

# MHR SB GOVERNANCE COMMITTEE MEETING

August 2, 2016

4:00 p.m.

## Agenda

Item	Information Enclosed	Action Required	Allocation Required	Page
1. Call to Order				
2. Recognition of Visitors				
3. Meeting Minutes: June 7, 2016	✓	✓		1-5
4. Committee Assignments	✓			6
5. Shared Campus Feasibility Study	✓			6
6. Proposed FY 2017 Contract Amendments	✓	✓		7-9
7. Inclusion Council Update	✓			10
8. Open Session				
9. Adjournment				

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## GOVERNANCE COMMITTEE MEETING MINUTES

June 7, 2016

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### Governance Committee Members Present:

Audrey Weis-Maag	Neema Bell	Linda Alvarado-Arce
Andre Tiggs	Linda Howe	Tony Pfeiffer
Lynn Olman		

### Governance Committee Members Not Present:

Dr. Tim Valko	Pastor Perryman
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**Staff:** Scott Sylak, Tom Bartlett, Tim Goyer, Donna Robinson, Delores Williams

**Visitors:** Richard Arnold; Joe Tafelski, ABLE; Karen Wu, ABLE; Adam Nutt, Zepf Center; George Johnson, Rescue; Geof Allan, UMADAOP; Pam Myers, Unison.

Ms. Bell opened the meeting at 4:01 p.m., with introduction of visitors.

### Minutes of Meeting – May 10, 2016

*Mr. Olman made a motion to approve the minutes and it was seconded by Ms. Weis-Maag. There was no discussion and the minutes were approved by a voice vote.*

### FY 2017 Provider Agreement

Mr. Goyer indicated that the MHR SB contracted with Christina Shaynak-Diaz, an Ohio private practice attorney and prior OACBHA staff attorney, to review the Board's provider agreement. Specific attention was given to a possible two-year contract, consolidation of MHR SB's prevention/support and treatment agreements into one, and to ensure that the reference codes used in the agreement are consistent with recent Ohio Revised Code amendments.

Ms. Shaynak-Diaz proposed that the Board stay with a one-year provider agreement in light of the uncertainties surrounding Medicaid redesign, and she recommended consolidation of the previous two agreements into one agreement, as well as making some other language changes that were incorporated into the draft agreement included in the meeting packet.

Mr. Goyer reviewed the proposed red-lined changes contained in the draft FY 2017 Provider Agreement that were previously sent to the Executive Directors at all of the contracted agencies on May 18, 2016 requesting their feedback. The Committee provided the following feedback on the draft provider agreement:

1. Mr. Pfeiffer referenced page 15, which reads "MACSIS or its successor," but on page 8 at the bottom, language only states MACIS; it was requested that the language be consistent.

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2. Ms. Bell referenced the last paragraph on page 35 under “dispute resolution” where the last sentence that reads: “status quo shall be maintained throughout the dispute resolution process.” Ms. Bell asked if there are any circumstances where the Board can’t maintain “status quo” when litigation occurs, and she requested that staff re-think this language because it is an affirmative commitment if there would be a dispute.
3. Ms. Bell referred to page 15, the last sentence, regarding agency cooperating with investigations by the Board of complaints alleging; requesting the language say “abuse or neglect” instead of “abuse and neglect.”
4. Ms. Bell referred to page 11, under “non-discrimination; she suggested adding “gender identity” along with “sexual orientation” because they are not one in the same.

The following motion was recommended to the Board of Trustees:

*The Mental Health & Recovery Services Board of Lucas County approves the format and boilerplate content of the Provider Agreement for Mental Health and Addiction Treatment, Prevention and Supportive Services as presented at the June 21, 2016 Board meeting, and authorizes its Executive Director to use documents in this form in order to enter into agreements with provider agencies in accordance with allocations that were made at the May 17, 2016 Board meeting.*

*Ms. Howe made a motion and it was seconded by Mr. Olman. Following discussion, the motion was approved by a voice vote with the Committee’s recommended changes.*

### **MHR SB Table of Organization Proposed Changes**

Mr. Sylak reported that Mr. Bartlett is retiring from the MHR SB on June 30, 2016. Staff believes it is now time to review the Board’s organizational structure and made a recommendation that the vacated Associate Executive Director position be eliminated on July 1, 2016 and a Director of Finance position be established with a salary range of \$68,000-\$103,000 effective June 22, 2016. If approved, Mr. Sylak indicated an interim appointment will be made.

The draft Director of Finance Job Description was included in the meeting packet. The description was essentially the same as the previous description for the Associate Executive Director with the exception of removing the statement that says the position will be in charge of the organization upon the Executive Director’s absence.

