

Program Committee Meeting

Meeting date: Monday, August 10, 2020

Meeting time: 5:03pm – 5:46pm

Meeting location:

<https://zoom.us/j/5853755182?pwd=eXhUUGhPNDhCekZHcWJFNHFZWjJoUT09>

Meeting ID: 585 375 5182

Password: 44857

By phone:

+1 929 205 6099 US (New York)

Meeting ID: 585 375 5182

Password: 44857

Recorder: Ashley Morrow

Committee Members Present:

X	Steve Barnes, Committee Chair	X	Lenora Minor
X	Ken Murray	X	Mike White
X	Julie Landoll, Second Vice Chair		Katie Chieda, Board Chair-Absent

Board Staff Present:

X	Kristen Cardone, Executive Director	X	Ashley Morrow, Administrative Assistant
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Unfinished business/updates:

- Board seats
 - Open seat update
 - Ms. Cardone shared that the Board is just waiting on the formal approval of Ms. Silvia Hernandez for the open Board seat. Ms. Cardone hopes to swear her in at the September Board meeting.
- Lease (Attachment I)
 - Ms. Cardone shared the lease for the basement with the Governance Committee last week. There were some questions that arose from the meeting that Ms. Cardone discussed with Mr. Randal Strickler. Mr. Strickler stated a lease is necessary for insurance purposes and the Board is required to charge some amount, although it may be small amount, to keep the insurance. Mr. Strickler clarified in the lease the hours the space will be used and added that the closet space is off limits as well.
 - Ms. Cardone asked committee members to review the updated lease. She shared that Section 1 and Section 3 are the only areas that have been updated. The rest of the lease is a standard lease.
 - Ms. Cardone asked Committee members what their thoughts were on a rental amount for the lease. Committee members agreed that the Board is not renting a space to make money but to provide services.
 - Program Committee members recommend \$12.00 a year for the lease agreement.

Discussion Items:

- Huron County LOSS contract extension
 - Ms. Cardone share that the Board is permitted to contract with individuals for services, however, there is now a rather in depth and ongoing process that is required to prove that the individuals are independent contractors and not employees. By no longer overseeing ALERT, this has improved quite a bit, however, the Board still contracts with 2 individuals for services – Kevin Mount for NAMI and Darrell Shumpert for LOSS. Ms. Cardone reached out to Kim Eberle with Let’s Get Real to find out if she would be willing to oversee the LOSS team and effectively absorb the contracted services we had originally intended to contract with Darrell for. She said she would be more than happy to take that over as the LOSS team aligns with Let’s Get Real’s mission and goals. Ms. Cardone recommended a contract extension for the LOSS contractor to next Tuesday to cover the time and expenses for the last 50 days. The Program Committee supported the contract extension.
 - Motion: Authorize Executive Director to enter into a contract addendum with Darrell Shumpert, Huron County LOSS Coordinator, extending the SFY 2020 contract by 50 days in an amount not to exceed \$1,728.00. The new contract end date will be August 19, 2020.
- Let’s Get Real contract addendum
 - Ms. Cardone also recommended a contract addendum to include LOSS team services to Let’s Get Real’s contract for the remainder of FY21. The Program Committee supported the contract addendum.
 - Motion: Authorize Executive Director to enter into a contract addendum with Let’s Get Real, Inc, for SFY 2021 in an amount not to exceed \$10,892.00, for a total contracted amount for SFY 2021 of \$101,292.00.
- Healthy Ashland app (Attachment II)
 - Ms. Cardone shared an overview of the Healthy Ashland app that was shared at the Governance Committee. Ms. Cardone said the app is fully customizable, with 24/7 access to: links to local resources, calendar of events, Board meetings, ability to track usage to identify where people are going on the app, and links directly to websites which reduces need for ongoing updates of site. Ms. Cardone shared that the cost will not exceed \$20,000 and that includes up to 8 focus groups. The focus groups can help establish what is helpful, what is needed, what would be used, and encourage buy in from other organizations. The app would be something “for the county, built by the county”. Ms. Cardone shared that it would take about 2 months to build the app. A Beta version would be available in a month at which time the focus groups would be held and the app would be updated based on feedback from the focus groups. Ms. Cardone acknowledged the unknown financial situation of the Board but she feels this is a creative and greatly beneficial opportunity to reach the community.
 - Committee members discussed the pros and cons of the app. Committee members felt this would be a great resource for the community, allowing all information to be in one spot. They feel it is an effective tool that would bring mental health training, stress relief tips, local supports, and services and more right to the residents of Huron County. However, Committee members were unsure about the cost of the app. They feel it may be worth looking into other options. Some options discussed were looking for local individuals, possibly students or school IT departments that would be able and willing to create an app for Huron County. Committee members shared some ideas of individuals who may possibly be able to help and Ms. Cardone will reach out to gather more information.
- Q&A (Attachment III)
 - Ms. Cardone shared that she will now be including in each committee meeting a brief discussion period about what Board members see in the community as needs or gaps. Ms. Cardone asked committee members to share any negative feedback or recommendations, asking for any input committee members have.

