

**Minutes of the February 3, 2023  
Buckeye Hills Regional Council Executive Committee Meeting**

The Buckeye Hills Regional Council (BHRC) Executive Committee meeting was held February 3, 2023. The meeting was held at Buckeye Hills, Marietta, Ohio.

In attendance were:

<b>OFFICERS:</b>	Kevin Ritter, Treasurer Chasity Schmelzenbach, Secretary (non-voting member per Bylaws)	Washington County BHRC Executive Director
<b>EXECUTIVE COMMITTEE:</b>	Steve Patterson Zach Manuel Brian Howard Diane Burkhart Ty Moore Jeff Dennis Josh Schlicher	City of Athens Meigs County Meigs County (Private Sector) Monroe County Noble County Perry County (Private Sector) City of Marietta
<b>GENERAL POLICY COUNCIL:</b>	James Booth Jeff Dickerson Gary Goosman	Washington County Hocking County Village of Amesville
<b>GUEST:</b>	John Carey Jason Gintert Brad Kennedy Danielle Mason Dawn Schultheis Juli Stephens	Governor's Office of Appalachian Ohio IX Office of U.S. Senator Vance Office of Ohio Attorney General Yost OSU Extension – Noble County Office of Congressman Wenstrup
<b>STAFF:</b>	Ryan Collins Kate Dunn Julia Hinzman Michelle Hyer Denise Keyes Angie Lawrence Sam Miller Brad Peoples Amanda Reeder Jada Riley Jenny Simmons Drew Tanner Rhonda Varhola Dawn Weber Jennifer Westfall Melissa Zoller	Special Projects Manager Broadband Special Projects Manager RISE Ohio Mobility Manager Program Manager/OPWC Liaison Fiscal Director HR & Payroll Manager Development Director Development Specialist II Communications Specialist Development Specialist III Executive Assistant Communications Director Provider Develop. Risk Assess. Manager Home Care Director Aging & Disability Director Transportation Manager

**CALL TO ORDER**

Kevin Ritter, Treasurer, called the meeting to order.

## **ROLE CALL**

Chasity Schmelzenbach, Executive Director, conducted roll call.

## **CONSENT AGENDA**

Steve Patterson moved to approve the consent agenda which included the minutes from the December 2, 2022 meeting; Statement of Activities, Administrative Expense YTD; Quarterly Budget Adjustment; Aging and Disability Programs Services and Funding Report for period July 1, 2021 through December 31, 2022, Grant Agreements Received and Executed for December 2022 - January 2023 and Division and Director's Reports. Zach Manuel seconded the motion. All yeas. Motion carried.

## **RATIFICATION OF ACTION FOR JANUARY REQUEST FOR APPROVAL OF EXPENDITURE**

Josh Schlicher moved to approve the ratification of action by officers for the January expenditure in the amount of \$18,966.69 for the replacement of two agency servers that exceeded useful life. Brian Howard seconded the motion. All yeas. Motion carried.

## **REQUEST FOR APPROVAL OF EXPENDITURE FOR FEBRUARY**

Brian Howard moved to approve the February expenditures in the amount of \$25,000 for Aging Program Outreach advertising to increase consumer referrals and enrollments. Steve Patterson seconded the motion. All yeas. Motion carried.

## **WHAT IS AND WHY USE AN INTERNET EXCHANGE?**

Jason Gintert, CTO/Board of Ohio IX, presented information on the Ohio's Internet Exchange to the members.

## **LEGISLATOR AND PARTNER AGENCY UPDATES**

Brad Kennedy, Office of U.S. Senator Vance, provided updates from the office to the members. Juli Stephens, Office of Congressman Wenstrup, provided updates from the office to the members. John Carey, Governor's Office of Appalachia, provide updates from the office to the members. Danielle Mason, Office of Ohio Attorney General Yost, provided updates from the office to the members.

## **REGIONAL TRANSPORTATION PLANNING ORGANIZATION (RTPO) UPDATE**

Steve Patterson moved to approve the Resolution Approving the 2023 – 2045 Long Term Range Transportation Plan. Josh Schlicher seconded the motion. All yeas. Motion carried.

## **STAFF SPOTLIGHT**

Jada Riley, Development Specialist III, provided an overview of the projects she is currently working on to the members.

## **EXECUTIVE DIRECTOR REPORT**

Chasity Schmelzenbach provided an update to the members:

- The Ohio Health Assessment Survey is due to the Ohio Department of Health by Feb. 9<sup>th</sup>.
- ODOT launched New Road Funding Solutions Site and Survey. This is a website providing public education on Ohio's road funding issues and possible solutions.
- OU Voinovich School Governing Essentials for local elected officials is scheduled to begin Feb. 24<sup>th</sup> and is limited to 30 participants. Scholarships are available for participants from Appalachia Ohio.
- The BroadbandOhio Digital Opportunity Summit is scheduled to take place on Feb. 16<sup>th</sup>.
- Governor DeWine held his State of the State Address on January 31<sup>st</sup>. Highlights from the speech can be found in the Director's Report supplied at the meeting.
- Current initiatives for Buckeye Hills include:
  - The Ridges
  - Appalachian Community Grant Program

**CITIZEN PARTICIPATION**

No citizens present wished to address the committee.

**OTHER BUSINESS**

Kevin Ritter asked the members to review, sign and leave the Conflict of Interest and Code of Ethic forms at their spot for staff to collect following the meeting.

**ADJOURMENT**

With no other business, Josh Schlicher moved to adjourn the meeting. Steve Patterson seconded the motion. All yeas. Motion carried.

Approved By: \_\_\_\_\_  
Chasity Schmelzenbach, Secretary

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

DRAFT



## STATEMENT OF ACTIVITIES

July 1, 2022 through January 31, 2023

### **YEAR TO DATE ADMINISTRATIVE EXPENSE DETAIL**

Administrative Expenses for Fiscal Year 2023 totaled \$3,533,525.48 at January 31. This total represents 56.33% of the Council's administrative budget utilized. Total spending for this time period is budgeted to be 58%. Individual line item budgets and expenses are monitored monthly to ensure funds are utilized appropriately and budget revisions are requested from funding agencies as needed. The cumulative Indirect Cost rate for this period is 48%. Projected Indirect Costs for Fiscal Year 2023 are 50.69%.

### **AGING AND DISABILITY PROGRAMS SERVICES & FUNDING REPORT**

The Aging and Disability Division worked with various service providers and helped administer a multitude of direct service programs to eligible residents of our eight-county region. Between July 1 and January 31, more than \$5 million in direct service dollars were utilized to provide the units of service listed in the report. BHRC continues to support our provider network to evaluate the needs of the communities and serve area seniors in the best way possible.



**Administrative Expense Detail**  
**For the Period July 1, 2022 - January 31, 2023**

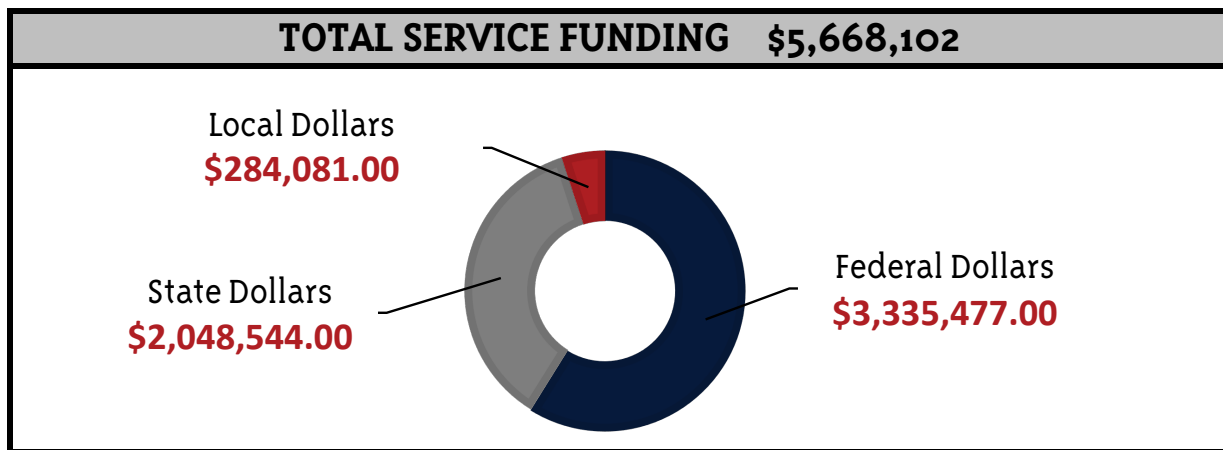
	2022 Actual	YTD	2023 YTD Actual	2023 Budget	% of Budget
Salary	\$ 1,723,513.02		\$ 1,855,702.45	\$ 3,234,826.00	57.37%
Fringe Benefits	\$ 782,427.04		\$ 849,904.66	\$ 1,620,331.00	52.45%
Advertising	\$ 77,152.11		\$ 138,863.33	\$ 250,000.00	55.55%
Audit Costs	\$ 13,470.00		\$ 18,470.00	\$ 30,000.00	61.57%
Building Maintenance	\$ 5,262.00		\$ 6,859.80	\$ 11,000.00	62.36%
Communications	\$ 55,934.30		\$ 58,489.05	\$ 102,300.00	57.17%
Conference Registration Fee	\$ 14,934.00		\$ 21,731.00	\$ 40,000.00	54.33%
Contract Services	\$ 43,701.18		\$ 25,602.50	\$ 83,602.00	30.62%
Employee/Governing Board	\$ 10,200.80		\$ 14,012.16	\$ 25,000.00	56.05%
Equipment Purchase/Maintenance	\$ 4,757.69		\$ 14,915.11	\$ 18,350.00	81.28%
Insurance	\$ 42,062.93		\$ 33,415.16	\$ 40,000.00	83.54%
Legal Costs	\$ 7,141.25		\$ 1,942.50	\$ 3,500.00	55.50%
Organizational Dues	\$ 20,460.00		\$ 48,298.57	\$ 54,250.00	89.03%
Other Costs	\$ 7,568.12		\$ 15,014.93	\$ 20,000.00	75.07%
Postage	\$ 9,524.29		\$ 9,000.00	\$ 21,408.00	42.04%
Printing Costs	\$ 6,964.78		\$ 15,997.60	\$ 20,000.00	79.99%
Software & Licenses	\$ 59,938.51		\$ 49,496.70	\$ 87,683.00	56.45%
Space	\$ 148,948.88		\$ 148,948.89	\$ 255,342.00	58.33%
Staff Training Fees	\$ 1,534.35		\$ 14,614.37	\$ 15,000.00	97.43%
Subscriptions	\$ 2,222.80		\$ 6,033.06	\$ 9,000.00	67.03%
Supplies	\$ 109,252.87		\$ 82,909.01	\$ 141,839.00	58.45%
Travel - Mileage Reimbursement	\$ 18,960.85		\$ 55,795.51	\$ 94,903.00	58.79%
Travel - Out of Town Expense	\$ 26,810.99		\$ 47,509.12	\$ 94,903.00	50.06%
<b>TOTAL EXPENSES FOR THE PERIOD</b>	<b>\$ 3,192,742.76</b>		<b>\$ 3,533,525.48</b>	<b>\$ 6,273,237.00</b>	<b>56.33%</b>
<b>INDIRECT COST RATE FOR THE PERIOD</b>		<b>48%</b>	<b>48%</b>		

# Buckeye Hills Regional Council

## Aging and Disability Programs Services & Funding Report

July 1, 2022 - January 31, 2023

SERVICES PROVIDED		
Direct Service Hours Provided	Transportation Trips	Adult Day Service Days Attended
<b>183,996</b>	<b>6,918</b>	<b>1,274</b>
Adult Day Service Miles Traveled	Meals Provided	Home Medical Equipment & Emergency Response Units
<b>5,159</b>	<b>157,771</b>	<b>1,179</b>
Legal Services Contacts	Home Accessibility Modification And Pest Control Jobs	Senior Farmers Market Coupons Redeemed
<b>576</b>	<b>12</b>	<b>17,811</b>
Grocery Shopping and Delivery	Telephone Reassurance	Evidence Based Classes
<b>242</b>	<b>563</b>	<b>343</b>
Assisted Living Days	Alzheimers Education Contacts	Senior Volunteer Hours
<b>8,128</b>	<b>141</b>	<b>0</b>



REGIONAL STATS		
Total Consumers Served	Total Population	Total Population Eligible for Services by Age (60+)
<b>3,375</b>	<b>249,172</b>	<b>65,746</b>



## GRANT AGREEMENTS RECEIVED AND EXECUTED FEBRUARY 2023

PROGRAM NAME	FUNDING AGENCY	GRANT PERIOD	AMOUNT
PY 2023 Senior Farmers Market Nutrition Program	Ohio Department of Aging	January 1, 2023 to November 30, 2023	\$78,959
CY 2023 Mobility Management	Ohio Department of Transportation	January 1, 2023 to December 31, 2023	\$178,400
CY 2023 Non-Emergency Medical Transportation	Ohio Department of Transportation	January 1, 2023 to December 31, 2023	\$156,000

**CURRENT INITIATIVE/NEWS**

**State Budget Updates** | Request/Recommendations submission from ODA and ODM to Governor

**Increase rates for Individuals who are elderly, physically and developmentally disabled ODA and ODM Waiver such as PASSPORT, Ohio Home Care, Assisted Living and MyCare**

<i>Service Delivery</i>	<i>% Increase</i>	<i>Increase in Millions (Biennial)</i>
Nursing	19.9%	\$82.0
Personal Care/Aide	29.9%	\$395.8
Adult Day	7.0%	\$1.4
Home Delivered Meals	22.2%	\$24.6
Asst Living	48.0%	\$85.7
Other Waiver Services	7.6%	\$4.2

**Policy Changes**

- **Adding self-direction** to the Ohio Home Care waiver and ensuring the enrollment process for self-directed caregivers is improved over what exists today in other waivers. Individuals served by the waiver have been vocal and supportive of expanding self-direction. It has the added benefit of providing some relief to workforce shortages.
- **Adding structured family caregiving** to the PASSPORT, Ohio Home Care, and MyCare waivers to address workforce shortages and caregiver burnout that can lead to unnecessary and expensive institutionalization.
- **Adding remote monitoring** to the Ohio Home Care, PASSPORT, and MyCare waivers to address workforce shortages.
- **Revising assisted living rates** for services through the Assisted Living and MyCare waivers and creating a new add-on **payment for the extra services required by individuals with dementia to assure their safety**. Recommendations from the Ohio Department of Aging Dementia Taskforce support the need for a dementia care rate adjustment.
- **Reviewing the need for existing licensure requirements** for homemaking service providers to relieve some of the pressure of workforce shortages.
- **Streamlining the enrollment process** in PASSPORT and MyCare waivers for self-directed caregivers, due to consumer advocacy as well as helping to address workforce shortages.
- **Adding vehicle modification** for PASSPORT, Ohio Home Care waiver, and MyCare waivers to ensure individuals have the same access that exists on other waivers today and to ensure individuals can live a productive and independent life in the community and avoid unnecessary institutionalization.
- **Allowing ramps and minor home modifications** to non-waiver individuals who have a potential to fall. This will help individuals remain healthy, stay at home, and avoid unnecessary and expensive institutionalization.
- Ensure people with developmental disabilities have access to ICF options by **increasing the direct care component** of the ICF reimbursement rate and increasing the daily rate for ICFs **supporting people who need ventilator support**.
- **Waiver redesign** work being performed by DODD **for the HCBS waivers based on a DD level of care** will redesign the waiver services system that supports people with developmental disabilities and their families. The work will focus on modernization, and simplification of current processes related to assessments, funding, rate setting, data collection, and establishing individual budgets.