Mr. Sylak reviewed the revised Organizational Chart included in the meeting packet that will become effective July 1, 2016 upon the Committee’s recommendation to the full Board for approval. He said this will be the first step in a potential reorganization of Board staff with consideration of factors moving forward that include behavioral health redesign and future billing system changes that will be addressed in conjunction with the Board’s strategic planning efforts.

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The following motion was recommended to the Board of Trustees:

*The Mental Health and Recovery Services Board of Lucas County approves the following revisions to the Table of Organization:*

- *Eliminates the full-time position of Associate Executive Director effective July 1, 2016.*
- *Adds the full-time position of Director of Finance and establishes a salary range of \$68,000 to \$103,000 for the new position effective June 22, 2016.*

*Ms. Weis-Maag made a motion and it was seconded by Mr. Tiggs. There was no discussion and the motion was approved by a voice vote.*

### **FY 2017 MHRSB Administrative Budget**

Mr. Bartlett referred to pages 10-13 of the meeting packet for a review of the proposed FY 2017 Administrative Budget in the amount of \$1,805,385, as compared to the FY 2016 MHRSB Administrative Budget of \$1,735,704, representing a year-to-year increase of four percent. Mr. Bartlett explained the main differences between the two budgets. Mr. Bartlett also noted that no provision for billing software is provided in proposed budget. Board staff is currently evaluating options in the event that MACSIS becomes inoperable.

Mr. Bartlett stated that if the FY 2017 Board Administrative Budget is approved by the Trustees, it would allow MHRSB to invest approximately \$.93 cents of every \$1.00 of Board Revenue for treatment, prevention and supportive services in Lucas County.

The Committee asked how long the two open Board positions have been vacant as referenced on the July 1, 2016 Organizational Chart included in the meeting packet. Mr. Sylak indicated that the Manager of Support Services has been vacant since the previous Manager of Support Services transitioned to the Manager of Treatment position seven months ago. Staff continues to advertise for the Manager of Support Services position and there have been several interviews conducted in an attempt to fill it. The Client Rights position is covered by another staff member on an interim basis, and it is Board staff's intent to fill that contracted position.

The following motion was recommended to the Board of Trustees:

*The Mental Health & Recovery Services Board of Lucas County approves the Fiscal Year 2017 MHRS Board Administrative Budget of \$1,805,385 as contained in the June 21, 2016 MHRS Board packet.*

*Mr. Pfeiffer made a motion and it was seconded by Mr. Olman. Following discussion, the motion was approved by a voice vote.*

**ABLE CY 2015 Late Audit Submission Assessment Appeal**

Mr. Bartlett indicated under ABLE's FY 2016 Provider Agreement, Article 7.4.1. specifies that if the Calendar Year (CY) 2015 Audited Financial Statements are not submitted to the Board by May 1, 2016, an assessment is due to the MHRSB for the late submission. Since ABLE was late in submitting their CY 2015 audited financial statements, they were informed by the Board staff that a \$1,500 assessment fee is payable to the MHRSB. Article 7.4.1 provides ABLE the opportunity to appeal the assessment; the Executive Director of ABLE submitted in a letter on May 31, 2016 included in the meeting packet. Subsequently, the MHRSB had 30 days from the agency's appeal date to act on the appeal with the Board of Trustees having the final decision of whether to enforce, waive, or amend the assessment fee. The Board staff asked the Committee to consider making a recommendation to the full Board.

Mr. Joe Tafelski, Executive Director of ABLE, said there is a long history of ABLE being compliant with the MHRSB requirements. He noted that their finance team does accounting and finance for both LAWO and ABLE, and they were handling two audits at the same time. Mr. Tafelski said that this year, the major federal funder for LAWO was on-site to do a five-year compliance assessment the week the audit was due to the Board, and noted that the due date was on their calendar and it inadvertently got overlooked. However, as soon as ABLE discovered it was late, they immediately submitted it to the Board even though the audit report was finalized on April 27, 2016; Mr. Bartlett indicated that ABLE did submit a clean audit.

The Committee reiterated that it wants to maintain full compliance from the agencies and that the Board strives to be consistent in its recommendations. However, it was discussed that the assessment will most likely have an impact on services provided which warranted the Board to look at ABLE's past performance with a clean history, and the severity of the offense from the date the audited financial statements were due and when they were submitted to the Board which was 10 days after the due date.

*Mr. Olman made a motion to recommend to the Board of Trustees, reducing the penalty from \$1500 to \$500, and it was seconded by Ms. Howe. The motion was approved by a voice vote.*

**Inclusion Council Report**

Ms. Williams indicated that the Inclusion Council held its first meeting on May 4, 2016 to establish structure and meeting expectations, as well as to develop a meeting schedule. In addition, the Council reviewed the data from the surveys administered at three provider agencies presented by Joyce Litton, Ph.D., and her students from Lourdes University. Staff will utilize the data from the surveys to build future data collection plans to achieve the action steps outlined in the Diversity Report.