- Dr. Mike White shared that there is a ton of anxiety and depression, especially in schools. Not sure what the long-term effects will be but those are two issues he sees. He also added that he was informed that delivery of alcohol is up 13% currently.
- Ms. Minor shared that she has received a lot of positive feedback regarding MHAS and DJFS appreciates what Board staff are doing.
- Ms. Julie Landoll shared that the Resource Bags are receiving good feedback as well. Ms. Landoll handed out Resource Bags to Mercy ED and Willard doctors' offices.

Motions for August Board meeting:

- Authorize Executive Director to enter into a contract addendum with Darrell Shumpert, Huron County LOSS Coordinator, extending the SFY 2020 contract by 50 days in an amount not to exceed \$1,728.00. The new contract end date will be August 19, 2020.
- Authorize Executive Director to enter into a contract addendum with Let's Get Real, Inc, for SFY 2021 in an amount not to exceed \$10,892.00, for a total contracted amount for SFY 2021 of \$101,292.00.
- Authorize Executive Director to enter into a lease agreement with Let's Get Real beginning August 18, 2020, with the terms of the lease as shown in Attachment I.

Attachment I

LEASE AGREEMENT

THIS LEASE is made at Norwalk, Ohio as of this ____ day of August 2020, by and between the Huron County Mental Health and Addiction Services Board (the “Lessor”), and Let’s Get Real, Inc. (the “Lessee”).

WITNESSETH:

1. **Demised Premises.** Lessor does hereby demise and lease to the Lessee the basement portion of the premises located at 2 Oak Street, Norwalk, Ohio 44857 (Hereinafter referred to as the “Premises”). LESSEE SHALL BE ABLE TO USE THE ENTIRE BASEMENT AREA MONDAY THROUGH FRIDAY, BETWEEN THE HOURS OF 8 A.M. TO 5 P.M. EACH DAY IN ORDER TO PROVIDE ITS SERVICES. MOREOVER, IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT LESSOR SHALL BE ABLE TO UTILIZE OR SUBLET THE LEASED PREMISES DURING THE TIMES THAT LESSEE IS NOT USING IT.

FURTHERMORE, LESSOR SHALL PROVIDE A CLOSET OR OTHER SECURE AREA WITH A LOCKING DOOR FOR LESSEE TO STORE ITS CONFIDENTIAL FILES IN A LOCKED FILING CABINET. THE PARTIES AGREE THAT LESSOR SHALL NOT HAVE ACCESS TO LESSEE’S LOCKED FILING CABINET.

2. **Term.** The initial term of the lease shall be one (1) year, with the option of renewal of one (1) additional one-year term, commencing on July 1, 2020, and ending on June 30, 2021. Each subsequent term shall commence on July 1st and end on June 30th of each renewal term.

3. **Rental.** The Lessee agrees to pay to the Lessor as rental for the Premises during the initial term and any subsequent term of the Lease the sum of TWELVE dollars and no/100 (\$12.00) per annum, payable AT THE COMMENCEMENT OF THE TERM OR EACH SUBSEQUENT TERM.