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- **Implementing the modernization of adult day services** for people with developmental disabilities supported by DODD. This work will implement workgroup recommendations to increase the flexibility of services, better support those with complex needs, and pay for quality.
- **Continuing efforts for ongoing waiver alignment** including an effort to greater define roles of waiver service coordinator and case manager for MyCare.
- **Developing a clearer definition of waiver service coordination responsibilities** and ensuring appropriate reimbursement in collaboration with the Area Agencies on Aging.
- **Improving care coordination** efforts in MyCare especially for those with behavioral health needs.
- **Expanding PACE, led by the ODA**, to provide an alternative to individuals looking for better integration of care between Medicare and Medicaid.

**Ohio Association of Area Agency on Aging Budget Priorities 2024-25**

**Equal Access to Home Care** | Eliminate waitlists and ensure parity across programs to meet the growing needs of older adults and people with disabilities.

- Rate and wage increases; Streamlined housekeeping; Provider Engagement Coaches; Remove barriers to provider recruitment; Support Area Agencies and Aging

**Support Older Adults in the Community** | Enact policies and support programs that enable us all to continue to be active members of our communities and have options as we age.

- Increase Adult Day services; Increase Senior Community Services funding; Rate increase for Assisted Living Waiver; Affordable housing initiatives; Additional funding for Adult Protective Services

**Medicaid Unwinding** | The Public Health Emergency (PHE) is slated to end May 11<sup>th</sup> resulting in the end of continuous coverage for individuals currently eligible for Medicaid benefits. This is in pursuant to the Consolidated Appropriation Act of 2023. Loss of some benefits will begin to impact individuals in late March (ie; SNAP nutrition benefits).

**Healthy Aging Grants** | The Ohio Department of Aging has requested funding for grants that will be distributed at the county level for aging services. A minimum of \$100,000, plus an additional amount based on census, will be distributed to each Ohio county in partnership with County Commissioners. These will be one-time funds that must demonstrate a measurable and reportable impact. If approved, the Ohio Department of Aging will contract with each of Ohio’s 88 counties for increased senior services.

**Program & Service Update**

**Senior Farmers Market** | Contracts for farmers are now open and available. BHRC is in great need of farmers located in Monroe and Noble counties. If you know of any farmers who might be interested, please forward the program information or refer them to Janie at [jcollins@buckeyehills.org](mailto:jcollins@buckeyehills.org)

**BHRC’s Housing Grant and Home Modification Program** | In need of independent contractors to complete general contracting work. Types of work completed include bathroom remodels, ramps, doorways and minor roof repairs. Please reach out the Dave at [dherbert@buckeyehills.org](mailto:dherbert@buckeyehills.org) if you have any questions or a referral.

Assessments completed January 1<sup>st</sup> to January 31<sup>st</sup> 2023

Athens	14
Hocking	7
Meigs	4
Monroe	0
Morgan	6

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Noble	5
Perry	11
Washington	19
Total	66

## PASSPORT AND ASSISTED LIVING CASELOAD REGIONWIDE

- Current PASSPORT caseload is **748 individuals and 54 individuals** on the Assisted Living Waiver.

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**CONTACT:** Jennifer Westfall, Aging and Health Director | [jwestfall@buckeyehills.org](mailto:jwestfall@buckeyehills.org), 740-376-1038  
Dawn Weber, Home Care Director | [dweber@buckeyehills.org](mailto:dweber@buckeyehills.org), 740-376-1041

## **CURRENT INITIATIVES**

**HEAP Outreach** | Winter/Regular Program outreach is occurring with weekly social media posts. Billboards are up in all eight counties and will continue through March promoting the program and directing consumers to their local Community Action Agencies.

**Aging Outreach** | A major media campaign is underway to encourage individuals in need of in-home care to call our 800-number. The campaign is utilizing television, local newspapers, and digital advertising through the months of February and March.

Upcoming Events:

Perry County Senior Expo- March 24 (sponsoring)

Matter of Balance Aging Overview – March 29

If there is an upcoming outreach event in your community we should attend or a civic group that would like to have a speaker on Aging topics, please contact Amanda Reeder at [areeder@buckeyehills.org](mailto:areeder@buckeyehills.org).

**Medicare Outreach** | General Medicare posts and information on Extra Help, Medicare Savings Programs, and Preventative Services run on a weekly basis across our social media channels. A round of Medibags with Medicare information and advertising is being distributed this month to pharmacies in six of our eight counties. These include Washington, Monroe, Meigs, Athens, Hocking, and Perry. There are a total of 144,000 bags in this print.

**Vaccine Outreach | Vaccine ads concluded last month.** A total of over 1,800 spots aired from the end of November through the middle of February. Stations include Results Radio, WMOA, WATH, WYVK/WBYG/WTHQ, and WYBZ.

**Annual Report & LDD Report** | The Communications team is compiling the 2022 annual report, which will be presented at the April 7 meeting of the BHRC General Policy Council. The LDD Return on Investment Report has been compiled with the help of the other three LDDs and will be presented to our federal legislators and agency staff at the NADO DC conference in March.

**Open Meetings and Open Records Procedures** | The Communications Director is working with the BHRC leadership team to review and update our Open Meetings and Open Records procedures to ensure our continued transparency and compliance with Ohio's Open Meetings Act and Ohio Public Records Act.

**Website Usability Questionnaire** | The Communications Team is reviewing the usability and features of our website, buckeyehills.org, which saw its last significant update in January 2019. **Please watch your email for a website usability questionnaire in March.** We will also share the link in our weekly Member & Partner Update. Your responses will help shape the functionality of our website, the information it contains, and ensure that it continues to be a useful resource for the communities we serve.

**Website Updates** | The Communications Department updated buckeyehills.org to reflect the new alignment of our four divisions (Aging & Health, Home Care, Planning, and Development).

## NEWS

- **Recent Press Releases & Notices**

- February 5, 2023: [Buckeye Hills Celebrates Ohio Loves Transit Week February 5-11](#)
- February 8, 2023: [ARC POWER Applications Due April 19](#)
- February 8, 2023 – Athens Messenger: [Vance representative says senator wants to help improve broadband access, infrastructure in Southeast Ohio](#)
- February 14, 2023 - [Call for Projects: BHRC Brownfields Assessment Program](#)
- February 16, 2023 – Athens Messenger: [OU to host town hall talks on The Ridges](#)
- February 17, 2023 – Athens Messenger: [Athens County to help pay for age-friendly employee at health department](#)
- February 20, 2023 – The Journal-Leader: [Federal and State Pre-Applications Now Open for Local Projects](#)
- February 23, 23 – Logan Daily News, River Cities Tribune & Register: [Buckeye Hills chosen to lead Southeast Regional Digital Inclusion Alliance](#)
- February 24, 2023 – GovTech.com: [Support for Internet Key to Getting Rural Areas Connected](#)

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**CONTACT INFO:** Drew Tanner, Communications Director | dtanner@buckeyehills.org | 740-376-1030

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## CURRENT INITIATIVES

**Appalachian Community Grant Program Planning Begins** | Buckeye Hills Regional Council has started to convene the subcommittees for projects to be submitted to the next rounds of ACPG. With the procured planners being approved by the State Controlling Board on Feb. 27, we will begin connecting communities to the planners to get their needs met.

**Buckeye Hills Selected to Lead Regional Digital Inclusion Alliance** | BHRC will serve as collaborative partners to BroadbandOhio, bringing together diverse stakeholders to coordinate regional planning efforts, support digital inclusion activities, and collect local feedback to better inform Ohio's Digital Equity Plan. In turn, BroadbandOhio will amplify local and regional digital inclusion successes and ensure Ohio's plan best meets the needs of all Ohioans. The map to the right shows the region in gray we will coordinate.



**Project Profiles Open for ARC Funds** | Completing Buckeye Hills Regional Council's online Project Profile questionnaire is the first step for local officials working with us to pursue project funding from the Appalachian Regional Commission and other state and federal partners. **The deadline to submit Project Profiles is March 31, 2023, at 4:00 p.m.** Submitted projects should focus on supporting local business, workforce development, community infrastructure, and regional culture and tourism. Profiles may be submitted online at [buckeyehills.org/project-profiles](https://buckeyehills.org/project-profiles). For questions or further information regarding Project Profile submissions, please contact Michelle Hyer at [mhyer@buckeyehills.org](mailto:mhyer@buckeyehills.org) or 740-376-1025.

**Recreation Economies for Rural Communities** | The Recreation Economies for Rural Communities (RERC) Beverly/Washington County Steering Committee is preparing for a community workshop in Spring 2023 at the Beverly-Waterford Rescue Squad building. Jada Riley, Development Specialist, sits on the steering committee as Buckeye Hills' representative. A Self-Assessment on the village's recreational assets and local commerce was completed in the first half of Phase I, along with a vision for the future of outdoor recreation for the village. The steering committee along with program consultant Northbound Ventures established a date for the workshops of March 21st and 22nd. The agenda for the community workshop will be published at the next meeting in Phase I of the program.

## NEWS

### Program & Service Updates

**Arts & Economic Prosperity 6 Study** | In addition to survey collection by BHRC staff, collection of the survey by our area venues has increased. We continue to raise awareness of the survey in our community and have established venues who are fully involved in the process of distributing and collecting both paper and online surveys. Our goal is to increase the number of venues that feel comfortable using their own staff and volunteers to collect the survey as it will only widen the scope of data we are trying to capture in our region. We are utilizing the help of the Ohio Arts Council's marketing team to help spread the message of what we're trying to do with the survey. Finally, we are putting as many dates as possible on our calendar that BHRC staff are able to attend. These are events where the venue's staff and volunteers are limited.

**Development Staff Changes** | In February, Ryan Collins was promoted to Program Manager and will handle the ARC programs. Kate Dunn was promoted to a Senior Planner and moved into the Planning Division. Emma Yeager was hired as a Development Specialist and started on Feb. 27.

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## STAFF UPDATES

- **Brandi Beaver** reached out to over 200 community partners in her counties and has started setting up in person meetings to discuss ways that she can assist them with their projects and events
- **Ryan Collins** officially started as Program Manager and will be working on our Broadband and ARC Programming. He has also been preparing to submit a bulk challenge to the FCC fabric map, continues to support ACGP efforts, will be attending the NDIA conference and will be sharing our expertise in digital equity on a panel.
- **Michelle Hyer** has been working closely with other co-workers and GOA on the Appalachian Community Grant Program. She is currently working on training Jada Riley on the OPWC program and kicking off the new round of funding. Michelle has also been working closely with Brad Peoples, recently hired Development Specialist on the transition of programs/projects and transitioning the ARC program to Ryan Collins.
- **Brad Peoples** has been working closely with Michelle Hyer to learn the programs. He also hosted his first OneOhio Region 12 Committee on Feb. 24.
- **Jada Riley** has been working on being trained on the OPWC program and kicking off the new round of funding with Michelle Hyer.

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**CONTACT:** Sam Miller, Development Director | [smiller@buckeyehills.org](mailto:smiller@buckeyehills.org) | 740-376-1028

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## **CURRENT INITIATIVES**

**Policy** | BHRC has implemented a policy prohibiting the downloading, accessing and use of certain social media applications on BHRC devices. This policy will be incorporated into our employee handbook. Policy is attached.

**Employee Handbook** | The BHRC employee handbook is currently being reviewed for necessary updates and/or any policy changes. Any changes will be taken to the Management Committee in May 2023.

**Ohio University Strength Finder** | In conjunction with OU, all BHRC staff will be participating in a Strength Finder Assessment and workshop. Employees will learn their five strongest talents and hopefully increase their effectiveness as leaders, gain a better understanding of themselves, and learn how to maximize those strengths.

**Community Health Worker** | BHRC will be creating a new position for a Community Health Worker (CHW). The CHW will work closely with healthcare providers, primary care teams, and social service agencies to provide short-term care coordination, connection to resources, and support to program clients to improve their health and general well-being through education and services.

## **STAFF UPDATES**

- **Kate Dunn**, current Special Project Manager has accepted a Senior Planner position within the Planning Department, effective February 6.
- **Ryan Collins**, current Special Project Manager has accepted a Program Manager position within the Development Department, effective February 6.
- **Beth Cain**, current Care Management Coordinator has accepted an Assessor position within the Aging Department, effective February 9.
- **Emma Yeager** has accepted a Development Specialist position, effective February 27.

## **UPCOMING**

- **May 18** BHRC will hold a virtual all-staff meeting

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**CONTACT INFO:** Angie Lawrence, Human Resources Manager | [alawrence@buckeyehills.org](mailto:alawrence@buckeyehills.org) | 740-376-1031

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**Prohibition of Certain Applications, Platforms, and Websites**

BHRC recognizes the necessity of maintaining a safe and effective operation of cybersecurity for both employees and contractors. The following initiatives are following the State of Ohio Executive Order 2023-03D and are to protect cybersecurity vulnerabilities and threats.

Under China’s 2017 National Intelligence Law, businesses located in China are required to assist the Chinese government in intelligence work, including data sharing with the Chinese Communist Party (“CCP”). Social media applications and platforms operating in China engage in surreptitious data privacy and cybersecurity practices to include collecting personal information, behavioral use data, biometric data, and other data contained on the devices of its users. These social media applications and platforms are known to directly or indirectly act as an intelligence gathering mechanism for the CCP by sharing sensitive personal and business information and data obtained from its users and their devices with the CCP. These surreptitious data privacy and cybersecurity practices pose national and local security and cybersecurity threats to users of these applications and platforms and the devices storing the applications and platforms.

BHRC will not permit its owned or leased devices to act as a source to provide information to the CCP. BHRC prohibits the download, accessing, and/or using of any social media application, channel, and platform that is owned by an entity located in China. If you are unsure of the origin of an app you wish to download, please check with the IT Director before downloading and using.

I have read, understand, and agree to the above policy.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## NEWS

### Program & Service Updates

- **Specialized Transportation 5310 In and Out of County Non-Emergency Medical Contracts** | After releasing a Request for Proposals, BHRC will award one contract for non-emergency medical transportation to Green Cab in the amount of \$156,000.
- **USEPA Brownfield Assessment Grant** | BHRC has entered into a contract with Burgess and Niple for Phase I and II assessment of former brownfield sites in the region.
- **Regional Coordinated Plan for Transportation** | BHRC is reviewing the responses to the RFP for the eight-county regional coordinated plan for transportation.
- **Draft list of the TRAC projects has been released** | The meeting will be held March 29 to determine final list of approved projects. US33 in Athens and Meigs county project is on the draft list which will allow for the expansion of four lanes these are the last two segments of US 33 that need to be developed allowing for safe, efficient and accessible transpiration system as a result of 20 years of planning.

### Staff Updates

- **Melissa Zoller, Planning Director**, working on the 2023 workplan, reviewing the second round of capital funds submissions, attending ACPG committee meetings and hiring staff for senior planners.
- **Kate Dunn, Senior Planner**, has been working on the administration of the Noble County Brownfield Remediation and Demolition and Site Revitalization grants. She has also been working on RISE Ohio project administration in addition to the administration of the Athens County Port Authority EDA grant.
- **Kelly Isaly and Julia Hinzman, Mobility Managers**, have attended the Ohio Department of Transportation Mobility Roundtable call was held on February 8, 2023. GOhio website will be up and running this year. This website will help individuals see available transportation providers in the areas they will be traveling. There will be a Mobility Management Retreat in April for 2 days at Mt Vernon. The Washington County Way2Go Transportation Advisory Meeting was held on February 14, 2023. During this meeting we touched on how we could promote the transit to get better participation. Updated committee on new evening services being provided for City of Marietta on a 6-month trial. Advised that Survey would come out in April. Presented at the Regional Advisory Committee RAC education on Mobility Management in SE Ohio. Noble County Transportation Advisory meeting was held on Feb 23, 2023. During the meeting we talked about the Survey being distributed in April and ways we can make sure we get participation with the community. Continue to participate in Belpre Study that is being sponsored by WWW for extended transit in Belpre Ohio.

