412 | Federal Grants | 696,000.00 | 68,741.61 | 313,635.30 | 382,364.70 | 45% |
| 413 | State Revenues | 600,000.00 | 52,335.71 | 185,891.66 | 414,108.34 | 31% |
| 420 | Fees | 766,000.00 | 87,111.51 | 390,765.99 | 375,234.01 | 51% |
| 450 | Interest | .00 | 2,523.58 | 4,372.73 | (4,372.73) | -- |
| 451 | Donations | 20,000.00 | .00 | 21,833.56 | (1,833.56) | -- |
| 452 | Other Revenue | 200,000.00 | 1,001,904.43 | 1,003,208.98 | (803,208.98) | 502% |
| 457 | Reimbursements | .00 | .00 | .00 | .00 | -- |
| | | \$15,498,263.00 | \$1,810,493.07 | \$8,743,184.22 | \$6,755,078.78 | 56% |

EXPENSE

| | | | | | | |
|-----|----------------------------------|-----------------|----------------|----------------|-----------------|-----|
| 501 | Salaries | 3,502,000.00 | 255,909.74 | 1,004,014.93 | 2,497,985.07 | 29% |
| 502 | Medicare | 51,000.00 | 3,620.79 | 14,208.99 | 36,791.01 | 28% |
| 503 | Hospitalization | 750,000.00 | 60,233.08 | 241,653.74 | 508,346.26 | 32% |
| 504 | OPERS | 490,280.00 | 33,613.91 | 134,168.73 | 356,111.27 | 27% |
| 505 | Workers Compensation | 15,000.00 | .00 | .00 | 15,000.00 | -- |
| 506 | Unemployment | 7,000.00 | .00 | 1,394.90 | 5,605.10 | 20% |
| 507 | STRS | 18,000.00 | 1,148.87 | 4,573.85 | 13,426.15 | 25% |
| 601 | Contract Services | 874,077.69 | 96,366.79 | 218,141.36 | 655,936.33 | 25% |
| 701 | Materials and Supplies | 406,288.79 | 36,401.51 | 147,036.41 | 259,252.38 | 36% |
| 801 | Equipment | 231,642.03 | 1,316.95 | 41,294.55 | 190,347.48 | 18% |
| 901 | Other | 304,579.69 | 8,179.96 | 154,731.96 | 149,847.73 | 51% |
| 902 | Travel | 69,774.20 | 5,264.92 | 16,915.05 | 52,859.15 | 24% |
| 903 | Advertising | 40,000.00 | 80.00 | 5,912.17 | 34,087.83 | 15% |
| 601 | Res Svc (2063) Contract Services | 8,631,854.89 | 1,287,958.40 | 1,858,717.10 | 6,773,137.79 | 22% |
| 601 | Capital (4023) Contract Services | 1,345,878.44 | 1,650.00 | 3,661.70 | 1,342,216.74 | 0% |
| 901 | Donation (2058) Other Expenses | 47,663.42 | 166.86 | 2,409.62 | 45,253.80 | 5% |
| | | \$16,785,039.15 | \$1,791,911.78 | \$3,848,835.06 | \$12,936,204.09 | 23% |

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

June 21, 2023

Resolution: 23-05(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 |
|------------------|--------|------------------------------|
| The Prots Family | 100.00 | In memory of Dennis E. Prots |

MOTION: Mr. Lair

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 | | | | |

 6/21/23
BOARD PRESIDENT, 6/21/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-04(P)

BE IT RESOLVED to confirm the following personnel actions:

| Appointments | Position | Department | Date |
|---------------|----------|------------|---------|
| Madelyn Knapp | SSA | CSS | 5/2/23 |
| Separations | | | |
| Angelia Smith | SSA | CSS | 5/17/23 |
| Changes | | | |
| No Changes | | | |

MOTION:

Mr. Jackson

SECOND:

Mrs. Keiper

DISCUSSION:

ROLL CALL:

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

ER Suttell 6/21/23
BOARD PRESIDENT, 6/21/23

Geauga County Board of DD Revenue and Expense Report

5/1/23-5/31/23

| Account # | Account Description | Budget | MTD Actual | YTD Actual | Remaining Budget | % of Budget |
|----------------------------|----------------------------------|------------------------|-----------------------|-----------------------|------------------------|----------------|
| REVENUE | | | | | | |
| 401 | Property and Other Taxes | 12,035,803.00 | .00 | 6,225,599.77 | 5,810,203.23 | 52% |
| 410 | State Reimbursement-Real Estate | 1,180,460.00 | .00 | 597,876.23 | 582,583.77 | 51% |
| 412 | Federal Grants | 696,000.00 | 110,981.57 | 424,616.87 | 271,383.13 | 61% |
| 413 | State Revenues | 600,000.00 | 24,393.73 | 210,285.39 | 389,714.61 | 35% |
| 420 | Fees | 766,000.00 | 24,269.25 | 415,035.24 | 350,964.76 | 54% |
| 450 | Interest | .00 | .00 | 4,372.73 | (4,372.73) | -- |
| 451 | Donations | 20,000.00 | 350,548.06 | 372,381.62 | (352,381.62) | -- |
| 452 | Other Revenue | 200,000.00 | 507.89 | 1,003,716.87 | (803,716.87) | 502% |
| 457 | Reimbursements | .00 | .00 | .00 | .00 | -- |
| | | \$15,498,263.00 | \$510,700.50 | \$9,253,884.72 | \$6,244,378.28 | 60% |
| EXPENSE | | | | | | |
| 501 | Salaries | 3,502,000.00 | 247,190.60 | 1,251,205.53 | 2,250,794.47 | 36% |
| 502 | Medicare | 51,000.00 | 3,498.13 | 17,707.12 | 33,292.88 | 35% |
| 503 | Hospitalization | 750,000.00 | 62,096.36 | 303,750.10 | 446,249.90 | 41% |
| 504 | OPERS | 490,280.00 | 49,613.42 | 183,782.15 | 306,497.85 | 37% |
| 505 | Workers Compensation | 15,000.00 | .00 | .00 | 15,000.00 | -- |
| 506 | Unemployment | 7,000.00 | .00 | 1,394.90 | 5,605.10 | 20% |
| 507 | STRS | 18,000.00 | 1,060.55 | 5,634.40 | 12,365.60 | 31% |
| 601 | Contract Services | 864,647.50 | 85,672.37 | 303,813.73 | 560,833.77 | 35% |
| 701 | Materials and Supplies | 397,649.47 | 16,532.37 | 163,568.78 | 234,080.69 | 41% |
| 801 | Equipment | 231,029.64 | 11,921.19 | 53,215.74 | 177,813.90 | 23% |
| 901 | Other | 304,579.69 | 2,113.00 | 156,844.96 | 147,734.73 | 51% |
| 902 | Travel | 69,384.20 | 3,747.59 | 20,662.64 | 48,721.56 | 30% |
| 903 | Advertising | 40,000.00 | 10,938.59 | 16,850.76 | 23,149.24 | 42% |
| 601 | Res Svc (2063) Contract Services | 8,583,638.88 | 1,201,190.12 | 3,059,907.22 | 5,523,731.66 | 36% |
| 601 | Capital (4023) Contract Services | 1,345,878.44 | 403,489.40 | 407,151.10 | 938,727.34 | 30% |
| 901 | Donation (2058) Other Expenses | 47,663.42 | 21,389.01 | 23,798.63 | 23,864.79 | 50% |
| | | \$16,717,751.24 | \$2,120,452.70 | \$5,969,287.76 | \$10,748,463.48 | 36% |
| INTERFUND TRANSFERS | | | | | | |
| 499 | Transfers In-2063 | 8,400,000.00 | 4,000,000.00 | 5,000,000.00 | 3,400,000.00 | 60% |
| 499 | Transfers In-2096 | .00 | .00 | .00 | .00 | 0% |
| 999 | Transfers Out | 8,400,000.00 | 4,000,000.00 | 5,000,000.00 | 3,400,000.00 | 60% |

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-46(A)

BE IT RESOLVED that the Board has reviewed the financial transactions processed in the time period of May 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: Mr. Suttell

DISCUSSION:

ROLL CALL:

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

GR. Suttell 6/21/23
BOARD PRESIDENT, 6/21/23

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 23 - 9 (B) Financial Transactions May, 2023

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated June 21st, 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: 5/5,5/19 |
|--------------------|----------------------|---------------------|
| 501 - Salaries | \$ 247,190.60 | |
| 502 - Medicare | \$ 3,498.13 | |
| 504 - PERS | \$ 49,613.42 | |
| 505 - Workers Comp | \$ - | |
| 506 - Unemployment | \$ - | |
| 507 - STRS | \$ 1,060.55 | |
| | <u>\$ 301,362.70</u> | |