4. **Option to Renew.** Lessee shall have the option to renew the term of this Lease for one consecutive one-year term, beginning July 1, 2021. Lessee shall notify Lessor in writing no later than May 1, 2021 prior to the expiration of the original term of Lessee’s election to renew. No exercise of a renewal option shall be effective if Lessee is in default under this Lease at the time of exercise. In the event that Lessee exercises its option to renew, the rental amount shall remain the same as during the original term. Excepting the term ending date, all other conditions and covenants of the original lease shall be in effect and binding during any and all renewal terms.

5. Early Termination.

5.1. **By Lessor:** Notwithstanding the lease terms herein, Lessor reserves the right to implement early termination of this Lease at any time in the event that Lessor finds such to be reasonably necessary and in the public interest. Lessor shall provide no less than sixty (60) days prior written notice to Lessee of Lessor’s exercise of early termination rights.

5.2. **By Lessee:** Notwithstanding the lease terms herein, Lessee shall have the right to implement early termination of this Lease by providing not less than (60) days prior written notice to Lessor of Lessee’s exercise of early termination rights.

5.3. **Effect of Early Termination:** Upon the effective date of early termination, this Lease shall terminate, and the parties shall be released from the promises and covenants herein and neither party shall be liable to the other for damages or costs due to early termination.

6. **Use.** The Lessee shall have the right to use the Premises and each and every part thereof as described herein only for the specific and exclusive purpose of providing mental health and substance abuse peer support services and activities directly related thereto. At all times during the term of the Lease, Lessor shall take reasonable measures to ensure that Lessee’s use of the Premises is not unreasonably disturbed or interfered with by Lessor or its agents, invitees, and employees.

7. **Utilities.** Lessor shall be responsible for the utilities relative to Lessee's use of the premises.

8. **Taxes.** Lessor shall pay all real estate taxes and assessments, general and special, and all other governmental impositions which may be levied against the real estate during or pertaining to the term of the Lease, if any.

9. **Repairs.** The Lessee will repair and maintain the interior of the Premises, and repair and maintain its equipment and personal property. The Lessor agrees to make and provide, at its expense, all necessary structural repairs, and replacements, both interior and exterior, all necessary maintenance, repairs, and replacements to the exterior of the Premises. The Lessor further agrees to make, at its expense, all repairs and all replacements of heating, plumbing, electrical and other building equipment, except repairs and replacements made necessary by misuse on the part of the Lessee. In addition, the Lessor shall maintain and keep in good, safe condition and repair all common areas, if any, of the Real Estate and the sidewalks, parking areas and all utility and sewer lines serving the Premises.

10. **Insurance.** The Lessee shall, at all times, during the initial term and any subsequent term hereof, keep in force at its own expense, appropriate insurance to cover its own contents plus general public liability insurance with reasonable limits as approved by Lessor. Lessor shall, at all times during the initial term and any subsequent term hereof, at its own expense, keep the Premises insured against loss by fire and all of the risks and perils usually covered by an extended coverage endorsement to a policy of fire insurance.

11. **Indemnity.** Except to the extent liability is expressly waived elsewhere in this Lease, Lessee shall indemnify and hold Lessor harmless against any and all claims, liabilities, damages and losses, resulting from injury or death of any person or damage to property occurring on or about the Premises in conjunction with Lessee's use and occupancy of the Premises.

12. **Default.** In case any rent shall be due and unpaid, or if default be made in any of the covenants herein contained to be performed by the Lessee, and such default has not been cured after notice, and within the time herein provided, then Lessor either may terminate Lessee's right of possession without terminating the Lease or may terminate the Lease. The Lessee shall not be deemed in default in payment of rent until the expiration of ten (10) days after receipt by the Lessee of written notice given by the Lessor specifying the amount and details of the unpaid rent. Lessee shall not be deemed in default of any other covenants or agreements of this Lease until after the expiration of thirty (30) days after receipt by the Lessee of written notice given by the Lessor specifying the nature and details of such default. If default shall be made by the Lessor in the performance of the covenants or agreements of this Lease to be performed by the Lessor, and said default shall have continued for thirty (30) days after written notice thereof from the Lessee to the Lessor, the Lessee, in addition to all other remedies now or hereafter provided by law, may, at its election, terminate this Lease upon written notice to the Lessor or perform such covenant or agreement for or on behalf of the Lessor, and any amount or amounts which the Lessee shall advance pursuant thereto shall be repaid by the Lessor to the Lessee on demand.