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**CONTACT:** Melissa Zoller, Planning Director | [mzoller@buckeyehills.org](mailto:mzoller@buckeyehills.org) | 740-376-1027



## MANAGEMENT COMMITTEE REPORT

November 5, 2022 through March 3, 2023

### RESIGNATIONS/TERMINATIONS

Madelyn Brewer	Development Specialist 3	01/13/2022
Ashley Kratzenberg	Care Management Coordinator	01/27/2023

### RETIREMENT

None

### NEW HIRE

Ashley Kratzenberg	Care Management Coordinator	1/3/2023
Brad Peoples	Development Specialist 2	1/30/2023
Emma Yeager	Development Specialist 1	2/27/2023

### PROMOTIONS

None

### TRANSFERS

Ryan Collins	Special Project Manager	02/06/2023
Kate Dunn	Special Project Manager	02/06/2023
Beth Cain	Care Management Coordinator	02/09/2023

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## Community Health Worker Job Description

Approved: 3/2023

**Department:** Aging & Population Health  
**Reports To:** Aging & Population Health  
Director  
**FLSA Status:** Non-Exempt

**Prepared By:** Angie Lawrence  
**Prepared:** 03/2023  
**Updated:**

### SUMMARY

Under general supervision the Community Health Worker (CWH) is responsible for community health work to help individuals and their families navigate and access community services, other resources, and adopt healthy behaviors. Through home visiting, the CHW assists individuals in overcoming barriers to health, social services, education, and employment. The CHW also provides social support, informal counseling, and advocates for individuals and community health needs.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

Includes, but is not limited to the following:

- Assists in maintaining the Information and Referral Program.
- Maintains proper documentation of work activities according to PAA, ODA and ODM specifications.
- Provides counseling including assisting individuals in gaining access to any necessary services regardless of funding source.
- Conducts phone calls with individuals and/or their representatives in accordance with program specifications and within required time frames.
- Completes referrals to other programs/services and outside providers/agencies.
- Facilitates enrollment in Agency programs as well as external programs.
- Contacts and networks with individual's guardians to obtains signatures as needed.
- Coordinates assessment scheduling/rescheduling.
- Obtains and distributes community service information to individuals and/or their representatives.
- Maintains information, records, or reports as assigned.
- Uses the Pathways protocols for care coordination activities at all times in managing assigned caseload of individuals.
- Establishes trusting relationships with individuals and their families while providing general support and encouragement.
- Interviews individuals with problems such as personal and family adjustments, health, finances, employment, food, clothing, housing, utilities, and physical and mental impairments; completes appropriate monthly assessment (checklist/Visit form/Progress form) and enters information from home visits into database no later than two (2) business days after client visit.
- Follows up with individuals via phone calls, home visits and visits to other settings where individuals can be found.
- Provides referral for services to community agencies as appropriate, help individuals connect with transportation resources and provide appointment reminders.
- Advocates for client and acts as a liaison between the client/family and community service agencies (i.e., schools, hospitals, support groups, etc.).

- Counsels' client individually, in family or other small groups regarding plans for meeting needs and aids client to mobilize inner capacities and environmental resources to improve social functioning.
- Helps client and family through individual or group conferences to understand, accept, and follow medical recommendations.
- Determines client's eligibility for services such as financial assistance, insurance, and other programs in place to assist individuals and refers individuals to community resources and other agencies to meet identified needs.
- Attends CHW meetings, trainings and other meetings as requested.
- Understands the Agency's Conflict of Interest Policy and complies with the Ohio Aging Network's requirements for disclosure.
- Participates in training to maintain and improve job skills.
- Assists with and completes special projects as assigned.
- Performs duties with respectful communications & behaviors.

### **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **EDUCATION and/or EXPERIENCE**

Requires a high school diploma, and 2-3 years related experience.

### **SKILLS AND ABILITIES**

To perform this job successfully the person must be able to demonstrate that they possess the following skills and abilities:

- Knowledgeable about community resources appropriate to the needs of individuals/families.
- Knowledgeable in Microsoft Word and Excel.
- Effective time management practices (able to organize time, prioritize projects efficiently and effectively); de-escalation skills; problem-solving skills and managing change and conflict; and knowledge of computer software.
- Commitment to agency mission statement; able to develop trust and effective working relationships with staff members, individuals, families, and external & internal professionals; and strong information gathering/interviewing techniques.
- Ability to travel.
- Ability to communicate professionally, respectfully, and effectively.
- Ability to prioritize, organize and maintain accuracy in a fast-paced environment.
- Ability to make sound decisions and demonstrate critical thinking skills.
- Ability to relate well with individuals and community agencies.

**CERTIFICATES, LICENSES, REGISTRATIONS**

- A valid driver's license is required.
- Successful completion of the CHW training within 6 months of hire date and be certified through the Ohio Board of Nursing.

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee frequently is required to stand; walk; sit; and stoop, kneel, crouch, or crawl. The employee is occasionally required to climb or balance. The employee must regularly lift and/or move up to 10 pounds and frequently lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to outside weather conditions, extreme cold, and extreme heat. The employee is frequently exposed to wet and/or humid conditions and moving mechanical parts. The employee is occasionally exposed to high, precarious places; fumes or airborne particles; risk of electrical shock; and vibration. The noise level in the work environment is usually moderate.

**SIGNATURE AREA**

I have read and understand that this Position Description accurately reflects the knowledge, skills and abilities required to successfully fulfill the duties of this position. These duties are accurately described in the summary and list of essential and non-essential duties for this position.

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**Print Name**

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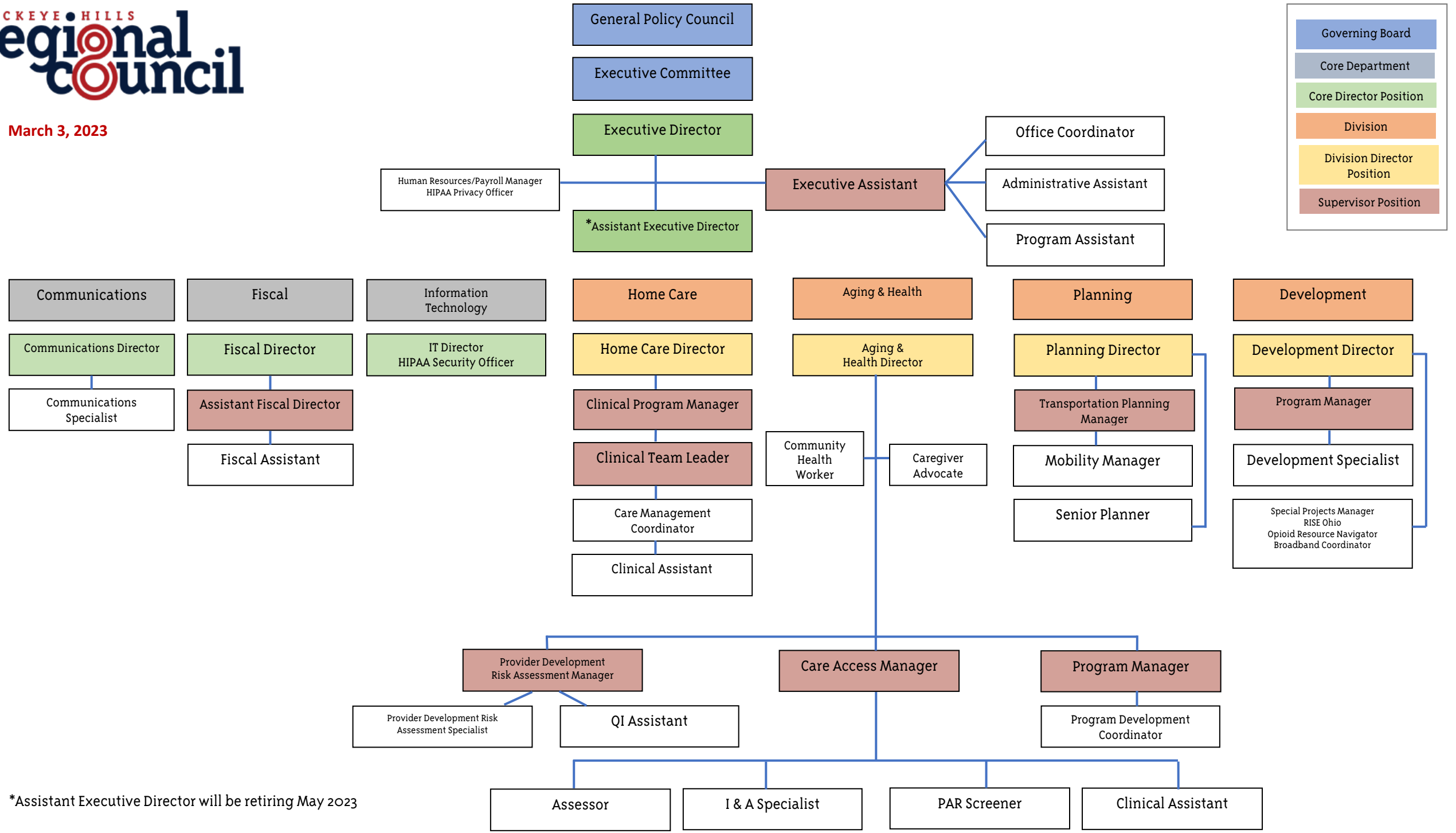
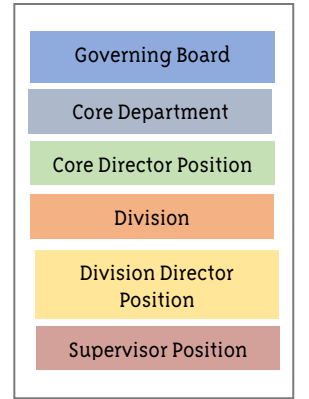
**Community Health Worker Signature**

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**Date**



March 3, 2023



\*Assistant Executive Director will be retiring May 2023



## Administrative Budget

July 1, 2023 to June 30, 2024

### Revenue

Federal Grants and Awards	\$3,514,667
State Grants and Awards	\$2,311,065
Local Cash	\$71,200
Contract Income	\$63,464
<b>Total Revenue</b>	<b>\$5,960,396</b>

### Expenditures

Personnel	\$3,150,155
Fringe Benefits	\$1,619,218
Operating Expenses	\$1,191,023
<b>Total Expenditures</b>	<b>\$5,960,396</b>

### Revenue Sources

Appalachian Regional Commission	\$239,400
Economic Development Administration	\$329,708
Fee for Service Contracts	\$63,464
Local Cash	\$71,200
Ohio Department of Aging	\$4,519,784
Ohio Department of Transportation	\$350,830
Ohio Development Services Agency	\$306,010
Ohio Public Works Commission	\$80,000



**OHIO DEPARTMENT OF TRANSPORTATION AUTHORIZING RESOLUTION  
CAPITAL COST OF CONTRACTING NON-EMERGENCY MEDICAL TRANSPORTATION  
MONROE AND WASHINGTON COUNTIES**

Resolution #2023/03-01

A resolution authorizing Buckeye Hills Regional Council to enter into a contract for Non-Emergency Medical Transportation with Athens Green Cab in an amount not to exceed \$156,000 to be used for residents of Monroe and Washington Counties.

**WHEREAS**, the Ohio Department of Transportation has concurrence with the procurement checklist of transit subrecipients and the selection of Athens Green Cab;

**NOW, THEREFORE, BE IT RESOLVED BY BUCKEYE HILLS REGIONAL COUNCIL**

1. That Chasity Schmelzenbach, Executive Director, is authorized on behalf of Buckeye Hills Regional Council to execute a contract with Athens Green Cab.
2. The undersigned duly qualified and acting of the Buckeye Hills Regional Council certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Buckeye Hills Regional Council

**Passed this third day of March, 2023**

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Ron Moore, President

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Lenny Eliason, Vice President

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**SPECIALIZED TRANSPORTATION 5310 IN AND OUT OF COUNTY NON-EMERGENCY MEDICAL  
CONTRACT/AGREEMENT**

This Agreement is made March 3, 2023 by and between Buckeye Hills Regional Council, having its office at 1400 Pike Street, Marietta, Ohio, hereafter designated as "BHRC" and **Green Cab**, with principal offices at **14 Cook Drive**, Athens, **Ohio**, hereinafter designated as the "Provider".

**WITNESSETH THAT**

**WHEREAS**, BHRC is authorized by the Ohio Department of Transportation to receive and disburse funds under Specialized Transportation (Section 5310) Program funds to monitor the expenditure of such funds to assist in the provision of services to seniors and individuals with disabilities; and

**WHEREAS**, Provider is qualified to utilize the funds under ODOT Specialized Transportation (Section 5310) Program funds to assist in meeting the human service and social needs of seniors and individuals with disabilities in order to promote independent living and thereby reduce institutionalization;

**NOW THEREFORE**, the parties agree hereto, intending to be legally bound hereby, as follows:

**TERM OF AGREEMENT**

This Agreement shall be effective March 3, 2023 and shall remain in effect through **December 31, 2023**, unless terminated by either party in accordance with the terms outlined in this Agreement.

**PROGRAM SERVICE INFORMATION**

1. The Provider hereby agrees to provide services in accordance with the Provider's submitted Proposal package and this contract.
2. The provider agrees to provide service(s) in accordance with the ODOT Specialized Transportation (Section 5310) Program funds, BHRC Policies and Procedures.
3. County to be served: **Washington and Monroe**
4. Trips per miles will be allocated in a manner that assures program operation for the full length of this Agreement as described in the Provider Proposal.
5. The Provider shall provide services to seniors and individuals with disabilities and use its best efforts to promote access to its services by seniors and individuals with disabilities low-income, minority and older individuals residing in rural areas.
6. The Provider is required to comply with any applicable federal circulars; federal, state and local laws and regulations.
7. This agreement is for the provision of goods or services paid with state funds through the ODOT Specialized Transportation (5310) Program. ODOT, in turn, allocated the state funds to the BHRC. The agreement is subject to federal laws and rules, state laws, and ODOT's rules.
8. If federal, state or local government regulatory authority prohibits the provider from providing the goods or services required by the agreement, the provider shall notify the BHRC of the disciplinary action and the BHRC shall, simultaneous to the date of the regulatory authority's disciplinary action, deem the provider to be ineligible to be paid with ODOT Specialized Transportation (Section 5310) Program funds for Providing goods or services to

consumers.

#### **PAYMENT FOR SERVICES OF SERVICE PROVIDED**

9. The funding sources for this Agreement are ODOT Specialized Transportation (Section 5310) Program funds distributed at the discretion of BHRC to appropriate programming services.
10. Monthly payment shall be made by BHRC. Payment for maximum mile reimbursement is subject to the terms and conditions as stated herein and may only be adjusted by written amendment, executed by both parties.
11. The Provider shall maintain a system of records that clearly tracks the generation of billable mileage reimbursement.
12. The Provider must submit required monthly financial and data reports. Monthly financial reports are due to BHRC by the 10<sup>th</sup> calendar day following the end of the service month to request and receive payment for authorized units of service provided in accordance with this Agreement, consistent with the Conditions of Participation and Service Specifications. If the provider fails to submit accurate reports as stated above, the Provider is in breach of this Agreement obviating BHRC otherwise normal obligation to pay the Provider for services rendered.
13. Under normal circumstances, BHRC will strive to process payments within 30 days of receipt of proper billing from the Provider.
14. BHRC monitors the utilization of all funds under this Agreement on a monthly basis.
15. All year-end final reports must be received by BHRC no later than the 10<sup>th</sup> day of **January 2024**. If the Provider's final report is not submitted correctly and timely, the Provider is in breach of this Agreement obviating BHRC otherwise normal obligation to pay the Provider for services rendered.
16. The Provider agrees to return any funds received for providing services if the provision of the services did not comply with the ODOT's Specialized Transportation (Section 5310) Program or any other law that regulates the Provider or services provided. Services must be appropriately documented as delivered and received by a client.
17. In the event this Agreement is terminated prior to the scheduled termination date, all final invoices must be submitted within 20 days of the termination.

#### **MODIFICATION**

18. Modifications to this Agreement must be in writing and agreed upon by both the Provider and BHRC.
19. Any amendments to laws, rule or regulations cited in this Agreement will result in a correlative modification to the Agreement without the necessity of executing a written amendment.