Purchase Orders:

| Vendor | Fund | Amount | Description | PO Number |
|-------------------------------|------|---------------|--------------------------------|------------|
| ADAMS, RACHEL ANN | 2063 | \$ 2,000.00 | Transportation | 2023-00002 |
| DRY-MORE CONSTRUCTION INC | 4023 | \$ 38,875.00 | Concrete Sidewalk Work | 2023-00002 |
| ESC OF THE WESTERN RESERVE | 2027 | \$ 1,434.58 | Meraki Switch | 2023-00002 |
| ESC OF THE WESTERN RESERVE | 2027 | \$ 97,235.00 | Annual IT Support Contract | 2023-00002 |
| JUAN JAVIER HUESCA AGUIRRE | 2027 | \$ 12,311.15 | Lawn Maintenance | 2023-00002 |
| MICRO ADVANTAGE INC | 4023 | \$ 30,450.00 | Camera System Upgrade | 2023-00002 |
| OHIO GUIDESTONE | 2063 | \$ 50,000.00 | Adult Day/Community Employment | 2023-00002 |
| OHIO PAVING & CONSTRUCTION CO | 4023 | \$ 303,572.77 | Parking Lot Paving | 2023-00002 |
| QUADIENT LEASING USA, INC. | 2027 | \$ 1,500.00 | Meter Lease | 2023-00002 |
| RICHMOND, TAMARA | 2063 | \$ 2,000.00 | Transportation | 2023-00002 |

\$ 539,378.50

Motion:

Second:

Discussion?

Mr. Lair

Mr. Jackson

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 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

GA Suttell 6/21/23

GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

RESOLUTION # 23 - 10 (B) Voucher Approval - May, 2023

BE IT RESOLVED to confirm the payment of Voucher Schedule **23 10 - O** with expenditures totaling **4,193,021.47**

| ACCOUNT | CY 2023 APPROP | EXPENDITURES | | | APPROP BALANCE | PERCENT EXPENDED |
|----------------------------|----------------------|-----------------------|--------------------------|---------------------|---------------------|---------------------|
| | | BEGINNING 05/01/23 | PERIOD 5/1/23-5/31/23 | YTD | | |
| 503 Hospitalization | 750,000.00 | 241,653.74 | 62,096.36 | 303,750.10 | 446,249.90 | 41% |
| 601 Contract Services | 864,647.50 | 218,141.36 | 85,672.37 | 303,813.73 | 560,833.77 | 35% |
| 701 Materials and Supplies | 397,649.47 | 147,036.41 | 16,532.37 | 163,568.78 | 234,080.69 | 41% |
| 801 Equipment | 231,029.64 | 41,294.55 | 11,921.19 | 53,215.74 | 177,813.90 | 23% |
| 901 Other | 304,579.69 | 154,731.96 | 2,113.00 | 156,844.96 | 147,734.73 | 51% |
| 902 Travel | 69,384.20 | 16,915.05 | 3,747.59 | 20,662.64 | 48,721.56 | 30% |
| 903 Advertising | 40,000.00 | 5,912.17 | 10,938.59 | 16,850.76 | 23,149.24 | 42% |
| 999 Transfers Out | 8,400,000.00 | 1,000,000.00 | 4,000,000.00 | 5,000,000.00 | 3,400,000.00 | 60% |
| TOTAL | 11,057,290.50 | 1,825,685.24 | 4,193,021.47 | 6,018,706.71 | 5,038,583.79 | 54% |

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 10 - D** with expenditures totaling **21,389.01**

| ACCOUNT | CY 2023 APPROP | EXPENDITURES | | | APPROP BALANCE | PERCENT EXPENDED |
|--------------------|-------------------|-----------------------|--------------------------|------------------|-------------------|---------------------|
| | | BEGINNING 05/01/23 | PERIOD 5/1/23-5/31/23 | YTD | | |
| 901 Other Expenses | 47,663.42 | 2,409.62 | 21,389.01 | 23,798.63 | 23,864.79 | 50% |
| TOTAL | 47,663.42 | 2,409.62 | 21,389.01 | 23,798.63 | 23,864.79 | 50% |