Ms. Williams stated that the Report was presented to a small group of contracted provider agency executives that attended a meeting held on June 2, 2016. The four major issues of concern to provider agencies were: 1) the self-assessment agencies will be asked to do; 2) the question of what

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the contract will look like; 3) what the \$200,000 Board allocation will be used for; and 4) how will the decisions be made to incentivize participation by the providers. Those agencies in attendance were encouraged to discuss with their leadership and provide input for consideration on the use of incentives.

Mr. Sylak indicated that the Inclusion Council will have a permanent place on the Governance Committee agenda for a "report out." Mr. Pfeiffer stated that Lourdes University is willing to engage their future social work students to conduct more surveys at some of the other agencies; Ms. Williams plans to follow up with Lourdes University on this initiative.

### Open Session

- Mr. Arnold provided a brief update on City Council, stating that tonight, Council Person Sandy Spang will ask City Council to vote on the 2740 Monroe Street 12-bed facility for the mentally ill that is located within 500 feet of a daycare; this Thursday, the Wernert Center will ask the Planning Commission to vacate the alley adjacent to Wernert Center to facilitate their expansion; and a week from tomorrow, the Zoning & Planning Committee will meet regarding the 2611 Glendale property for the new NPI Recovery & Wellness Center and 705 Phillips for a 20-bed facility for female substance abusers and their children; the Lucas County Children Services Board went before the Levy Revenue Committee on May 19 and they blamed their issues on the heroin epidemic and mental illness; Mr. Arnold said the Review Committee said they will approve it, but Children Services didn't have a plan to address the heroin epidemic. Mr. Arnold suggested that the MHRSB should be thinking about some type of response.

### Adjournment

The meeting was adjourned at 5:08 p.m.

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**Committee Assignments**

Consistent with the Board Committee and Sub-Committee Membership and Leadership Policy approved on April 1, 2016, the MHRSB Chair will appoint Programs & Services and Planning & Finance Committee members annually. In compliance with this policy, the following Trustees will be appointed to the below committees consistent with their current membership. Terms of the appointment will be August 1, 2016 through August 31, 2017.

Planning & Finance Committee Appointments:

Linda Alvarado-Arce (current Chair)	Lynn Olman (current Vice Chair)
Pastor Waverly Earley	James Stengle (pending Oath of Office)
William Sanford	Dr. Tim Valko
Chief George Kral	Dr. Mary Gombash

Programs & Services Committee Appointments:

Pastor Donald Perryman (current Chair)	Andre Tiggs (current Vice Chair)
Tony Pfeiffer	Lois Ventura
Andrea Mendoza Loch	Robin Reeves
Carol Ann Allen	Marcia Silverman (pending Oath of Office)

**Shared Campus Feasibility Study**

The Lucas County Board of Commissioners has engaged a trio of consultants to conduct an office space feasibility study for select county related social service entities. These entities include: Job and Family Services, Child Support Enforcement, Children's Services, Mental Health and Addiction Services, OhioMeans Jobs, Northwest Ohio Community College, and potentially several others. Each entity has been asked to complete a questionnaire regarding its prospective office space and workflow needs as a means of determining a potential size and scope of the study.

In preparation for participation on the Steering Committee for this project, Board staff is requesting input from the Governance Committee regarding their vision for the MHRSB's office space needs, including any concerns and/or priorities to be considered if renovation and/or relocation discussions occur.

**Proposed FY 2017 Contract Amendments**

Subsequent to the issuance of the MHR SB approved FY 2017 Provider Agreements, a provider cited two clauses in the contract to which they are having difficulty agreeing because of what they feel is ambiguity in the language. The sections are 2.1 and 2.3.3(a). Staff has reviewed their questions/reservations with the Board's attorney who provided the original language, and support amended language as discussed below:

**Original MHR SB Approved Language**

**2.1 General.** The Agency agrees to provide the services specified in Attachment 3 to Eligible Persons ("Services"), in accordance with the terms and conditions of this Agreement. Services shall not be provided under this Agreement to persons eligible for Medicaid services under Title XIX of the Social Security Act. Clients who are eligible for Medicaid and who have reached their benefit limitations are not eligible for Services under this Agreement. Agency shall not materially change the provision of or access to any Service provided under this Agreement without prior written consent of the Board.

Board Intent:

- MHR SB will not pay for any treatment services that are eligible to be reimbursed by Medicaid (section 6.1.1 requires agency to assure that clients will apply).

Agency Concerns:

- Agency/Board cannot determine eligibility; only coverage at the time.
- Current language precludes providing any service (grant funded, support service or prevention) to persons eligible for Medicaid.
- Does not allow any flexibility for Board to make exceptions.