#### **RECORDS AND DOCUMENTS**

20. The Provider is required to retain any record relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by BHRC and for auditing by the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government for a minimum of three years. If a record is monitored or audited, the provider shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the provider to retain the record for more than three years.
21. The Provider agrees to allow BHRC or its designee the opportunity to review Provider records and visit their agency to observe for compliance with program requirements. The Provider agrees to maintain adequate and orderly records

and allow inspection of its books necessary for the BHRC to conduct a conduct a service delivery. The Provider agrees that if “errors or exceptions” result in an amount due to BHRC, and this Agreement has not expired, BHRC may reduce the amount due from future payments owed to the Provider. If this Agreement has expired, the Provider agrees to re-pay BHRC upon receipt of a proper invoice.

22. The Provider will maintain the following demographic data for active clients: name, AKA name if client goes by different name, address, home telephone number, client’s emergency contact name/telephone number, date of birth and gender.
23. The Provider must ensure that each client meets the eligibility requirements before services are initiated and, subsequently, at intervals determined to be appropriate to the client’s situation.

#### **TERMINATION OF AGREEMENT**

24. Termination of this Agreement by BHRC can result from continued poor performance of the Provider, changes within the structure and guidelines of the program, or lack of program funding.
25. BHRC may terminate this Agreement without obligation if ODA determines, through appeal process or monitoring, that the Agreement was entered into inappropriately.
26. The Provider can terminate this Agreement with 30 days written notice to BHRC that begins on the day of receipt of notice by BHRC.
27. The Provider may appeal any decision made by BHRC in regard to this Agreement as outlined in BHRC policy 407.21.
28. Except as provided, neither BHRC nor the Provider has the right or the power to assign, sub-contract or transfer its rights and duties under this Agreement without the prior written consent of the other. BHRC and the Provider each bind themselves, their successors and assigns to this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of BHRC.
29. In the event of theft, fraud or gross abuse of discretion, this Agreement may be terminated immediately.

#### **ADDITIONAL TERMS**

30. The Provider agrees to comply with: The Equal Pay Act of 1963; Titles VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1964; The Rehabilitation Act of 1973; The Vietnam Era Veteran Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990, drug free workplace, Age discrimination Act of 1975 non-discrimination (49 CFR Part21), and any other regulations, State and Federal, which prohibit discrimination on the grounds of race, sex, color, disability, religion, or national origin.
31. The Provider also affirms, understands, and agrees to immediately notify BHRC of any performed under this Agreement by the Provider, and no services performed under this Agreement shall be changed or shifted to a location(s) outside of the United States.

Notwithstanding any other provision of this Agreement, this Agreement shall not become effective unless and until the Provider has completed and signed “Standard Affirmation and Disclosure Form” and submitted it to the Fiscal Manager of BHRC.

If the Provider performs services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of this Agreement. BHRC is not obligated to pay and shall not pay for such services. If the

Provider performs any such services, the Provider shall immediately return to BHRC all ODOT Specialized Transportation (Section 5310) funds disbursed as payment or reimbursement for those services or on the basis of the cost of such services having been counted as match or cost share specifically required as a condition for disbursement of ODOT Specialized Transportation (Section 5310) funds.

BHRC may, at any time after the breach, terminate this Agreement, upon written notice to the Provider. BHRC may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of this Agreement. If BHRC determines that actual and direct damages are uncertain or difficult to ascertain, BHRC in its sole discretion may recover a payment of liquidated damages in the amount of twenty-five percent (25%) of ODOT Specialized Transportation (Section 5310) funds disbursed prior to any termination of this Agreement.

BHRC, in its sole discretion, may provide written notice to the Provider of a breach and permit the Provider to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding BHRC permitting a period of time to cure the breach or the Provider's cure of the breach, BHRC does not waive any of its rights and remedies provided BHRC in this Agreement, including, but not limited to, recovery of Title III Service funds paid for services performed outside of the United States, costs associated with corrective action, or liquidated damages.

32. The Provider agrees to immediately notify the County Department of Job and Family Services or the Adult Protective Service agency in their area once the Provider has reasonable cause to believe a client is the victim of abuse, neglect or exploitation and has the consent of the client.
33. The Provider is required to comply with the criminal records check requirements under section 173.394 of the Revised Code and rule 173-9-01 of the Administrative Code.
34. The parties agree that the quality assurance standards shall be incorporated as if more fully written as additional terms and conditions of this Agreement. The Provider agrees to put forth all best efforts to develop toward these standards, and to document such efforts. BHRC agrees to provide all reasonable technical assistance and training to aid the Provider in these efforts.
35. The Provider agrees, in accordance with the policy of BHRC and ODOT no person employed by BHRC may concurrently be employed in any capacity by the Provider that would be construed as a real or potential conflict of interest.
36. The Provider shall inform BHRC in writing within thirty (30) days of any changes in its administration, ownership, agency name, address or Federal ID number.
37. Pursuant to R.C. 42 U.S.C. 3026(a)(10), the Provider agrees to promptly establish and fairly administer a grievance procedure for older individuals who are dissatisfied with or denied services.
38. The focal points for your geographic area are residents of Washington County and Monroe County, Ohio.

#### **INDEMNIFICATION**

39. The Provider shall act as an independent contractor and not as an employee of BHRC in the operation of all services. Each party shall be liable, and agrees to be liable for, and shall indemnify, defend and hold BHRC, its officers, employees and agents harmless, for its own claims, suits, judgments or damages arising from the operation of the aforementioned services during the course of his Agreement.
40. The Provider shall obtain and maintain during the term of this agreement Comprehensive General Liability Insurance in an amount not less than \$250,000.00. Said insurance policy shall designate BHRC as an additional interest insured



ATTACHMENT A-Budget Sheet

Provider: **Green Cab**

Based on unit cost for services listed in the proposal submission:

**Monroe County:**

Booking Fee \$302.50 up to 60 miles

Price per mile \$2.25 over 60 miles

Wheelchair \$370.00 up to 60 miles

Price per mile \$2.25 over 60 miles

**Washington County:**

Booking Fee \$202.50 up to 60 miles

Price per mile \$2.25 over 60 miles

Wheelchair \$270.00 up to 60 miles

Price per mile \$2.25 over 60 miles



## **A RESOLUTION GRANTING PERMISSION TO APPLY FOR AFFORDABLE CONNECTIVITY OUTREACH GRANT PROGRAM**

Resolution #2023/03-03

**WHEREAS**, Buckeye Hills Regional Council has been advocating for and working on affordable solutions for broadband expansion across Appalachian Ohio for over a decade; and

**WHEREAS**, The Infrastructure Investment and Jobs Act of 2021 appropriated \$14.2 billion for the Affordable Connectivity Program (ACP), which provides qualifying low-income households discounts on broadband service and connected devices, and expressly authorizes the Federal Communications Commission (FCC) outreach for the Affordable Connectivity Program, including providing grants to outreach partners; and

**WHEREAS**, Of the over 95,000 households eligible for the Affordable Connectivity Program, only 32.8% have signed up for this service; and

**WHEREAS**, Chasity Schmelzenbach in her role as Executive Director of Buckeye Hills is designated and authorized to represent Buckeye Hills in all matters related to this application and subsequent project activity.

### **NOW THEREFORE, BE IT RESOLVED BY BUCKEYE HILLS REGIONAL COUNCIL:**

1. Chasity Schmelzenbach through cooperation with internal staff, is authorized to complete, sign, and submit an application for funding to the Federal Communications Commission in the amount of \$511,000 as part of the Affordable Connectivity Outreach Grant Program.
2. Upon an offer of funding from the Federal Communications Commission, Mrs. Schmelzenbach is also hereby authorized to execute the grant agreement and any other documentation necessary to signify acceptance of an offer of award.

Passed on this third day of March 2023.

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Ron Moore, President

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Lenny Eliason, Vice President

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## **A RESOLUTION GRANTING PERMISSION TO APPLY AS LEAD ORGANIZATION FOR STATE DIGITAL EQUITY PLANNING GRANT**

Resolution #2023/03-02

**WHEREAS**, Buckeye Hills Regional Council has been advocating for and working on affordable solutions for broadband expansion across Appalachian Ohio for over a decade; and

**WHEREAS**, BroadbandOhio is working to ensure every Ohioan has access to high-speed internet. Achieving this digital equity will empower people all across the state to fully engage in their communities, seek and often maintain employment, better connect with loved ones, learn, and access essential services; and

**WHEREAS**, Ohio is participating in the State Digital Equity Planning Grant Program, a federally funded grant, to develop a statewide plan for achieving digital equity goals and closing the digital divide with a special emphasis on: low-income households, aging populations, incarcerated individuals, veterans, people with disabilities, people with language barriers, racial and ethnic minorities and rural inhabitants; and

**WHEREAS**, BroadbandOhio will establish Regional Digital Inclusion Alliances (RDIA) across five regions of the state (Northwest, Northeast, Central, Southeast, Southwest) to champion digital inclusion at local and regional levels by coordinating regional planning efforts, supporting digital inclusion activities, and collecting local feedback to better inform Ohio's Digital Equity Plan

**WHEREAS**, Chasity Schmelzenbach in her role as Executive Director of Buckeye Hills is designated and authorized to represent Buckeye Hills in all matters related to this application and subsequent project activity.

### **NOW THEREFORE, BE IT RESOLVED BY BUCKEYE HILLS REGIONAL COUNCIL:**

1. Chasity Schmelzenbach through cooperation with internal staff, is authorized to complete, sign, and submit an application BroadbandOhio to be designated as the regional lead of the Southeast Regional Digital Inclusion Alliance.
2. Upon a decision from the Federal Communications Commission, Mrs. Schmelzenbach is also hereby authorized to execute the grant agreement and any other documentation necessary to signify acceptance of the \$125,000 award.

Passed on this third day of March 2023.

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Ron Moore, President

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Lenny Eliason, Vice President

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## **A RESOLUTION GRANTING PERMISSION TO APPLY FOR APPALACHIAN REGIONAL COMMISSION READY LDDS GRANT**

Resolution #2023/ 03-04

**WHEREAS**, Buckeye Hills Regional Council is designated as the Local Development District (LDD) for the eight counties making up the Buckeye Hills Region (Athens, Hocking, Meigs, Monroe, Morgan, Noble, Perry, and Washington counties) by the Appalachian Regional Commission (ARC) to facilitate multi-county community-based, regionally driven, economic development; and

**WHEREAS**, The Appalachian Regional Commission relies on LDDs to lead and leverage local partnerships by playing the critical role in community and economic growth, often serving as the primary development organizations rural areas; and

**WHEREAS**, With unprecedented amounts of federal funding available, Appalachian Regional Commission recognizes LDDs need support to help their communities identify, access, and best utilize these financial opportunities; and

**WHEREAS**, The Appalachian Regional Commission created the READY LDDs, to help LDDs increase staffing and capacity to support local governments and nonprofits in the management of American Rescue Plan Act (ARPA), Infrastructure Investment and Jobs Act (IIJA), and other sources.;

**WHEREAS**, Chasity Schmelzenbach in her role as Executive Director of Buckeye Hills is designated and authorized to represent Buckeye Hills in all matters related to this application and subsequent project activity.

### **NOW THEREFORE, BE IT RESOLVED BY BUCKEYE HILLS REGIONAL COUNCIL:**

1. Chasity Schmelzenbach through cooperation with internal staff, is authorized to complete, sign, and submit an application for funding to the Appalachian Regional Commission in the amount of \$100,000 as part of the READY LDDs program.
2. Upon an offer of funding from the Appalachian Regional Commission, Mrs. Schmelzenbach is also hereby authorized to execute the grant agreement and any other documentation necessary to signify acceptance of an offer of award.

Passed on this third day of March 2023.

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Ron Moore, President

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Lenny Eliason, Vice President

## **Pathways Community HUB Contract**

This Pathways Community HUB Contract (the "Agreement") is made and entered into effective as of the latter of the dates set forth on the signature page hereof (the "Effective Date"), by and between **ACCESS TUSC**, an Ohio non-profit corporation ("Access Tusc"), and **Buckeye Hills Regional Center** "the Contractor"), an Ohio not-for-profit corporation.

### RECITALS:

- A. Bridges to Wellness HUB, a program of Access Tusc, is a certified Pathways Community HUB entity providing the Pathways Community HUB Model to Tuscarawas and surrounding counties.
- B. The "Pathways Community HUB Model" identifies at risk individuals (i.e. individuals at risk for poor health outcomes), assesses health, social, and behavioral health risk factors, and works with social workers, medical personnel, and community health workers as Community Care Coordinators (CCCs) to develop a risk reduction plan, including access to health care, housing, food stability, education, employment and transportation.
- C. In furtherance of the foregoing, Access Tusc is engaging governmental, health care, and other entities in Tuscarawas and surrounding counties to provide certain services and deliverables to fully implement the Pathways Community HUB Model.
- D. Access Tusc desires to contract with the Contractor, and the Contractor desires to contract with Access Tusc to help facilitate the Pathways Community HUB Model, on the terms and subject to the conditions set forth in this Agreement. See Exhibit D. PCHI Sublicense Agreement.

In consideration of the foregoing premises, and other valuable consideration set forth herein, the parties agree as follows:

1. **SCOPE OF WORK**: Access Tusc hereby engages the Contractor, and the Contractor hereby covenants and agrees to perform and complete the duties and deliverables set forth in Exhibit A, attached hereto and incorporated by reference herein (the "Duties"). The Contractor shall not subcontract or otherwise appoint any third party to fulfill the Duties. Any changes to the Duties must be agreed to in a writing signed by both parties prior to the performance, implementation or delivery of the same. If and to the extent that the Contractor provides services for which Access Tusc may bill and collect from third party payors, including, but not limited to Medicaid and any Medicaid managed care plans, such services shall be billed by Access Tusc, and the Contractor hereby assigns its right to bill or collect any fees generated from the provision of such services to Access Tusc. The Contractor agrees to provide reasonable and necessary assistance to Access Tusc so that Access Tusc may bill and collect for such services, including, without limitation, providing any information or documentation required by Access Tusc to conform with the current and applicable billing standards/guidelines. The Contractor acknowledges that the Contractor's service to Access Tusc in no way confers upon the Contractor any ownership interest in or personal claim upon any fees charged by Access Tusc for services rendered by the Contractor, whether the same are collected during the term of this Agreement or after termination hereof, and the Contractor expressly disclaims and renounces any such interest or claim.

2. COMPENSATION: In consideration of the performance of the Duties by the Contractor, the parties hereby agree that Access Tusc shall make payment to the Contractor the amounts determined and paid as set forth in Exhibit B, attached hereto and incorporated by reference herein. As additional consideration of the performance of the Duties by the Contractor, Access Tusc may, but is not required, to provide to the Contractor the following: (a) certain stipends for the purpose of supporting or offsetting the costs to the Contractor to hire and employ the personnel required to perform the Duties (the “Stipends”); (b) certain costs to train certain personnel of the Contractor in relation to the performance of the Duties (the “Training Expenses”); (c) certain advances to cover the purchase of supplies needed to perform the Duties (the “Supplies Advances”); and/or (d) an inventory of certain supplies needed to perform the Duties (the “Supplies Inventory”).
3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, but the performance of the Duties shall not commence until 12/1/22 and shall end on 12/31/25, unless terminated earlier as provided herein (the “Term”).
4. TERMINATION: Either party may terminate this Agreement by giving the other party at least thirty (30) days’ advance written notice. In such case, Access Tusc will only be obligated to pay the Contractor for services performed prior to the effective date of termination. Further, Access Tusc may terminate this Agreement immediately in the event of a breach by the Contractor in the performance of any of the Duties or any other term or condition of this Agreement and the failure to cure the same within ten (10) days after written notice thereof from Access Tusc. If for any reason the Contractor is unable to continue with the performance under this Agreement, the Contractor will immediately inform Access Tusc and Access Tusc may elect to find a replacement. In the event that the Agreement is terminated prior to the expiration of the Term, the Contractor shall (a) immediately return to Access Tusc any Supplies Inventory and any other supplies purchased using the Supplies advances which have not been used/consumed in the performance of the Duties up through the date of termination; and (b) on or within fifteen (15) days after the date of termination of this Agreement, make payment to Access Tusc of an amount equal to the aggregate of (i) the Stipends received by the Contractor up through the date of termination, (ii) the Training Expenses paid by the Contractor up through the date of termination, and (iii) the Supplies Advances received by the Contractor but which have not been expended for the purchase of supplies as of the date of termination.
5. TRAINING: Prior to providing any services or otherwise performing its Duties, the Contractor hereby agrees to complete, and have any of its employees or representatives who will be assisting in the performance of the Duties complete any HUB training identified by Access Tusc.
6. USE OF HEALTH DOCUMENTATION SOFTWARE:
  - A. The Contractor hereby covenants and agrees that, in connection with the provision of the services and Duties by Contractor pursuant to this Agreement, the Contractor shall use the cloud-based, software (the “Software”) designated by Access Tusc.
  - B. The Contractor agrees that any disclosure or other transmission of PHI (as defined hereinafter) in relation to the provision of services or performance of Duties by the Contractor must be completed through and using the Software. The parties agree that any

and all information stored or transmitted on or with the Software will be the property of Access Tusc.