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 10 - R** with expenditures totaling **1,201,190.12**

| ACCOUNT | CY 2023 APPROP | EXPENDITURES | | | APPROP BALANCE | PERCENT EXPENDED |
|-----------------------|---------------------|-----------------------|--------------------------|---------------------|---------------------|---------------------|
| | | BEGINNING 05/01/23 | PERIOD 5/1/23-5/31/23 | YTD | | |
| 601 Service Contracts | 8,583,638.88 | 1,858,717.10 | 1,201,190.12 | 3,059,907.22 | 5,523,731.66 | 36% |
| TOTAL | 8,583,638.88 | 1,858,717.10 | 1,201,190.12 | 3,059,907.22 | 5,523,731.66 | 36% |

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 10 - C** with expenditures totaling **403,489.40**

| ACCOUNT | CY 2023 APPROP | EXPENDITURES | | | APPROP BALANCE | PERCENT EXPENDED |
|-----------------------|---------------------|-----------------------|--------------------------|-------------------|-------------------|---------------------|
| | | BEGINNING 05/01/23 | PERIOD 5/1/23-5/31/23 | YTD | | |
| 601 Service Contracts | 1,345,878.44 | 3,651.70 | 403,489.40 | 407,141.10 | 938,737.34 | 30% |
| TOTAL | 1,345,878.44 | 3,651.70 | 403,489.40 | 407,141.10 | 938,737.34 | 30% |

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

Roll Call Vote:

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

G. Suttell 6/21/23
President

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-47(A)

BE IT RESOLVED to approve a Cash Transfer of \$456.56 from the General Fund Unemployment account (2027-056-00-506) to the Geauga County Commissioners Revenue account (9218-999-00-498). This amount will be used for unemployment claims.

BE IT FURTHER RESOLVED to approve a Cash Transfer of \$2,000,000 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 waiver match.

BE IT FURTHER RESOLVED to approve a Supplemental Appropriation of \$200,000 in the General Services Fund Contract Services account (2027-056-00-601). This amount will be used for additional unforeseen maintenance needs.

BE IT FURTHER RESOLVED to approve a Supplemental Appropriation of \$2,000,000 in the Residential Services Fund Contract Services account (2063-056-00-601). This amount will be used for waiver match.

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

MOTION: *Mr. Jackson*

SECOND: *Mrs. Keiper*

DISCUSSION:

ROLL CALL:

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

ER Suttell 6/21/23
BOARD PRESIDENT, 6/21/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-48(A)

BE IT RESOLVED to approve the attached grant request from Rainbow of Hope OH, in an amount not to exceed \$39,200 for the purpose of a new track and lift ceiling system.

BE IT FURTHER RESOLVED to approve the attached grant request from Solid Rock on Which We Stand, LLC, in an amount not to exceed \$10,000 to be used for either (a) repairs to their 12-passenger van, or (b) funds to be used towards the purchase of a new vehicle.

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

MOTION:

Mr. Jackson

SECOND:

Mrs. Keiper

DISCUSSION:

ROLL CALL:

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

[Signature] 6/21/23
BOARD PRESIDENT, 6/21/23

Grant Agreement

This grant agreement is entered into on the 21st day of June, 2023 between the **Geauga County Board of Developmental Disabilities (GCBDD)** of 8200 Cedar Rd., Chesterland, OH 44026 and **Rainbow of Hope OH** (grantee) of 14565 Madison Road, Middlefield, a not-for-profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a project-specific grant not to exceed \$39,200. The grant period will run from June 21st, 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 the grantee to fund costs for a new track and lift system, which will be installed in the new facility. The new system will allow for safe transfers from wheelchairs to floor mats, chairs, etc. for therapy services, and also changing tables or bath chairs for restroom needs.

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

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Rainbow of Hope OH

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

Geauga County Board of Developmental Disabilities

Grant Application - Direct Service Support

Date: June 5, 2023

Requesting Party Information

Name: Solid Rock on Which We Stand, LLC

Address: 831 South Street, Chardon OH 44024

Phone: 440 – 321 4031 or 440-231-1188

Email: andrea.murphy@solidrock-llc.com

Amount Requested: \$55,000

Transportation

Solid Rock's Adult Day Program is an activities-based program providing a fun and nurturing environment for individuals with developmental disabilities to thrive. We currently support approximately 25 individuals throughout the week. Our program has a heavy focus on integrating individuals into the community and our participants have enjoyed participating in volunteer programs such as delivering Meals on Wheels, packing lunches with the Claridon summer lunch program and events with Chardon Tomorrow up on Chardon Square! Additionally, our activities calendar is packed full of a large variety of outings to choose from. Some examples, include swimming, park outings, lunch group, shopping, miniature golf and farm visits. Not a day goes by that our program isn't out in the community and it has been great to see this and the welcoming reception that they have received from members of the public. Our individuals have really made an impact in Geauga County in the last couple of years!