13. **Expiration.** The Lessee covenants and agrees that it will at the expiration of the term of this Lease, yield and deliver up the Premises in like condition as when taken, except as herein otherwise provided, reasonable wear and tear excepted.

14. **Assigning and Subletting.** The Lessee shall not assign this Lease without the prior written consent of the Lessor. Lessee's obligations and covenants on this Lease shall continue notwithstanding any subleases.

15. **Non-Discrimination.** During the term of this Lease, Lessee, its employees and agents shall not discriminate against any employee, agent, worker, applicant, or any member of the public, because of race, color, national origin/citizenship, sex, gender identification, sexual orientation, religion, age, disability, genetics, or military status.

16. **Quiet Enjoyment.** The Lessor agrees that the Lessee, upon paying the rent and performing the covenants of this Lease, may quietly hold and enjoy the demised premises during the term hereof. Lessee agrees that inconvenience and disruption due to renovation and/or repair of the Premises shall not constitute a breach of this covenant.

17. **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

Lessee:

Lessor:

Let's Get Real, Inc.
1939 Oberlin Avenue
Lorain, Ohio 44052
Attn: Kim Eberle, Exec. Dir.

Huron County MHAS
2 Oak Street
Norwalk, Ohio 44857
Attn: Kristen Cardone, Exec. Dir.

Any such notices shall be either (a) sent by certified U.S. Mail, return receipt requested, in which case notice shall be deemed delivered upon receipt of the signed return receipt, postage prepaid in the U.S. mail, (b) sent by recognized overnight courier service, in which case it shall be deemed to have been given upon confirmed receipt, or (c) upon receipt, if personally delivered. All parties shall have the right from time to time to designate by written notice to all other parties any other address or place where such notice, demand, or request shall be addressed.

18. Miscellaneous.

- a. **Paragraph Titles.** The paragraph titles inserted in the Lease are for convenience only and are not intended to and shall not be considered to limit, enlarge, or effect the scope or intent of this Lease nor the meaning of any provision herein.
- b. **Pronouns.** The personal pronoun used to refer to the Lessor shall be taken to mean the plural or feminine or masculine as may be appropriate.
- c. **Modification.** This lease can be modified or amended only by a written agreement signed by Lessor and Lessee.
- d. **Governing Law.** The laws of the state of Ohio will control in the construction and enforcement of this Lease.
- e. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.
- f. **Right of Entry.** During the term hereof, Lessor may enter the Premises to inspect or survey the same upon reasonable prior notice to Lessee (except in an emergency). Such inspections shall be at the sole risk and expense of Lessor and shall be conducted during normal business hours and without undue interference with Lessee's business operations.
- g. **Snow Removal.** Lessor shall remove snow and salt ice on the public walk areas of the Premises as part of its regular operations, except during weekends, holidays, and such other times that Lessor's facilities are closed.

Attachment II

- App creator: Oscar McKnight, experience in statistics, research, math, and is a licensed mental health therapist. Currently works at Ashland University.
- Unique aspects of the app:
 - Link directly to websites so when sites update so does the app
 - Able to track usage including what using, where using, how long
 - Most used in Ashland County is stress reduction
 - Able to include community resources, community calendar
 - Can be customized (could link to schools, other organizations)
 - Focus groups including local stakeholders to get feedback and buy in
 - 8 different focus groups, 90 participants
- Timeline:
 - first app took 6 months, now takes 2 months
 - Will have beta version within one month, then do focus groups and get feedback
- Cost:
 - not to exceed \$20,000
 - Cost includes app and focus groups

Attachment III

1. What do you see as being the needs in Huron County based on the parts of the community you interact with on a regular basis?
2. What ideas or recommendations do you have regarding services or areas of improvement?
3. Have you heard any negative feedback regarding the Board or mental health and/or addiction services in the county?