- C. The Contractor's use of the Software is pursuant to a license granted to Access Tusc by Care Coordination Systems, LLC or such other organization with which Access Tusc may contract to provide the Software (the "Software Licensor"). The Contractor hereby agrees that the Contractor's access to and use of the Software must comply with the terms of the license agreement for the Software between Access Tusc and the Software Licensor, a copy of which agreement has been provided by Access Tusc to the Contractor prior to the execution of this Agreement, or, in the event of a change in the Software by Access Tusc, will be provided by Access Tusc to the Contractor prior to implementation of the new Software.
  - D. The Contractor hereby acknowledges and agrees that access to the Software by the Contractor, its employees or representatives shall require no less than two-step security authentication which shall include, with respect to any hardware on which the Software is installed, password access to such hardware.
7. HIPAA: While providing the services set forth in this Agreement, the Contractor will have access to PHI relating to patients identified by Access Tusc. Therefore, the Contractor will be deemed a "business associate" of Access Tusc under the HIPAA Regulations. Accordingly, each party agrees to adhere to all federal and state laws and regulations governing the privacy and confidentiality of patient information, including, but not limited to, HIPAA and the Standards for Privacy and Security of Individual Identifiable Health Information (the "Privacy and Security Regulations") published by the U.S. Department of Health and Human Services at 45 C.F.R. part 160, 162 and 164, subpart E, and the Health Information Technology for Economic and Clinical Health Act, as may be amended from time-to-time, and further comply with all the terms of the Business Associate Addendum attached hereto as Exhibit C in order to protect the privacy of Access Tusc's patient information in furtherance of Access Tusc's compliance with the Privacy and Security Regulations. This requirement shall survive the termination or expiration of this Agreement. For purposes of this Agreement, "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501.
8. CONFIDENTIALITY: Each party hereby agrees that, except as otherwise expressly permitted by this Agreement, such party (the "Receiving Party") shall not disclose or use any Confidential Information of the other party (the "Disclosing Party") for any purpose other than in connection with its obligations under this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its employees, officers, directors, agents and advisors (including attorneys, accountants, consultants and financial advisors) (collectively, "Representatives") to whom such disclosure is reasonably necessary in furtherance of its obligations under this Agreement. The Receiving Party shall take all appropriate action to ensure that its Representatives comply with all obligations under this Section as if such persons or entities had been parties to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Receiving Party may disclose any Confidential Information without breaching the terms of this Agreement if compelled to do so by a valid order of any government officer or agency or of a court of competent jurisdiction, specifically directing Receiving Party to disclose the Confidential Information, provided, that Receiving Party shall use its best efforts to avoid or resist such an order and, in any event, not

less than five (5) days prior to any such disclosure Receiving Party shall notify the Disclosing Party in writing of such order.

The Receiving Party acknowledges that the Disclosing Party will not be adequately compensated by money damages in the event of the Receiving Party's breach of any of the provisions of this Section, and that the Disclosing Party, in addition to any other right or available remedy, is entitled to an injunction or other equitable relief restraining such breach or any threatened breach and to specific performance of any provision of this Section, without the necessity of posting bond. The Receiving Party shall indemnify and hold the Disclosing Party harmless from all claims, demands, liabilities, losses, costs, damages and expenses arising out of any disclosure or use of the Confidential Information by the Receiving Party in violation of this Section.

For purposes of this Agreement, "Confidential Information" means information of any type or form (whether visual, written, oral, electronic, photographic or otherwise) disclosed in connection with this Agreement by the Disclosing Party or one of its affiliates or Representatives (as defined below) or a third party to the Receiving Party or one of its affiliates or Representatives, regardless of whether such information is marked or indicated as being confidential. Confidential Information includes, but is not limited to, all information of a financial, business, marketing, sales, organizational or legal nature. Confidential Information does not include (a) information which is or becomes generally available to the public, except as a result of the breach of this agreement; (b) information that was already in the possession of the Receiving Party at the time of disclosure and that was not acquired directly or indirectly from the Disclosing Party; and (c) information that is developed by a party independently from any information obtained from the Disclosing Party.

9. ACCESS TO BOOKS AND RECORDS: Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement and upon the written request of the Secretary of Health and Human Services, the Comptroller General of the United States, the Ohio Commission on Minority Health (OCMH), the Auditor of the State of Ohio, the Inspector General or duly authorized law enforcement officials or any other duly authorized representative of the federal or state government (each a "Governmental Authority"), the parties shall each make available this Agreement and the books, documents and records of the parties hereto necessary to certify the nature and extent of costs and services rendered under the terms of this Agreement. If a party carries out any of the duties specified in this Agreement through a subcontract with a related organization and such subcontract has a value or cost of \$10,000 or more over a 12-month period, such subcontract shall contain a clause to the effect that until the expiration of six (6) years after the furnishing of such services pursuant to such subcontract, the related organization shall, upon written request of a Governmental Authority, make available the subcontract and the books, documents and records of such organization necessary to verify the nature and extent of costs. Each party shall notify the other parties upon receipt by such party of any such request for this Agreement and any other books, documents, and records and shall provide the other party with copies of all such documents provided to the government pursuant to this Agreement. In the event that Access Tusc, during the Term of this Agreement or after termination of this Agreement, should become subject to any litigation or disciplinary action arising out of or relating to the provision of services by the Contractor during the term of this Agreement, then in that event, Access Tusc shall be entitled to review the case records, case histories, and other records and charts concerning the subject matter of

such litigation or disciplinary action and shall be entitled to copy such records as deemed reasonably necessary for the defense of Access Tusc in such action. Such right to review and copy, however, shall be further subject, if applicable, to patient confidentiality rights.

10. COMPLIANCE WITH LAWS & POLICIES: The Contractor agrees to act in compliance with (a) all laws and regulations (including, without limitation, Medicaid program requirements as applicable) which relate to its performance of this Agreement, and (b) all policies, rules and procedures adopted by Access Tusc from time to time, whether in writing or available in an electronic format. The Contractor agrees to notify Access Tusc in a timely manner in the event that it has violated any statutory or regulatory requirements or any Access Trust policies or procedures, and the nature of such violation, to enable Access Tusc to take prompt corrective action.
11. INSURANCE: The Contractor shall purchase and maintain insurance for liability or damages imposed by law and assumed under this Agreement, including but not limited to the following types of coverage and limits of liability:
  - A. Commercial General Liability Insurance Policy which should provide for minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - B. Bodily Injury and Property Damage Liability under an Automobile Liability Policy which should provide and include coverage for Owned Automobiles and Hired and Non-Owned Automobiles, in the amount of \$1,000,000.00 per occurrence.
  - C. Workers' Compensation insurance in compliance with all provisions of the laws and rules of the Ohio Bureau Workers' Compensation covering all operations under this Agreement and any and all other statutory limits.
  - D. Cyber Insurance coverage which should provide for the minimum limit of \$500,000 per occurrence and \$1,000,000 in the aggregate.
  - E. If the Contractor provides medical care services, Medical Malpractice/Professional Liability Insurance which should provide for the minimum limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

Contractor shall add Access Tusc as an "additional insured" on all of such policies of liability insurance on a primary, non-contributory basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption during the Term of this Agreement. Certificates of insurance evidencing the coverage required under this Section shall be provided by the Contractor to Access Tusc immediately upon written request from Access Tusc. These certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Access Tusc.

12. INDEMNIFICATION: Contractor agrees to indemnify, protect, defend, release and save Access Tusc, its members, directors, officers, agents, and employees harmless from and against any and all actions, lawsuits, claims, costs, expenses, fees, including reasonable attorney fees, loss, damage, or liability of any kind or nature, including damage to property, including loss

of use thereof, or of injuries to persons, including death, and including fines, penalties, and costs of corrective measures for failure to comply with any safety or other governmental rules or regulations, when such liability results from or on account of (a) any act or omission of Contractor or any of its officers, agents, employees, and/or subcontractors arising out of or resulting from Contractor's performance of the Duties and provision of services, whether caused in whole or in part by the acts or omissions, negligent or otherwise, of Contractor or any of its officers, agents, employees, and/or subcontractors, (b) from Contractor's breach of any obligation, representation or warranty set forth in this Agreement, or (c) which Access Tusc may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligations of this Agreement. The obligations of Contractor under this Section shall survive termination of this Agreement.

13. **NOTICES:** All notices and other communications will be in writing and shall be deemed given when delivered by hand or, if mailed by certified mail to the parties at the following addresses (or such other address for a party that is specified by notice given pursuant hereto), upon deposit in the United States mail:

To Access Tusc:                    Jessica Kinsey, Executive Director  
   Access Tusc  
   865 ½ East Iron Ave.  
   Dover, Ohio 44622

To the Contractor:

[Redacted address information]

14. **STATUS OF CONTRACTOR:** The parties understand and acknowledge that the Contractor is an independent contractor that shall perform its services as an independent contractor. The parties further acknowledge and agree that the relationship established between the Contractor and Access Tusc does not constitute that of employer and employee, joint venture, or agency. As an independent contractor, the Contractor understands and agrees that it shall be responsible for paying and remitting all taxes and contributions, including engagement taxes, Social Security, or any other applicable taxes for itself or any of its employees, and providing workers' payment coverage for itself and any agent, employee, or other person who performs services for the Contractor. The Contractor shall indemnify and hold Access Tusc harmless from any liability or claims related to any failure to file appropriate income tax forms or returns or for the failure to pay and/or remit income taxes, any engagement taxes, or any other taxes or provide appropriate workers' payment coverage for the Contractor. The Contractor certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the Term the Contractor becomes disqualified from conducting business in Ohio, for whatever reason, the Contractor shall immediately notify Access Tusc of the disqualification.

15. **AUTHORIZATIONS, PERMITS, AND LICENSES:** The Contractor and all its employees assigned to perform the Duties under this Agreement shall obtain and maintain at all times any

license, certification, permit, or other governmental approval or authorization that is necessary to perform the Duties required under this Agreement.

16. AMENDMENTS: The parties acknowledge it may be necessary to amend the scope, term, funds awarded or some other aspect of this Agreement and agree that all changes to this Agreement must be evidenced by either an amendment or an amended and restated agreement signed by all parties to this Agreement.
17. BINDING AGREEMENT: This Agreement is intended to be a legally binding agreement upon the parties with respect to all provisions stated herein and shall be binding upon the legal representatives, successors, assigns and affiliates, and subsidiaries of the respective parties.
18. ASSIGNMENT: The Contractor shall not assign or subcontract any obligations or provision of this Agreement to a third party without the express written approval of Access Tusc.
19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327): All contracts and subcontracts subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) shall include a provision requiring the contractor to comply with the applicable sections of the Act and the Department of Labor's supplementing regulations (29 CFR Parts 5 and 1926).
20. EOUAL EMPLOYMENT OPPORTUNITY. In carrying out this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, military status or any other factor specified in section 125.111 of the Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. The Contractor shall incorporate the foregoing requirements of this Section in all of its contracts for performance of any of the work prescribed herein and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
21. MISCELLANEOUS.
  - A. Drug Free Workplace. The Contractor shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. The Contractor shall make a good faith effort to ensure that all employees of the Contractor do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
  - B. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
  - C. Notices. Any notices to be given hereunder to a party shall be made via U.S. Mail or express courier to such Party's address and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers identified in Section 5 of this Agreement.



- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic copies shall be deemed to be originals.
- E. Construction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render the performance of the remainder of the contract impossible.
- F. Disputes. If any controversy, dispute or claim arises between the parties with respect to this Agreement, the parties shall make good faith efforts to resolve such matters informally. If not resolved informally, a third party mediator or a representative from Pathways Community HUB Institute will be hired at a shared cost between both parties to assist in the dispute resolution.
- G. Governing Law & Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio and any and all proceedings relating to the subject matter hereof shall be maintained in the courts of Tuscarawas County, Ohio, or the federal court sitting in the Northern District of Ohio, which court shall have exclusive jurisdiction for such purpose.
- H. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- I. Public Announcements. Public announcements of partnership with the Bridges to Wellness HUB and funding from the Ohio Commission on Minority Health must have Access Tusc's prior written approval before release. This includes information in the form of board meeting announcements, public announcements, news features, advertising, newspaper/radio press releases, etc. Contractor will send a copy to Access Tusc no less than one (1) week prior to submission/release. Access Tusc shall be provided a copy of all published accounts mentioning the Bridges to Wellness HUB.
- J. Background Checks. The contractor will require fingerprinting and criminal background checks for any of its employees or contractors and will be responsible for performing, updating and providing confirmation of the completion of any such checks. Further, upon request from Access Tusc, Contractor will provide the results of any criminal background checks and fingerprinting to Access Tusc.

Each of the undersigned has caused this Agreement to be executed in its name and on its behalf.

*Contractor:*

\_\_\_\_\_

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

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

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

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

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

*Access Tusc:*

**ACCESS TUSC**

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

Jessica Kinsey, Executive Director

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

Address:

865 ½ East Iron Ave.

Dover, Ohio 44622

Phone: (234) 801-8011

Fax: (330) 365-9221

Email: [jessica@accesstusc.org](mailto:jessica@accesstusc.org)

## EXHIBIT A

### CONTRACTOR DUTIES & DELIVERABLES

1. Provide home visiting and community-based care coordination services in designated and HUB certified counties in Ohio (Belmont, Carroll, Coshocton, Guernsey, Muskingum, Monroe, Tuscarawas or Washington), consistent with national Pathways Community HUB Institute Certification requirements AND **agreed upon county for CCA service area.**
2. Provide home visiting and community-based care coordination services consistent with specific funding contract requirements of the Medicaid Managed Care Organization (MCO) plans.
3. Implement the HUB data collection and associated contracted database system for service documentation and reporting.
4. Assure timely and appropriately credentialed clinical supervision of all home visits and related documentation. Provide intensive ongoing supervisory support, guidance and education with CCCs focused on the maintenance and improvement in quality and effective compliance with funding and national Pathway Community HUB certification requirements.
5. Complete service documentation for Access Tusc quality improvement review and billing within expected timelines. These include 48-hour minimum for CCC documentation, and then 48 hours for completed supervisor documentation. No documentation may be added after 5:00pm Friday of current work week in accordance with the grant funder guidelines.
6. CHW(s) and supervisor(s) to attend monthly continuing education and training meetings.
7. Participate in other community events and serve to represent Access Tusc Bridges to Wellness HUB at meetings no more than an average of two times per month.
8. Participate in Access Tusc related quality improvement activities, including training activities.
9. Provide representation on the Access Tusc Bridges to Wellness Advisory Board and related leadership structure to promote the growth and further development of the Access Tusc and expand the positive outcome impact within the service region.
10. Contractor must have staff attend training on Access Tusc Bridges to Wellness HUB policies and program standards, and the contracted database software program.
11. Documentation and billing for pathways must be through the contracted database software program.