Detrimental to program, our largest vehicle, a 12-seater passenger van has recently been put out of commission. We have had this vehicle since 2016 and it has really served us well. As well as the high mileage of almost 120,000 and general wear and tear of the vehicle, it now needs to have almost \$8,000 in repairs to make it drivable again. This includes replacement of the front crossbar, located underneath the vehicle which helps to stabilize it. The crossbar has experienced significant deterioration due to time and corrosion from salty roads in NE Ohio winters. Additionally, and equally as concerning is the rear drive shaft, which operates the vehicle's motion when turning. This has also experienced significant corrosion and the gear that allows the vehicle to turn is now jammed and will not function properly. The dealership has provided us with pictures of the issues at hand.

For the safety of our individuals served, it has been advised that this vehicle now be replaced in its entirety, as opposed to replacing these two parts, mainly due to it being an older vehicle with high miles that will require additional costly repairs down the road. For the board's consideration, we are requesting the sum of \$55,000 for the purchase of a new vehicle. This amount reflects the cost of a new vehicle, less \$10,000 that we have been offered as a trade in from Preston Ford.

This vehicle is extremely important to the successful operation of the Solid Rock ADS, as we use it daily, not only for transportation of our individuals to and from the program but also for all of the fantastic activities that allow our individuals to experience community integration. Without this vehicle, it will not be possible for our program to have such an incredible outreach in the community.

If there are any questions or clarifications I can answer regarding this request, please reach out. We thank the board again for its consideration in supporting our agency's programming.

Grant Agreement

This grant agreement is initiated on the 21st day of June, 2023, between the **Geauga County Board of Developmental Disabilities (GCBDD)** of 8200 Cedar Rd., Chesterland, OH 44026 and **Solid Rock on Which We Stand, LLC** (grantee) of 831 South Street, Chardon, OH 44024, a Domestic For-Profit Limited Liability Company duly organized under the laws of the State of Ohio pursuant to Chapter 1706 of the Ohio Revised Code.

The GCBDD has approved a grant award not to exceed \$10,000. The grant period will run from June 21st, through December 31, 2023, and the award will be made in a single payment upon execution of this agreement.

The purpose of this grant is for one of the following at the grantee's discretion:

1. Funds can be used towards necessary repairs for the grantee's 12 passenger wheelchair accessible van.
-or-
2. Funds can be directed towards the purchase of a new vehicle.

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

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION SIGNATURES:

SIGNATURES:

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

Date

Tiffany Smetana
Solid Rock on Which We Stand, LLC

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-49(A)

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

- Laketran, in an amount not to exceed \$90,000 for transportation services
- Angelia Smith, in an amount not to exceed \$3,000 for transportation services
- Rachel Adams, in an amount not to exceed \$2,000 for transportation services
- Tamara Richmond, in an amount not to exceed \$2,000 for transportation services
- Timothy Rose, in an amount not to exceed \$4,000 for transportation services

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

- Nancy Adams, in an amount not to exceed \$15,000 for transportation services

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

MOTION: *Mr. Jackson*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

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

[Signature] 6/21/23
BOARD PRESIDENT, 6/21/23

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective **July 1st, 2023** through **December 31st, 2023**.

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 **\$90,000.00**

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. 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

Laketrans
555 Lakeshore Blvd.
Painesville Twp., Oh 44077
ATTN: Ben Capelle

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Provider's Representative

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

Date

**BUSINESS ASSOCIATE AGREEMENT
(Attachment A)**

This Agreement is entered into this 1st day of July, 2023, by and between Laketran (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:

Ben Capelle
555 Lakeshore Blvd.
Painseville Twp., Oh 44077

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

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

Date

Contractor:

Signature

Date

Print name

LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between Angelia Smith (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 \$ 3,000.00 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. 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

Angelia Smith
438 North St, Apt 6a
Chardon Oh 44024
ATTN: Angelia Smith

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

AUDITOR'S CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41

Geauga County, Chardon, Ohio, on this 2 day of June, 2023,
I HEREBY CERTIFY that the money required to meet the foregoing
agreement, contract, or obligation in the sum of \$ 3000
has been lawfully appropriated, authorized, or directed for such purpose
in that the amount of \$ 1524426.11 is at this time unencumbered in
the account 2063-0560-00-601. 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 Evelyn Greib, Deputy Auditor.