Agency Proposal:

**2.1 General.** Unless expressly allowed elsewhere in this contract, Medicaid eligible services shall not be reimbursed under this Agreement for any persons with Medicaid coverage on the date of service, regardless of whether or not that individual has exceeded their Medicaid benefit limitations.

Staff Recommendation:

**2.1 General.** The Agency agrees to provide the services specified in Attachment 3 to Eligible Persons in accordance with the terms and conditions of this Agreement. Unless expressly allowed

elsewhere in this contract, Medicaid eligible services shall not be reimbursed under this Agreement for any persons with Medicaid coverage on the date of service, regardless of whether or not that individual has exceeded their Medicaid benefit limitations. Agency shall not materially change the provision of or access to any Service provided under this Agreement without prior written consent of the Board.

**Original Board Approved Language**

**2.3.3 Duties Applicable to all Services/Programs:**

**(a) contract through a written lease for any non-Agency owned facilities used for agency operations; said leases will include a provision that the landlord may not terminate the lease with fewer than 60 days of notice;**

Board intent:

- Service Provision will not be disrupted by loss of use of leased property.

Agency Concerns:

- Agency reacts to the word “any” in the language original since they provide services in many community-based facilities for which a lease is not appropriate.

Agency Proposal:

**(a) contract through a written lease for any non-Agency owned facility used to provide 20% or more of the services reimbursed under this agreement; said leases will include a provision that the landlord may not terminate the lease with fewer than 60 days of notice;**

Staff Recommendation:

**(a) contract through a written lease for any non-Agency owned facility that: (i) is used to provide services reimbursed under this Agreement or for the performance of a substantial part of the Agency’s administrative operations AND (ii) would otherwise have a substantial impact on the provision of services under this Agreement or Agency's operations if Agency's use of the facility was terminated without sufficient notice; said leases will include a provision that the landlord may not terminate the lease with fewer than 60 days of notice;**

Staff does not support having two different versions of the contract in the system. Therefore, if the Board approves making the change, an amended agreement would need to be approved and signed by all agencies who have signed the current agreement. If the Board does not approve the change, the Agency has indicated that they would not sign the agreement as it is currently written; however, there has not been discussion as to what would follow were that the case.

The following motions are recommended to the Board of Trustees for consideration:

*The Mental Health and Recovery Services Board of Lucas County amends section 2.1 of the FY 2017 Provider Agreement, approved at its June 21, 2016 meeting, to read: "General. The Agency agrees to provide the services specified in Attachment 3 to Eligible Persons in accordance with the terms and conditions of this Agreement. Unless expressly allowed elsewhere in this contract, Medicaid eligible services shall not be reimbursed under this Agreement for any persons with Medicaid coverage on the date of service, regardless of whether or not that individual has exceeded their Medicaid benefit limitations. Agency shall not materially change the provision of or access to any Service provided under this Agreement without prior written consent of the Board."*

And

*The Mental Health and Recovery Services Board of Lucas County amends section 2.3.3(a) of the FY 2017 Provider Agreement, approved at its June 21, 2016 meeting, to read: "contract through a written lease for any non-Agency owned facility that: (i) is used to provide services reimbursed under this Agreement or for the performance of a substantial part of the Agency's administrative operations AND (ii) would otherwise have a substantial impact on the provision of services under this Agreement or Agency's operations if Agency's use of the facility was terminated without sufficient notice; said leases will include a provision that the landlord may not terminate the lease with fewer than 60 days of notice;"*

### **Inclusion Council Update**

The Inclusion Council met on June 9, 2016 and developed its meeting schedule for calendar years 2016-2017. The Council agreed that the top five priority areas to be addressed through the remainder of calendar year 2016 should be the following:

- 1) Adaptation and administration of an organizational self-assessment internally and at contract provider agencies;
- 2) Establishment of outcome measures that will track progress on goals;
- 3) Development and full integration of a centralized language interpretation resource within the system;
- 4) Protocol for ongoing reviews of policies, purchasing and credentialing processes; and
- 5) Development of a communication plan that provides updates to the community on MHR SB Inclusion and Health Equity initiatives.

A draft Inclusion and Diversity Policy has been developed and will be presented to the Council for input at the next meeting. Additionally, Board staff will begin the implementation of a self-assessment tool internally. Following the completion of the self-assessment “in-house,” application of the tool at provider agencies will begin. Additional strategies undertaken with the goal of increasing community engagement and strengthening of MHR SB leadership capacity in diversity and inclusion include participation in community forums, dialogues with community faith leaders and community agencies that serve diverse populations and participation in related Diversity and Inclusion development sessions at partner agencies.