**EXHIBIT B**  
**COMPENSATION**

Access Tusc shall pay the Contractor an amount equal to seventy percent (70%) of the amounts collected by Access Tusc from billings for services rendered by the Contractor under this Agreement. Such compensation shall be determined on a monthly basis within ten (10) business days after the first (1<sup>st</sup>) day of each calendar month and shall be based on the collections received by Access Tusc in the immediately preceding month. Payment may also be received as allowed due to funding opportunities and grant allowances for HUB training, uninsured participants, specific educational trainings, and other mutually agreed upon activities. All payments of compensation shall be made by check and shall be made payable and mailed to the Contractor using the following name and address:

Payable to: \_\_\_\_\_  
Send to the attention of: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_

## EXHIBIT C

### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this “Addendum”) supplements that certain Community HUB Agreement (the “Agreement”) by and between Access Tusc (“Covered Entity”) and the party identified as the “Contractor” in the Agreement (“Business Associate” and collectively with Covered Entity the “Parties”) and is dated and effective as of the date of execution of the Agreement.

WHEREAS, the Parties have entered into a business relationship whether by contract, commercial course of dealing or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, or creates protected health information in order to provide those services; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act and regulations promulgated thereunder (the “HITECH Act”), as both may be amended from time to time (collectively the “Privacy and Security Regulations”), and other applicable federal and state laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in, but not limited to, the Privacy and Security Regulations.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

#### I. DEFINITIONS.

A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

B. Breach. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402 and shall include the unauthorized acquisition, access, use, or disclosure of Unsecured PHI that compromises the security or privacy of such information.

C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

D. Electronic Protected Health Information or e-PHI. “Electronic Protected Health Information” or “e-PHI” is a subset of Protected Health Information and shall mean Protected Health Information that is transmitted or maintained in any electronic media.

E. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.

F. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. As used in this Addendum, PHI shall also include ePHI.

G. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.

H. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

I. Security Incident. “Security Incident” shall mean the attempted, or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of information, or interference with the system operation of an information system.

J. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and 164, Subparts A and C, as amended by the HITECH Act and as may otherwise be amended from time to time.

K. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 C.F.R. § 164.402.

## II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

A. Except as otherwise limited by this Addendum or the Privacy and Security Regulations, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity, to the extent that such use or disclosure would not violate the Privacy and Security Regulations if done by the Covered Entity.

B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).

C. Except as otherwise limited in this Addendum, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities. Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

D. Business Associate shall be directly responsible for full compliance with the relevant

requirements of the Privacy Rule and Security Rule, as required by the HITECH Act and its implementing regulations, to the same extent as Covered Entity.

E. Business Associate shall use reasonable efforts to limit uses, disclosures and requests for PHI to the minimum necessary to accomplish the intended purposes of such use, disclosure, or request, in accordance with the minimum necessary standards at 45 C.F.R. § 164.502(b) and any guidance issued by the Secretary.

### III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

A. Business Associate shall not use or disclose PHI other than as permitted or required by this Addendum or as Required By Law.

B. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.

C. To the extent Business Associate creates, receives, maintains, or transmits e-PHI at any time during the term of this Addendum, Business Associate shall appropriately safeguard the e-PHI in the following manner: (a) develop, document, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Regulation, the HITECH Act, and amendments thereto; (b) ensure that any agent, including a subcontractor, to whom Business Associate provides e-PHI agrees to implement reasonable and appropriate safeguards to protect the e-PHI; and (c) report to Covered Entity any Security Incident of which Business Associate becomes aware within five (5) business days of its discovery. Business Associate shall implement safeguards and any policy, procedure, and documentation requirements consistent with the Security Rule requirements of 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, 164.314 and 164.316.

D. Business Associate shall notify Covered Entity of any use or disclosure of PHI in violation of this Addendum within five (5) business days of discovery of the impermissible use or disclosure.

E. Business Associate shall notify Covered Entity of a Breach of Unsecured PHI within five (5) business days of discovery of the Breach. Business Associate's notification to Covered Entity hereunder shall:

1. Be made directly to Covered Entity, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;

2. Include the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and

3. Be in substantially the same form as Schedule A, which is attached hereto and incorporated herein.

F. In the event of an unauthorized use or disclosure of PHI, a Breach of Unsecured PHI,

or a Security Incident, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure or incident that are known to it.

G. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees, in a writing that complies with the requirements of 45 C.F.R. § 164.504(e)(2) through (e)(4), to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

H. To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524. Business Associate shall notify Covered Entity within five (5) business days of any request for access by an Individual. Covered Entity shall determine whether to grant or deny any access requested by the Individual.

I. To the extent applicable, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual. Business Associate shall notify Covered Entity within five (5) business days of a receipt of any request for amendment by an Individual. Covered Entity shall determine whether to grant or deny any amendment requested by the Individual. Business Associate shall have a process in place for appending such requests to the Designated Record Set, as requested by Covered Entity.

J. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

K. Business Associate agrees to document and make available to Covered Entity such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to allow Covered Entity to respond to the Individual's request.

L. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy and Security Regulations. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Addendum, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate. This provision shall survive termination of this Addendum.

M. Business Associate shall comply with any communicated restrictions in the use or disclosure of PHI to which Covered Entity has agreed pursuant to 45 C.F.R. § 164.522, and shall



further comply with any Individual's request for restrictions on PHI disclosures that Covered Entity or Business Associate is required by law to honor, including without limitation, requests for restrictions on disclosures to a health plan if the disclosure is for purposes of payment or health care operations and pertains solely to a health care item or service for which the Individual has paid Covered Entity out of pocket in full. Business Associate shall forward any request for restrictions by an Individual to Covered Entity within five (5) business days of such request. Covered Entity shall determine whether to grant or deny an Individual's request for restrictions.

N. Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 C.F.R. §164.502(j)(1).

O. To the extent Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate shall agree to comply with the same Privacy Rule requirements that apply to Covered Entity in the performance of such obligation.

#### IV. TERM AND TERMINATION.

A. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Addendum;
2. Immediately terminate this Addendum if Business Associate has breached a material term of this Addendum and cure is not possible; or
3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in Section IV.C.2. below, upon termination of this Addendum, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business

Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. This provision shall survive termination of the Addendum.

3. Should Business Associate make a disclosure of PHI in violation of this Addendum, Covered Entity shall have the right to immediately terminate any contract or agreement, other than this Addendum, then in force between the Parties.

V. CONSIDERATION. Business Associate recognizes that the promises it has made in this Addendum shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH; INDEMNIFICATION. Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Addendum. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, Business Associate shall indemnify and hold Covered Entity and its directors, officers, employees, and agents harmless from any liabilities, direct or indirect losses, damages, penalties, fines, judgments, expenses, costs (including attorneys' fees and court costs) arising from or related to Business Associate's or any of its director's, officer's, employee's, subcontractor's, or agent's violation of the terms of this Addendum by Business Associate or by any third party to whom Business Associate discloses Protected Health Information. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Addendum.

VII. MODIFICATION. This Addendum may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act, and/or any amendments thereto.

VIII. INTERPRETATION OF THIS CONTRACT IN RELATION TO OTHER CONTRACTS BETWEEN THE PARTIES. Should there be any conflict between the language of this contract and any other contract entered into between the Parties (either previous or subsequent to the date of this Addendum), the language and provisions of this Addendum shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Addendum by its title and date and specifically state that the provisions of the later written agreement shall control over this Addendum.

IX. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it may become a holder of medical records information under state law and may be subject to the provisions of state law. If the Privacy and Security Regulations and applicable state law conflict regarding the degree of protection provided for protected health information, Business Associate shall comply with the more restrictive protection requirement.

X. **RELATIONSHIP OF THE PARTIES.** Unless otherwise set forth in a separate agreement between Covered Entity and Business Associate, Business Associate's relationship with Covered Entity will be that of an independent contractor and the parties acknowledge that Business Associate is not the agent of Covered Entity and is not authorized to make any representation, contract, or commitment on behalf of Covered Entity unless specifically requested to do so by Covered Entity in writing. Nothing in this Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.

XI. **MISCELLANEOUS.**

A. **Ambiguity.** Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy and Security Regulations.

B. **Regulatory References.** A reference in this Addendum to a section in the Privacy and Security Regulations means the section as in effect or as amended.

C. **No Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Addendum may be waived by either party except in a writing signed by an authorized representative of the party making the waiver.

D. **No Third Party Beneficiaries.** Nothing in this Addendum shall be considered or construed as conferring any right or benefit on a person not a party to this Addendum nor imposing any obligations on either party hereto to persons not a party to this Addendum.

E. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

F. **Severability.** The provisions of this Addendum shall be severable, and if any provision of this Addendum shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Addendum shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

G. **Governing Law.** This Addendum and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Ohio, without regard to applicable conflict of laws principles.

H. **Notices.** Any notice required under this Addendum to be given shall be provided in accordance with the notice provisions of the Agreement:

## Exhibit D

### **SUBLICENSE AGREEMENT**

This Sublicense Agreement is entered into between Access Tusc: Bridges to Wellness Pathways Community HUB (“Sublicensor”), with principal offices located at 1458 5<sup>th</sup> St., New Philadelphia OH 44663 (effective 1/1/23) / 863 ½ E. Iron Ave., Dover, OH 44622 (effective until 12/31/22), and Cleveland Clinic Union Hospital (“Sublicensee”) with principal offices located at 659 Boulevard St, Dover, OH 44622. Sublicensor and the Sublicensee are the Parties herein.

Pathways Community HUB Institute<sup>®</sup> (“PCHI”) is the national certifying organization for programs that have adopted and been determined to be implementing the evidence-based, outcome-oriented Pathways Community HUB Institute<sup>®</sup> Model (“PCHI<sup>®</sup> Model”) with fidelity. PCHI certifies Pathways Community HUBs (“PCH”), Pathways Agencies (“PA”), Technology Vendors (“TV”), and Community Health Worker (“CHW”) Instructors (CHWI). PCHs, PAs, TVs and CHWIs may each be Sublicensors.

Sublicensor received a non-exclusive license from Pathways Community HUB Institute<sup>®</sup> on 12/1/22 (“License Agreement”). The non-exclusive license permits Sublicensor to sublicense certain rights provided in the license to Sublicensee. Sublicensor is willing to grant a sublicense to Sublicensee under the terms and conditions set forth in this Agreement to support the implementation of the PCHI Model in Sublicensee’s “Role” as a:

- Care Coordination Agency
- Evaluator
- Contractor. (Specify type: \_\_\_\_\_)

The Parties, intending to be legally bound, agree to the following:

#### 1. **DEFINITIONS**

- 1.1 Whenever used in this Agreement, unless clearly indicated to the contrary by the context, the following words will have the meanings ascribed to them in this section.
  - (a) “**Role**” has the meaning set out above;
  - (b) “**Confidential Information**” has the meaning set out in paragraph 7.1.
  - (c) “**Effective Date**” means the last date written below.
  - (d) “**Improvements**” means any modification, substitution, alteration, technique and/or invention which enhances, improves, changes or modifies the PCHI Model or applicable parts thereof.

- (e) **“License Agreement”** shall mean the License Agreement between PCHI and the Sublicensor whereby the Sublicensor acquired rights in and to the PCHI Model.
- (f) **“Licensor”** shall mean Pathways Community HUB Institute, Inc. or PCHI.
- (g) **“Licensed Content”** is all content and improvements thereto, now known or later developed, independently by PCHI or jointly by PCHI and the Sublicensor, which is unique to the PCHI<sup>SM</sup> Model and the Annually Updated PCHI<sup>SM</sup> Model, including, but not limited to:
- (1) any and all data models (including, but not limited to, standard fields, field definitions, approved field responses); and
  - (2) any and all participant/patient data intake instruments (including, but not limited to, *Demographic Form*, *Progress Form*, and *Visit Form*); and
  - (3) any and all Standard Pathways, which include, but are not limited to, templates defined by PCHI for identifying and resolving risks; and
  - (4) any and all coding mechanisms for identifying and uniformly codifying risks and their mitigations; and
  - (5) any and all workflow processes and rules to guide community health workers including, but not limited to, interview participants, identify and prioritize risks, and rules that define when a Standard Pathway is complete; and
  - (6) any and all workflow processes and rules to support billing health plans or other funders for services provided by the PCH and associated agencies or PA, payment reconciliation for remittances, and distribution on payments to the PCH or PA; and
  - (7) any and all electronic/printed paper PCHI<sup>SM</sup> Model Learning Modules to support completion of the Learning Pathway.
- (h) **“Parties”** means each of the Sublicensor and the Sublicensee and **“Party”** means any one of them, as applicable.
- (i) **“PCHI<sup>®</sup> Model Learning Modules”** means a series of evidence-based educational modules developed by PCHI to support community health workers working through a PCHI<sup>SM</sup> Model certified PCH or PA to address the risks of their participants that can be changed through learning and behavior choices. The Learning Modules are organized into three volumes (Adult, Infant/Child Caregiver, and Pregnant/Postpartum/Intrapartum), with more volumes being developed. Each volume addresses the age and condition-specific needs of the participant’s medical, social, safety, and behavioral health needs.
- (j) **“PCHI<sup>®</sup> Model Learning Pathway (Learning Pathway)”** means one of the PCHI<sup>SM</sup> Model Standard Pathways that represents a process or tracking method developed by PCHI to be used by the PCH or PA to demonstrate participant

understanding of learning materials. The PCHI<sup>SM</sup> Model Learning Modules are utilized to complete the Learning Pathway.

- (k) **“Pathways Community HUB Institute<sup>®</sup> Model (PCHI<sup>®</sup> Model)”** represents the “PCHI<sup>®</sup> Model” (f/k/a “PCH Model”) as described in written materials published before December 31, 2019, including (but not limited to) *Pathways Community HUB Manual*, US Department of Health and Human Services, Agency for Healthcare Research and Quality Publication #15(16)-0070-EF (January 2016).
- (l) **“Person”** means a corporation, an association, a joint venture, a partnership, a trust, a business, or an individual.
- (m) **“Products”** means products covered in whole or in part or which include all or part of the PCHI Model or any part thereof and/or any Improvements thereto.
- (n) **“Standard Pathway”** represents a process or tracking method developed by PCHI to be used by the PCH or PA to track health and social risk mitigation of participants enrolled in a PCHI<sup>SM</sup> Model certified PA or PCH, including, but not limited to, those listed on Exhibit B, which is incorporated by reference, and which PCHI may amend or supplement from time to time.
- (o) **“Term”** has the meaning set out in paragraph 3.1.
- (p) **“Territory”** means HUB certified counties of Belmont, Carroll, Coshocton, Guernsey, Muskingum, Monroe, Tuscarawas & Washington counties. (insert area).

## 2. **GRANT OF LICENSE AND OTHER RIGHTS AND OBLIGATIONS**

- 2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, the Sublicensor hereby grants to the Sublicensee an exclusive, revocable sublicense in the Territory for the Term to the Licensed Content or such part thereof required by the Sublicensee to perform its Role in the Territory. For greater certainty, all references to the word “license” shall mean the sublicense granted herein by the Sublicensor to the Sublicensee, unless otherwise described.
- 2.2 **No Right to Additional Licenses.** The rights and license granted to the Sublicensee do not confer to the Sublicensee the right to grant to others the right or license to make, use, lease or sell the Licensed Content.
- 2.3 **Use of PCHI Model.** The Sublicensee shall not provide access to the Licensed Content to any third party for any reason, except as is expressly authorized under this Agreement, and shall promptly inform the Sublicensor of the use of the Licensed Content by any third party other than the Sublicensor and the Sublicensee or as otherwise contemplated herein.
- 2.4 **Licensed Content Transfer.** The Sublicensor agrees to fully and effectually transfer to the Sublicensee for use by the Sublicensee pursuant to the terms herein, all of the Licensed Content subject to this Agreement, including copies of all tangible embodiments of

Licensed Content. Sublicensee acknowledges that the use of the Licensed Content in association with any business, service, products or wares not approved by the Sublicensor may lead to loss of proprietary rights associated with the Licensed Content, which may not be adequately compensable by way of monetary damages and will be a breach of this Agreement. In the event of such a breach of this Agreement by the Sublicensee, then in addition to all other remedies available to the Sublicensor and PCHI, the Sublicensor and PCHI will be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this paragraph.