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 1 day of June, 2023, by and between Angelia Smith (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:

Angelia Smith
438 North St, Apt 6a
Chardon Oh 44024
Angelia Smith

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

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

Date

Contractor:

Signature

Date

Print name

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective May 30, 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 \$ 2,000.00 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. 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

Rachel Adams
16854 Kurzemes Dr
Chagrin Falls, Oh 44023
ATTN: Rachel Adams

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

2023
AUDITOR'S CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41

Geauga County, Chardon, Ohio, on this 30 day of May, 2023,
I HEREBY CERTIFY that the money required to meet the foregoing
agreement, contract, or obligation in the sum of \$ 2,000.00
has been lawfully appropriated, authorized, or directed for such purpose
in that the amount of \$ 1526,426.71 is at this time unencumbered in
the account 2023-0510-00-601. 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.

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 1 day of May, 2023, by and between Rachel Adams (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:

Rachel Adams
16854 Kurzemes Dr
Chagrin Falls, Oh 44023
Rachel Adams

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

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

Date

Contractor:

Signature

Date

Print name

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective May 24, 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 \$ 2,000.00 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. 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

Tamara Richmond
46 Shopping Plz #46
Chagrin Falls, Oh 44022
ATTN: Tamara Richmond

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

SIGNATURES:

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

Date

Provider's Representative

Date

Approved to Form

Sheila Salem, Assistant Prosecuting Attorney

**BUSINESS ASSOCIATE AGREEMENT
(Attachment A)**

This Agreement is entered into this 22 day of May, 2023, by and between Tamara Richmond (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:

Tamara Richmond
46 Shopping Plz #46
Chagrin Falls, Oh 44022
Tamara Richmond

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

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

Date

Contractor:

Signature

Date

Print name

LOCALLY FUNDED SERVICES AGREEMENT

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

1.) TERM

This Agreement shall be effective April 20, 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 \$ 4,000.00 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).

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

Timothy Rose
18309 Cranberry Ridge
Chagrin Falls Oh, 44023
ATTN: Timothy Rose

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

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

AUDITOR'S CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41

Geauga County, Chardon, Ohio, on this 2 day of June, 2023,
I HEREBY CERTIFY that the money required to meet the foregoing
agreement, contract, or obligation in the sum of \$ 4000
has been lawfully appropriated, authorized, or directed for such purpose
in that the amount of \$ 1524426.71 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 Evelyn Geith, Deputy Auditor.

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 20th day of April, 2023, by and between Timothy Rose (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:

Timothy Rose
18309 Cranberry Ridge
Chargin Falls Oh, 44023
Timothy Rose

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
Nancy Adams**

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

The previous Locally Funded Services Agreement for \$ 5,000.00 will be increased by \$ 10,000.00.
In total, this contract is not to exceed \$ 15,000.00 .

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 \$ 15,000.00 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:

2023
AUDITOR'S CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41

Geauga County, Chardon, Ohio, on this 6 day of JUNE, 2023,
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 \$ 154,426.71 is at this time unencumbered in
the account 2023-056-00-100. 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.

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

June 21, 2023

Resolution: 23-50(A)

WHEREAS the Geauga County Board of DD expects an accreditation review from the Ohio Department of Developmental Disabilities in early 2024;

WHEREAS preparation efforts are currently underway to ensure a favorable outcome;

WHEREAS, North East Ohio Network (NEON) offers services to County Boards of DD to assist with accreditation readiness;

NOW THEREFORE BE IT RESOLVED to approve the attached contract addendum with NEON for pre-accreditation review services in an amount not to exceed \$3,000.