2.5 Acknowledgement of Licensed Content. The Sublicensee acknowledges, confirms and agrees that:

- (a) it does not dispute the Licensed Content or any portion thereof and agrees not to challenge the validity or enforceability of the Licensed Content in any manner whatsoever; and
- (b) the Sublicensor has rights to sublicense the Licensed Content to the Sublicensee pursuant to this Agreement and that the PCHI exclusively has all ownership rights in and to the Licensed Content; and
- (c) the Sublicensee shall not adopt or attempt to register in the Territory or elsewhere any portion of the Licensed Content.

2.6 Cooperation on Registration of Licensed Content in the Territory. The Sublicensee shall cooperate with the Sublicensor or PCHI, if the Sublicensor or PCHI, in its discretion, wishes to register any of the Licensed Content in the Territory or elsewhere, including without limitation executing appropriate documents and providing such other reasonable assistance as the Sublicensor or PCHI may reasonably request, at the expense of the Sublicensor or PCHI.

2.7 License of Improvements or Additions Made by Sublicensee. If the Sublicensee develops or creates any improvements or additions to the PCHI Model (the “**Sublicensee Developments**”), the Sublicensee agrees to assign all right, title and interest and hereby assigns all right, title and interest to PCHI the Sublicensee Developments. Any further improvements or additions to the Sublicensee Developments made by the Sublicensor or PCHI shall be the sole property of PCHI.

### 3. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence as of the Effective Date and, unless earlier terminated as provided herein, it shall continue to have effect until the date that is one (1) year after the Effective Date of this Agreement (the “**Term**”). This Agreement shall automatically be extended for successive terms of one year (each a “**Renewal Term**”), unless terminated earlier in accordance with this Section 3.

3.2 Termination Generally. Either party may terminate this Agreement if:

- (a) in the sole view of PCHI any Party is in default of any material term or condition of this Agreement and such material default is not remedied within the period specified in this Agreement or if no period is specified within thirty (30) days after receipt of written notice from the party claiming such default;
- (b) the other party generally admits it is unable to pay its debts as they become due for payment;
- (c) an order is made or a resolution passed for the administration, winding-up or dissolution of the other party;
- (d) an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other party;
- (e) a third party commences a lawsuit against the other party which materially interferes with such party's ability to perform its obligations under this Agreement; or
- (f) the other party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.

provided that, in respect of (b) through (f) the other party shall have 45 days to cure such default upon notice of such default.

3.3 Obligations of the Sublicensee upon Termination. Upon and following termination or expiration of this Agreement for any reason whatsoever, the parties agree that:

- (a) the Sublicensee will immediately cease and desist the use of the Licensed Content and all related activities with respect to the PCHI Model upon request by the Sublicensor or PCHI; and
- (b) the Sublicensee shall not infringe on the PCHI Model.

3.4 Residual Rights of PCHI in Licensed Content. PCHI shall retain a right of reversion in the Licensed Content and the PCHI Confidential Information in the event that this Agreement is terminated for any reason whatsoever. Specifically, any rights, interests and title licensed hereunder will automatically and fully revert back to the PCHI. Immediately following the event of a reversion, the Sublicensee shall settle any and all outstanding accounts, cease all activities under the terms of this Agreement relating to the Licensed Content and the Confidential Information, and perform such obligations as are required under section 3.5 herein with respect to the return of information to the Sublicensor or PCHI. Obligations with respect to the treatment of the Confidential Information together with all other clauses which would necessarily survive termination.



3.5 Actions on Termination. Upon the earlier of (i) the termination of this Agreement, or (ii) the receipt by the Sublicensee of a written request from the Sublicensor or PCHI for such return, the Sublicensee agrees and undertakes, except to the extent permitted otherwise by the Sublicensor or PCHI in writing:

- (a) to destroy all Confidential Information, including all reproductions and copies thereof, which have been communicated or disclosed to the Sublicensee in any form whatsoever, including, but not limited to, written, oral, electronic, machine-readable form or which the Sublicensee has transcribed, and to not retain any copy thereof except to the extent necessary to comply with its obligations hereunder, or in order to comply with the internal laws of the jurisdiction(s) within which the Sublicensee's business is conducted;
- (b) to deliver to the Sublicensor or PCHI any physical samples, materials and the like, of or pertaining to the Confidential Information in the Sublicensee's possession, unless otherwise stipulated in writing by the Sublicensor or PCHI;
- (c) to return to the Sublicensor or PCHI all copies and embodiments of any or all of the Licensed Content in its possession, in any form, including but not limited to, all written procedural manuals and all electronic data; and
- (d) to provide, at the Sublicensor's or PCHI's request, a sworn declaration certifying that the Sublicensee has fully complied with this provision of this Agreement.

Termination or expiration of this Agreement shall not affect the respective rights and obligations of the parties accrued during the term of this Agreement. Further, any such termination or expiration shall not relieve a party from obligations that are expressly indicated as being intended to survive termination or expiration of this Agreement. The termination of this Agreement by either party shall not affect the rights of the terminating party to seek redress under this Agreement or under applicable laws.

#### 4. ASSIGNABILITY OF AGREEMENT

4.1 Assignment. The Sublicensee shall not assign its rights, obligations and duties under this Agreement without first obtaining the written consent of the Sublicensor or PCHI, which consent may be refused in the absolute discretion of PCHI.

#### 5. REPRESENTATIONS AND WARRANTIES

5.1 Sublicensor Representations. The Sublicensor represents and warrants to the Sublicensee (and acknowledges that the Sublicensee is relying on such representations and warranties) that, except as otherwise disclosed herein:

- (a) the Sublicensor has a license in and to the Licensed Content;
- (b) the Sublicensor has the right, power and authority to grant to the Sublicensee all of the rights to the Licensed Content contemplated in this Agreement;

- (c) the Sublicensor is a company in good standing under the laws of the jurisdiction of its incorporation;
- (d) the execution, delivery and performance by the Sublicensor of its obligations under this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered pursuant thereto or in connection herewith does not and will not conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Sublicensor is a party or by which any of its property is bound; and
- (e) this Agreement constitutes a legal, valid and binding obligation of the Sublicensor in accordance with the terms herein.

5.2 Sublicensee Representations. The Sublicensee represents and warrants to the Sublicensor that, except as otherwise disclosed herein:

- (a) the Sublicensee is in good standing under the laws of the jurisdiction of its creation;
- (b) the execution, delivery and performance by the Sublicensee of its obligations under this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered pursuant thereto or in connection herewith does not and will not conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Sublicensee is a party or by which any of its property is bound; and
- (c) this Agreement constitutes a legal, valid and binding obligation of the Sublicensee in accordance with the terms herein.

5.3 Limitation of Representations. Nothing in this Agreement shall be construed as:

- (a) a warranty or representation by the Sublicensor or PCHI as to the validity or scope of any of the Licensed Content and in the event of any invalidation, failure to issue, legal result or action by or against the Sublicensor or PCHI (whether successful or not), or other similar issue relating to the Licensed Content, the Sublicensee's obligation to make any payments hereunder, whether already made, or to be made in the future, shall not be affected, terminated or reduced;
- (b) a warranty or representation by the Sublicensor or PCHI that any use, sale or other disposition of any products or provision of any services by the Sublicensee through the use of any or all of the Licensed Content hereunder will be free from infringement of third party intellectual property, including third party patents, trademarks, utility models and design patents, as well as applications therefor, reexaminations, reissues, continuations, divisions, continuations-in-part and extensions thereof, in all countries of the world;

- (c) an Agreement by the Sublicensor or PCHI to bring or prosecute actions or suits against third parties for infringement or conferring on the Sublicensee any right to bring or prosecute actions or suits against third parties for infringement;
- (d) conferring any right to the Sublicensee to use, in advertising, publicity, or otherwise, any of the Licensed Content which is outside the scope of this Agreement; or
- (e) conferring by implication, estoppel or otherwise, upon the Sublicensee hereunder, any license, right or privilege in and to the Licensed Content, in any country of the world, except the licenses, rights and privileges expressly granted hereunder.

## **6. LIMITATIONS OF LIABILITY AND INDEMNIFICATION**

- 6.1 **Warranty Disclaimer.** All of the Licensed Content is provided “AS IS”. The Sublicensor and PCHI disclaim all warranties, either express, implied or statutory, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to any other third party’s intellectual property rights. The Sublicensee assumes all responsibility for using the Licensed Content to achieve its intended purpose and for the results obtained from such use of the Licensed Content. Without limiting the generality of the foregoing, the Sublicensor and PCHI make no warranties that the Licensed Content will be error-free or free from interruptions or other failures or that it will meet the Sublicensee’s express or implied purpose. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.
- 6.2 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS – HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 6.3 **Indemnification by the Sublicensee.** The Sublicensee shall defend and hold harmless the Sublicensor and PCHI against (or, at PCHI’s option, settle) any and all claims made or brought against the Sublicensor by a third party in connection with: (i) the Sublicensee’s breach of this Agreement; or (ii) the Sublicensee’s business dealings with its customers, suppliers or end-users or any other Person. The Sublicensee shall indemnify and hold harmless the Sublicensor and PCHI from any and all judgments, damages, costs, liabilities or expenses, including reasonable attorney’s fees, suffered or incurred by the Sublicensor or PCHI in connection with any such claim. The Sublicensor and the Sublicensee both covenant and agree to give each other prompt notice of any claim which has or is reasonably expected to arise that may be subject to the terms set out in this paragraph. Failure to give such notice shall not relieve the Sublicensee from its obligations hereunder.

## 7. CONFIDENTIALITY

- 7.1 Confidential Information. The parties agree that during the term of this Agreement, they are likely to obtain, have access to or become aware of information and materials that each party deems to be confidential, proprietary or of strategic importance, including without limitations, the Licensed Content, all data, trade secrets, knowledge, information, designs, systems, techniques, methods, processes, know-how, business projections, and intellectual property, marketing and sales information, information about the business of each of the parties and their affiliates whether or not reduced to writing (collectively, “**Confidential Information**”).

For the avoidance of doubt, the following materials shall be deemed Confidential Information:

- (a) All content and improvements thereto, now known or later developed, independently by PCHI or jointly by PCHI and the Sublicensor or Sublicensee, which is unique to the PCHI<sup>SM</sup> Model, and the Annually Updated PCHI<sup>SM</sup> Model, including, but not limited to:
- (1) any and all data models (including, but not limited to, standard fields, field definitions, approved field responses); and
  - (2) any and all participant/patient data intake instruments (including, but not limited to, *Demographic Form*, *Progress Form*, and *Visit Form*); and
  - (3) any and all Standard Pathways, which include, but are not limited to, templates defined by PCHI for identifying and resolving risks; and
  - (4) any and all coding mechanisms for identifying and uniformly codifying risks and their mitigations; and
  - (5) any and all workflow processes and rules to guide community health workers including, but not limited to, interview participants, identify and prioritize risks, and rules that define when a Standard Pathway is complete; and
  - (6) any and all workflow processes and rules to support billing health plans or other funders for services provided by the PCH and associated agencies or PA, payment reconciliation for remittances, and distribution on payments to the PCH or PA;
  - (7) any and all electronic/printed paper PCHI<sup>SM</sup> Model Learning Modules to support completion of the Learning Pathway; and
  - (8) any and all standard reports including, but not limited to, the *PCHI<sup>SM</sup> Model Quality Benchmark Report*; and any and all registered and unregistered copyrights and trademarks of PCHI unique to the Pathways Community HUB Institute<sup>SM</sup> (PCHI<sup>SM</sup>), the PCHI<sup>SM</sup> Model, and the Annually Updated PCHI<sup>SM</sup> Model.

- 7.2 Confidentiality Maintained. The parties acknowledge that the success, profitability, and competitive position of each of the parties require that strict confidentiality be maintained at all times with respect to all Confidential Information, and that any breach of such Confidential Information is capable of causing substantial damage to any of the parties. Accordingly, the parties covenant and agree with each other that, unless otherwise provided in this Agreement, during the term of this Agreement and at all times thereafter:
- (a) hold all of the Confidential Information of the other party in confidence and not to use same other than in accordance with the terms of this Agreement and performance of their obligations hereunder;
  - (b) not to publish or disclose the Confidential Information of the other party, whether directly or indirectly, or to assist any other party in doing same; and
  - (c) not to disclose or assist in the disclosure of any Confidential Information of the other party to any Person other than to each party's respective employees, agents and affiliates who have a need to know such information in order for the parties to comply with their respective obligations hereunder, but in such event, each of the parties shall ensure that their employees, agents and affiliates who have access to the Confidential Information shall comply with these provisions.
- 7.3 Indemnification. The parties acknowledge that each party's Confidential Information is the property of and is of economic value to such party and that disclosure of such information to competitors of each of the parties or to the general public would be detrimental to such party (whether directly or indirectly as a result of detriment to the clients or customers of each party). Accordingly, the parties agree to indemnify and hold each other harmless from and against any loss occasioned by the disclosure or use of the Confidential Information by them contrary to the terms hereof, whether through inadvertence or otherwise.
- 7.4 Remedies. The parties acknowledge that any breach of the provisions in this paragraph will cause irreparable harm to the parties and PCHI which cannot be calculated or fully or adequately compensated by recovery of damages alone, and that seeking a remedy to stop parties from continuing the potentially damaging action is a more viable alternative to seeking damages arising from the continuation of the potentially damaging action. Accordingly, the parties agree that they and PCHI shall each be entitled to interim and permanent injunctive relief, specific performance and other equitable remedies, and that resort to such relief will not be considered a waiver of any other rights or remedies that each party and PCHI may have for damages or otherwise arising as a result of breach of these provisions.
- 7.5 Return of Confidential Information. At the request of each party, or PCHI, the other party will provide, in an electronic format acceptable to the requesting party, a copy of all of the requesting party's Confidential Information.
- 7.6 Destruction of Confidential Information. Each party will destroy all copies of Confidential Information of the other party on the earlier of the following dates:

- (a) on the date of termination of this Agreement; or
- (b) on the date on which PCHI instructs the Parties to do so in writing.

## 8. MISCELLANEOUS MATTERS

- 8.1 Entirety of Agreement. This Agreement constitutes the entire agreement among the parties hereto respecting the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements and understandings whether written or oral.
- 8.2 Modification and Waiver. No cancellation, modification, amendment, deletion, addition, or other change in this Agreement or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing signed by the party to be bound thereby. No waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.
- 8.3 No Agency. The parties to this Agreement recognize and agree that each is operating as an independent contractor and not as an agent of the other. This Agreement will not constitute a partnership or joint venture and no party can be bound by the other to any contract, arrangement or understanding except as specifically stated herein.
- 8.4 Notices. All communications among the parties with respect to any of the provisions of this Agreement shall be in writing and shall be sent by registered mail, prepaid courier or facsimile transmission to the addresses set out in this Agreement or to any other address as may be specified, in writing, by the party who changes its address.
- 8.5 Joint Preparation. This Agreement shall be deemed to be jointly prepared by the parties, and any ambiguity herein shall not be construed for or against any party.
- 8.6 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, provincial, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. The parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.
- 8.7 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, without regard to the principles of conflicts of law.

- 8.8 Headings. No account of the headings to the sections of this Agreement will be taken when interpreting the meaning thereof.
- 8.9 Counterparts. This Agreement may be executed and delivered in one or more counterparts, including counterparts delivered by facsimile, portable document format (known by the acronym ‘.pdf’) or otherwise, each of which shall be deemed an original document and each of which, taken together, shall constitute one and the same instrument. A party providing its signature by facsimile, portable document format or otherwise shall promptly forward to the other party the original of the executed copy of this Agreement that was so delivered.
- 8.10 Authority to Enter into Agreement. The undersigned represent that they are authorized to sign this Agreement on behalf of the parties hereto. Each party has relied upon that representation in entering into this Agreement.
- 8.11 Inurement. This Agreement and each and every one of its provisions will be binding upon the Parties hereto and their successors and permitted assigns.
- 8.12 Severability. All terms and conditions hereof are severable and the invalidity, illegality or unenforceability of any term or condition shall not affect the validity, legality or enforceability of the remaining terms and conditions.
- 8.13 Force Majeure. Neither party is responsible for any failure to perform, or delay in performing, its obligations due to causes beyond its reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like.
- 8.14 Third Party Beneficiary. PCHI is an intended third-party beneficiary of this Agreement.

In witness whereof, the fully authorized representatives of Sublicensor and Sublicensee have executed this Agreement as of the latter of the dates indicated in this document.

**SCHEDULE A**  
**FORM OF NOTIFICATION TO COVERED ENTITY OF**  
**BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III. E. of the Business Associate Addendum between Access Tusc (Covered Entity) and \_\_\_\_\_ (Business Associate).

Business Associate hereby notifies Covered Entity that there has been a breach of unsecured protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Addendum.

Description of the breach: \_\_\_\_\_  
\_\_\_\_\_

Date of the breach: \_\_\_\_\_

Date of discovery of the breach: \_\_\_\_\_

Number of individuals affected by the breach: \_\_\_\_\_

The types of unsecured PHI that were involved in the breach (such as full name, Social Security Number, Date of Birth, home address, account number, or disability code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact information to ask questions or learn additional information about this breach:

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

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

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_



# **Memorandum of Understanding**

Between

**Access Tusc Bridges to Wellness**

And

**Buckeye Hills Regional Center**

This Memorandum of Understanding (MOU) states the working partnership agreement between Access Tusc Bridges to Wellness HUB,(referred throughout the MOU as HUB) and Cleveland Clinic Unions Hospital referred throughout the MOU as the Care Coordination Agency or CCA) to reimburse the salary for work done by the Community Care Coordinator utilizing the standardized Pathways of the Pathways Community HUB Model to address health disparities. This agreement outlines the staff, activities, and services the HUB and CCA each provides and the reimbursement to the CCA by Access Tusc through funding from the Commission on Minority Health and other possible grant opportunities. This MOU is in addition to existing contracts between the HUB and the CCA. This MOU does not replace existing contracts between the two entities.

## **I. Partner Description**

### **Access Tusc Bridges to Wellness HUB- The HUB**

Access Tusc is a 501-c-3 nonprofit organization that represents and advocates on behalf of its members and provides collaborative opportunities to enhance the health status of the citizens of Tuscarawas and surrounding counties of Ohio. Bridges to Wellness is a program of Access Tusc that was developed in 2018 to reduce health disparities utilizing the certified Pathways Community HUB Model. The Model is an outcome-based approach to finding those in our community at greatest risk for a variety of health conditions, connecting them to appropriate medical care through community-based care coordination, removing barriers to obtaining care, and measuring the results. The HUB coordinates community-based care coordination utilizing standardized Pathways and contracts with care coordinating agencies to provide care coordinators that function as community health workers to enroll at-risk clients in the HUB. The HUB contracts with payers to fund this outcome-based care coordination provided by CCA's and provides training and works to address system issues that negatively impact infant mortality. The HUB has also secured funding to reimburse its CCA agencies for work done by Community Care Coordinators with clients with whom the HUB does not have a Medicaid contract.

[CCA organization description here ]

Please add in description below

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## II. Purpose and Scope

The HUB and CCA will work together to improve birth outcomes and to reduce infant mortality rates within a PCHI certified eight countywide area of Ohio (Belmont, Carroll, Coshocton, Guernsey, Muskingum, Monroe, Tuscarawas, and Washington counties) by utilizing the Pathways Community HUB Model to find those women at greatest risk for a poor birth outcome and connect them to care.

CCA commits to working through the HUB program to provide Care Coordination Services utilizing the standardized Pathways as outlined in Section III of this Agreement.

The HUB commits to providing the agreed upon payments to the CCA based on meeting the program deliverables outlined in the Contractual Agreement between the HUB and the CCA effective 12/1/22 as well as the reimbursement/startup expense items outlined in receivable grants as these grants allow.

## III. Roles and Responsibilities

HUB: Maintains client health records and contracts with software platform(s) to ensure HIPAA compliant metrics are provided. Performs data analytics and reporting for CCA, funders and community reports. Billing contracts with funders, billing/invoicing records to funders and reimbursements to CCAs in timely fashion. Maintains business collaboration with CCA partners by means of bi-monthly Advisory Council meetings that include topics pertaining to national, state and local initiatives regarding standardizations and updates of certified practice models of Pathways Community HUBs. HUB will proactively meet with local communities and businesses and provide media marketing to encourage the model while promoting referrals. Additionally, HUB will provide regularly scheduled “Core Team” meetings for CCAs to receive required educations, practice support and opportunity for open communications regarding HUB practice. CCA regional support sessions will also be regularly scheduled to promote local resource development and provide case supervision opportunities. All these sessions will be provided to CHW, CHW Supervisor and CCA Management contact person(s).

Staff: CCA will appoint a supervisor, an RN, LPN or LSW, or of similar professional License of care coordination services and will employ Care Coordinator(s) who work through the HUB and follow the HUB policy and procedures as outlined in the contractual agreement dated below. The HUB will employ program staff to secure contracts for care coordination services, track and provide payment for care coordination

services; provide training, and community coordination to support the work of the care coordination agencies.

Activities and Services: The CCA will employ Care Coordinators that will perform the following activities and services utilizing the appropriate PCHI standardized Pathways as follows:

1. Canvass clinics, community centers, emergency departments, homeless shelters, and identified “hot spot” neighborhoods to find and enroll between 30-50 pregnant women annually, the majority of whom are minorities and meet the criteria for being at risk of having a poor birth outcome. (Pregnancy Pathway)
2. Connect the client to health insurance (Health Insurance Pathway) and a medical home (Medical Home Pathway) for prenatal care and preventive services.
3. Work with the women to connect them to community resources to remove barriers to care including:
  - Permanent Housing (Housing Pathway)
  - Mental Health and Addiction Services (Medical Referral Pathway)
  - (Behavioral Health Pathway)
  - Social Services including transportation, WIC, parenting classes, Cribs for Kids, etc. (Social Service Referral Pathway)
  - Tobacco Cessation Services (Smoking Cessation Pathway)
  - A Primary Care Physician (Medical Home Pathway)
  - Education/Training (Adult Learning Pathway)
  - Job Assistance (Employment Pathway)
4. Work with the clients to create and implement a comprehensive reproductive life plan to determine if or when they plan to have future children, identify and address personal and professional goal, increase birth spacing between pregnancies, and reduce the chance of unintended pregnancies in the future.
5. Educate enrolled pregnant clients on topics including safe sleep practices, benefits of breastfeeding, and dangers of tobacco use (Education Pathway).
6. Upon delivery, work with the client to schedule their postpartum appointment 21-56 days after delivery and remove barriers to care to ensure attendance of the visit (Postpartum Pathway).
7. Work with client to identify a family planning method and ensure client is using it at postpartum (Family Planning Pathway).
8. Ensure infant is connected to a medical home and attends a well-baby visit within the first month of life (Medical Referral Pathway).
9. Submit all documentation to the HUB through Care Coordination Systems.

10. Attend any training required by the HUB.

**IV. Reimbursement for Salaried Employee**

The HUB will reimburse the CCA for work done by its Part (20 hours/week) or Full Time Employee(30-40 hours/week) in the Community Care Coordinator role when the Care Coordinator works with who are enrolled into the HUB program who do not have insurance or have insurance with an MCO that does not have an effective contract for services with Access Tusc. The rate of reimbursement will be minimum, \$15.00/hour and will be invoiced to Access Tusc monthly by the CCA, unless more can be provided based on **grant availability** (such as PREGNANT clients or COVID education clients – specific questions can be directed to HUB Director). Clients must be enrolled in Care Coordination System and efforts by the Care Coordinator must be documented within this system in a timely manner.

**V. Designated Agency Contacts**

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

**Access Tusc Bridges to Wellness HUB:**

Paige Dugan  
865 ½ East Iron Ave  
Dover, Ohio 44622  
[paige@access.org](mailto:paige@access.org)  
234-801-8009

**Care Coordination Agency:**  
**Buckeye Hills Regional Center**


\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Authorized Signature                      Date

**VI. Term**

This MOU will be valid until cancelled by either party with 30 days written notice to the designated agency contacts.

DRAFT

## ANNOUNCEMENTS

- **Appalachian Community Grant Program Updates** | The Ohio Department of Development on February 27 **announced** additional support for entities interested in applying for the Appalachian Community Grant Program. Development has procured planners to assist Ohio's Appalachian communities with the creation of comprehensive plans and applications for the grant program. Planners will provide communities with a variety of planning services, including project engineering, architecture, design, surveying, and grant writing. Eligible applicants will be matched with a procured planner based on their project and preferred planner selection. Eligible lead applicants can request a planner on behalf of their project; multiple planning requests should not be made for the same project. The request form and list of planners available in the Buckeye Hills Region (Athens, Hocking, Meigs, Monroe, Morgan, Noble, Perry, and Washington counties) is available at [development.ohio.gov/community/governors-office-of-appalachia/procured-planners](https://development.ohio.gov/community/governors-office-of-appalachia/procured-planners)

For organizations and communities that are part of Buckeye Hills Regional Council's technical assistance grant application, our Development Division will host hybrid meetings with our subcommittees in early March to discuss planning needs and coordinate requests for planners.

The Governor's Office of Appalachia has shared that the State Controlling Board is expected to consider approval of technical assistance grants at its March 20 meeting. The agenda will be published on March 13.

- **Call for Projects: BHRC Brownfields Assessment Program** | In 2022, Buckeye Hills Regional Council was awarded a US Environmental Protection Agency (USEPA) **Brownfields Assessment Grant**, which will allow the Council to make available resources that can assist with assessing brownfields properties. This grant can provide assessment resources to Brownfields properties and assist in planning for the successful reuse of these properties. Buckeye Hills is currently in the project-finding phase of this grant. Brownfield Site Questionnaires, available from Kate Dunn, Senior Planner, at [kdunn@buckeyehills.org](mailto:kdunn@buckeyehills.org) and should be completed for each individual site to be considered for assessment by **March 31**.
- **Buckeye Hills Chosen to Lead Southeast Regional Digital Inclusion Alliance** | BroadbandOhio has selected Buckeye Hills Regional Council as one of five organizations across the state to lead Regional Digital Inclusion Alliances (RDIAAs) that will champion digital opportunity at the grassroots level. BroadbandOhio announced the initiative as a key component in its effort to develop a statewide digital opportunity plan during its Digital Opportunity Summit on February 16 in Columbus. Buckeye Hills and the other lead organizations will work alongside BroadbandOhio in developing the state's digital opportunity plan, leveraging their local relationships to ensure the final plan meets federal requirements of the State Digital Equity Planning Grant Program while also meeting the needs of all Ohioans.

## CURRENT INITIATIVES

- **The Ridges** | On January 19, 2023, the partnership formed under the direction of Misty Crosby—between the Buckeye Hills Foundation and Community Building Partners LLC, known as the Ridges Development Partners LLC—presented to the Ohio University Board of Trustees a Development Plan for The Ridges. The Board of Directors passed a Resolution to proceed with the Development Strategy during that meeting. The project began with BHRC and Community Building Partners LLC working under an ARC Grant to conduct assessments of the land and structures, and create a development proposal to redevelop the property. Throughout the development, the

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process will utilize many different economic development tools across several components including various types of housing, owner occupied business integration, work-live spaces, and other retail, commercial and educational spaces. The real value throughout the BHRC Region will be benchmarking the processes and measuring success. Moving forward, several programs and private investment strategies will be used to revitalize the property and create a “playbook” for communities throughout the region to implement similar programs and strategies in their jurisdictions. Chasity Schmelzenbach was appointed in February to continue with the project as the Buckeye Hills Foundation’s representative to the Ridges Development Partners LLC. On February 27, 2023, they presented the project and petition to create the New Community Authority, to Athens City Council Committee, and will be presenting to the full Athens City Council in March.

- **Federal and State Pre-Applications for Local Projects due March 31** | Completing Buckeye Hills Regional Council’s online Project Profile questionnaire is the first step for local officials working with Buckeye Hills to pursue project funding from the Appalachian Regional Commission and other state and federal partners. The deadline to submit Project Profiles is **March 31, 2023, at 4:00 p.m.** Submitted projects should focus on **supporting local business, workforce development, community infrastructure, and regional culture and tourism.** Projects must serve residents in one or more of the eight counties served by Buckeye Hills: Athens, Hocking, Meigs, Monroe, Morgan, Noble, Perry, and Washington. Profiles may be submitted online at [buckeyehills.org/project-profiles](https://buckeyehills.org/project-profiles). (Please note that this process is **not** related to the State of Ohio’s Appalachian Community Grant Program.)

## FEDERAL UPDATES

- **ARC POWER Applications Due April 19** | The Appalachian Regional Commission (ARC) issued a Request for Proposals (RFP) for its POWER (Partnerships for Opportunity and Workforce and Economic Revitalization) Initiative. POWER targets federal resources to bring economic diversification and new opportunities to Appalachian communities affected by job losses in coal mining, coal power plant operations, and coal-related supply chain industries. Successful POWER grant applications will demonstrate the ability to produce diverse economic development outcomes, including diversifying local and regional economic bases, creating stable employment opportunities in new or emerging industries, expanding workforce service and skills training, and attracting new sources of public and private investment. Proposals may also include plans to integrate activities with existing economic development projects and support the implementation of existing economic development strategic plans on a local, regional, or federal level. Additional information about POWER and the application process can be found at [arc.gov/arcs-power-initiative](https://arc.gov/arcs-power-initiative). Interested applicants in the Buckeye Hills region of Southeast Ohio may also contact Sam Miller, Development Director, at [smiller@buckeyehills.org](mailto:smiller@buckeyehills.org) or 740-376-1028.
- **FY 2022 SAFER Grant Application Period Open Through March 17** | The FY 2022 SAFER Application period opened on February 13 and will close on March 17 at 5:00 p.m. You can view the FY 2022 SAFER Notice of Funding Opportunity (NOFO) at [Staffing For Adequate Fire And Emergency Response \(SAFER\) Documents | FEMA.gov](#). The Staffing for Adequate Fire and Emergency Response Grants (SAFER) program was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, “front-line” firefighters available in their communities. The goal of SAFER is to enhance the local fire departments’ abilities to comply with staffing, response, and operational standards established by the National Fire Protection Association (NFPA 1710 and/or NFPA 1720). The online SAFER grant application will be available through the Assistance to Firefighters Grant Program’s FEMA GO (FEMA Grants Outcomes) application portal at [go.fema.gov](https://go.fema.gov).

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## UPCOMING CONFERENCES & EVENTS:

- **March 12-15: NADO & DDAA Washington Conference** | Crystal Gateway Marriott in Arlington, Virginia
- **March 21-22: Ohio Association of Area Agencies on Aging Advocacy Conference** | Columbus Sheraton at Capital Square
- **Save the Date: April 7: Buckeye Hills Regional Council Annual General Policy Council Meeting** | Buckeye Hills Regional Council, Marietta
- **Save the Date, May 10: Southeast Ohio Aging Summit** | Buckeye Hills Regional Council, Marietta
- **Save the date, May 23: 11<sup>th</sup> Annual Appalachian Ohio State of the Region Conference: Placemaking and Reimagining Rural Economies** | Ohio University, Baker University Center Ballroom, Athens

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**CONTACT INFO:** Chasity Schmelzenbach, Executive Director  
[cschmelzenbach@buckeyehills.org](mailto:cschmelzenbach@buckeyehills.org) | 740-376-1034

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11<sup>TH</sup> APPALACHIAN OHIO STATE OF THE REGION CONFERENCE

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