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

MOTION: *Mrs. Keiper*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

E.R. Suttell 6/21/23

BOARD PRESIDENT, 6/21/23

BUSINESS ASSOCIATE AGREEMENT CONTRACT

This Agreement is entered into this 11th day of October, 2022, by and between the Geauga County Board of Developmental Disabilities, located at 8200 Cedar Road, Suite 3550, Chesterland, OH 44026, hereinafter referred to as "DD Board", and North East Ohio Network, located at 721 Boardman-Poland Road, Suite 103, Boardman, OH 44512, hereinafter referred to as "Business Associate", a Council of Governments organized according to the laws of the State of Ohio pursuant to Chapter 167 of the Ohio Revised Code. The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration for the "Term" which is defined as the time period beginning January 1, 2023 ("Effective Date") through December 31, 2023. Unless notification of termination is received by either party in accordance to Section twenty of this agreement, it will be assumed that both parties desire to extend and continue said agreement; it is provided that said agreement shall extend on a yearly basis under the same terms and conditions as contained in this agreement. This Agreement shall be in effect for the terms of the Service Contract.

FIRST ADDENDUM TO AGREEMENT

This is the first addendum to the 2023 agreement ("AGREEMENT") entered into on June 7, 2023, by and between the Geauga County Board of Developmental Disabilities, located at 8200 Cedar Road, Suite 3550, Chesterland, OH 44026, hereinafter referred to as the "Board", and North East Ohio Network COG, located at 721 Boardman-Poland Rd, Suite 103, Boardman, OH 44512, hereinafter referred to as "NEON", a Council of Governments organized according to the laws of the State of Ohio pursuant to Chapter 167 of the Ohio Revised Code.

All provisions of said AGREEMENT are restated herein and shall remain in full force and effect, except as explicitly changed in this addendum as set forth below:

The effective date of this addendum shall be June 7, 2023 and shall end on December 31, 2023.

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

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

1. Definitions

- a. *Applicable Law* means federal and Ohio law which applies to transactions and entities covered by this Agreement.

- b. *Applicable Requirements* means all of the following:
- i. applicable law;
 - ii. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and;
 - iii. the requirements of this Agreement.
- c. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- d. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated thereunder as may be amended.
- e. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
- f. *Protected Health Information* ("PHI") is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.
2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.
3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA privacy rules applicable to covered entities and business associates, and as follows:
- a. To complete the functions as listed in the Service Contract attached and incorporated hereinto as Exhibit A.
 - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;

- c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
5. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request to the extent permitted by law.
6. The Business Associate shall establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall conform to the requirements set for in applicable law for security of PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
7. The Business Associate shall immediately report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:
- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
 - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps individual should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
 - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
8. The Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to the DD Board of any subcontractors or agents who are to be given access to PHI.
9. The Business Associate shall make all PHI and related information in its possession available as follows:
- a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;

- b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.
10. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
 11. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the privacy regulations, and any amendments thereto.
 12. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Privacy Rules, including, without limitation, accountings required under 45 CFR 164.528
 13. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable requirements to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
 14. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
 15. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the privacy or security regulations shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
 16. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
 17. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
 18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
20. This Agreement may only be amended or modified by mutual written agreement signed by both parties. Either party may terminate this Agreement at any time with 120 day written notice sent by certified mail, return receipt requested, to the other party to such party's notice address as set forth in Section twenty-one of this Agreement.
21. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the DD Board:

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

To the Business Associate:

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

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

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

Date

Contractor:

John Vennetti, Council President

Date

Kelsi Garwood, Executive Director

Date

EXHIBIT A
NEON SERVICES PROVIDED TO GEAUGA COUNTY BOARD OF DD
January 1, 2023- December 31, 2023

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

Quality Assessment Registered Nurse Reviews

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

Fiscal Supports/Funds Management

- Manage and monitor Board funds in separate bank account
- Payment of bills authorized by the Board
- Submit Medicaid waiver match payments(s) to ODDD
 - a. NEON shall invoice the DD Board for an amount not to exceed \$5,000,000 in total for calendar year 2023. Invoice amounts and timeframes will be determined via consultation between representatives of the DD Board and NEON, with the first payment occurring within the first quarter of 2023.

Pre-Accreditation Review: (First Addendum 6/7/2023)

The Board agrees to:

- Make necessary Board Personnel, Documentation, and Policies and Procedures available to the Pre-Accreditation Review team.
- Respond timely to all requests made by the NEON Accreditation Review team in order to achieve the desired outcome.

NEON agrees to:

- NEON will perform an on-site Pre-Accreditation Review in the following areas as requested:
 - Section 1 Service Planning
 - Section 3 Behavior Support
 - Section 6 MUI/UI
 - Section 7 Personnel
 - Section 10 Title XX
 - Section 11 Early Interventions
 - Section 14 Waiver Administration Activities
- NEON will be on site one to five days to conduct the pre-accreditation review.
- NEON will conduct an exit interview with County Board personnel to discuss findings, recommendations, and accreditation readiness.
- The review will take place at the Geauga County Board Administrative office located at 8200 Cedar Road, Suite 3550, Chesterland, OH 44026.

- The review will commence and be completed at an agreed upon date(s) within the time period of July 1, 2023 through December 31, 2023, and will include an exit conference.

B. Services Fees for Calendar Year 2023:

- Quality Assessment Registered Nurse Reviews
 - \$15,000 per year
 - Mileage Reimbursement - Reimbursement of mileage, excluding RN's normal start/end time from home to the GCBDD office; if the start/end location is other than the GCBDD office, mileage will be reimbursed for any miles in excess of the normal miles to the office. Mileage reimbursement will be calculated using the IRS Rate in effect at the time of travel.
- Fiscal Supports/Funds Management
 - \$4,250 per year
- Membership Fee
 - \$8,000.00 per year
- Pre-Accreditation Review (**First Addendum 6/7/2023**)
 - \$3,000 inclusive of all travel time and mileage

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

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-51(A)

BE IT RESOLVED to approve canceling the scheduled Board meeting on August 16, 2023, at 6pm.

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

MOTION: *Mrs. Keiper*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

ER Suttell 6/21/23

BOARD PRESIDENT, 6/21/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-52(A)

BE IT RESOLVED to approve the following disposal of assets item:

- 3 old/broken office chairs

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

MOTION: Mr. Lair

SECOND: Mrs. Keiper

DISCUSSION:

ROLL CALL:

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

ER Suttell 6/21/23
BOARD PRESIDENT, 6/21/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-53(A)

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

MOTION: *Mr. Lair*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

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

EP Suttell 6/21/23
BOARD PRESIDENT, 6/21/23

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-54(A)

BE IT RESOLVED to approve the attached salary range changes.

BE IT FURTHER RESOLVED to approve an increase of \$1.50/hour for positions in range 4, and \$2/hour for positions in range 5.

BE IT FURTHER RESOLVED to approve a 5 % pay raise for positions in salary ranges 1, 2, and 3.

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

MOTION: Usdy Keiper

SECOND: Dick Suttell

DISCUSSION:

ROLL CALL:

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

CK Suttell 6/21/23
BOARD PRESIDENT, 6/21/23

New Salary Ranges - 2023

| | | <u>Range</u> |
|---------|--|------------------------|
| Level 1 | Director of Business Operations | \$75,000 - \$115,000 |
| | Director of Community and Support Services | \$35.06 - \$55.29 |
| Level 2 | OT/PT/Speech/Music | \$70,000 - \$104,000 |
| | | \$33.65 - \$50.00 |
| Level 3 | EI/HMG Manager | \$55,000 - \$85,000 |
| | Employment First Manager | \$26.44 - \$40.87 |
| | Investigative Agent | |
| | HR Coordinator | |
| | Fiscal Coordinator | |
| | SSA Manager | |
| | Behavior Support Coordinator | |
| Level 4 | EI Supervisor | |
| | Manager of Buildings and Grounds | \$42,120 - \$75,000.00 |
| | EI Specialist | \$20.25 - \$36.06 |
| | HMG/EI Service Coordinators | |
| | Service and Support Administrators | |
| | Transportation Coordinator | |
| | School Age Coordinator | |
| | Provider Compliance Sp. | |
| Level 5 | Data Specialist | |
| | Administrative Assistants/Clerks | \$33,280 - \$55,000 |
| | Custodial Supervisor | \$16.00 - \$26.44 |
| | Custodians/Maintenance | |
| | Pool Coordinator | |
| | SSA Associate/Assistant | |

Revised - June 2023

Yearly Salary figures based on 40 hr/week

GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

June 21, 2023

Resolution: 23-55(A)

BE IT RESOLVED to approve an increase to Donald L Rice II, Superintendent

in the amount of 5% to become effective

as of payroll #17.

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

MOTION: Mark Jackson

SECOND: Dick Suttell

DISCUSSION:

ROLL CALL:

Mrs. Janson Yes No Abstain

Mr. Suttell Yes No Abstain

Mrs. Keiper Yes No Abstain

Mr. Lair Yes No Abstain

Mr. Jackson Yes No Abstain

Mr. Miller Yes No Abstain

Mrs. Wilder Yes No Abstain

 6/21/23
BOARD PRESIDENT, 6/21/23