



**Minutes of the**  
**Mental Health, Addiction and Recovery Services Board of Lorain County**  
**General Meeting held on June 27, 2023**

Amy H. Levin Learning & Conference Center • 1165 North Ridge Road East, 44055

**Board Members Present:** David Ashenhurst, Mike Babet, Tim Barfield, Monica Bauer, Patricia Bell, Tim Carrion, Michael Finch, Michele Flanagan, Marie Leibas, Pat McGervey, Dr. Hope Moon, John Nisky, Regan Phillips, Sandra Premura, James Schaeper, Daniel Urbin

**Board Members Absent:** Kreig Brusnahan, Inez James

**CALL TO ORDER**

Board Chair Daniel Urbin called the meeting to order at 5:31 p.m. Roll call was taken and quorum found.

**APPROVAL OF MINUTES**

**RESOLUTION No. 23-06-01** Michael Finch motioned to approve the May 23, 2023 general meeting minutes. Second by Sandra Premura. Motion carried. Minutes approved.

**COMMITTEE REPORTS (reports attached)**

- Nominating Committee – Pat McGervey

**EXECUTIVE SESSION**

- David Ashenhurst made a motion to enter into Executive Session for the purpose of “*Appointments, dismissal, discipline, promotion, demotion or compensation of an employee or BOD member, or the investigation of charges or complaint against an employee or BOD member.*” *Board of Directors’ Bylaws Article V: Meetings Section 5 Open Meeting Act.*  
Second by Monica Bauer. Motion carried. Roll call taken. All in favor.
- Members entered into Executive Session at 5:36pm. Others attending the Executive Session were: Michael Doud and Vinaida Reyna
- Pat McGervey made a motion to conclude the session. Second by Mike Babet. Motion carried. Roll call taken. All in Favor. Session concluded at 5:53pm.



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**Mental Health, Addiction and Recovery Services Board of Lorain County**  
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**CALL TO ORDER (reconvene after Executive Session)**

Board Chair Daniel Urbin called the meeting to order at 5:54 p.m. Roll call was taken and quorum found.

**Board Members Present:** David Ashenhurst, Mike Babet, Tim Barfield, Monica Bauer, Patricia Bell, Tim Carrion, Michael Finch, Michele Flanagan, Marie Leibas, Pat McGervey, Dr. Hope Moon, John Nisky, Regan Phillips, Sandra Premura, James Schaeper, Daniel Urbin

**Board Members Absent:** Kreig Brusnahan, Inez James

**COMMITTEE REPORTS (reports attached)**

- Nominating Committee – Pat McGervey
- Executive Committee – Daniel T. Urbin
  - a. Daniel Urbin asked to remove RESOLUTION No. 23-06-03 from Consent Agenda. Item moved to New Business
- Ad Hoc Disparities Committee – Regan Phillips
- Community Planning & Oversight Committee – John Nisky
- Finance Committee – Mike Babet
- Ad Hoc Committee – Mike Babet

**Chairperson Report** by Daniel Urbin

- Shared the results from the Board of Directors' Self-evaluation results
- Results from the Executive Director survey will be shared with the Executive Committee in FY24

**Executive Director Report** (report attached) by Michael Doud

**Highlights**

- Some items from the state budget proposal were kept. ADAMH Board's will remain at the same level of funding (421 line item and criminal justice).
- Thanked those that came out during the City of Lorain's meeting to address the future home of Broadway Commons.
- It has been a pleasure working with term ending board members Kreig Brusnahan, Inez James, and Regan Phillips. Thank you.





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**APPROVAL OF CONSENT AGENDA**

**RESOLUTION No. 23-06-02** Pat McGervey made a motion to approve the Consent Agenda. Second by Monica Bauer. Motion carried. Consent Agenda approved.

- ~~**RESOLUTION No. 23-06-03**~~ — Approval of up to \$4,508,705.00 for the LCCRC Construction Project. Item removed per Daniel Urbin. Item moved to New Business.
- **RESOLUTION No. 23-06-04** – Approval of the MHARS Board FY23 Financial Statements for the period ended May 2023
- **RESOLUTION No. 23-06-05** – Approval of the MHARS Board Listing of Expenses for May totaling \$1,294,102.96

**UNFINISHED BUSINESS**

- Tim Barfield conveyed a message from the Chiefs after meeting with them this month. There were concerns of the housing project in Elyria and proposed Lorain areas. Suggestions of staff support even after hours should be considered.

**NEW BUSINESS**

- Pat McGervey made a motion to approve sale of the former ADAS Board Office at 4950 Oberlin Avenue, Lorain, OH 44052, subject to the terms and conditions illustrated in the signed Purchase Agreement on June 19, 2023. Second by Sandra Premura. All in favor. Motion carried. **RESOLUTION No. 23-06-06**
- Monica Bauer made a motion to approve to amend and increase the Confess Project contract amount to \$25,000.00. Second by Dr. Hope Moon. All in favor. Motion carried. **RESOLUTION No. 23-06-07**
- Regan Phillips made a motion to approve to re-allocate a remaining amount of \$20,000 from the Ad Hoc Disparities Committee for FY23 to FY24 Agency & Community line item. Second by Monica Bauer. All in favor. Motion carried. **RESOLUTION No. 23-06-08**
- Pat McGervey made a motion to approve to enter into contract for consulting services with Randy Shorr Law in reviewing leases of properties for the LCCRC Project. Second by Dr. Hope Moon. All in favor. Motion carried. **RESOLUTION No. 23-06-09**
- Pat McGervey made a motion to approve up to \$4,508,705.00 funds for the LCCRC Project. Second by Monica Bauer. All in favor. Motion Carried. **RESOLUTION No. 23-06-03**
- Board Chair Daniel T. Urbin recognized and thanked term ending board members for their time and commitment in serving the community through the MHARS Board and beyond. Regan Phillips received



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her award and shared words of gratitude and hopes for the future. Kreig Brusnahan and Inez James were not present to accept awards.

**PUBLIC COMMENT** – None to report

**UPCOMING AUGUST COMMITTEE AND GENERAL MEETINGS**

- **NO JULY** Committee and General Meetings
- August Committee and General Meetings to be announced
- August 19, 2023: Board of Directors' Retreat at 9:00am

**ADJOURNMENT**

Meeting adjourned at 6:40pm

**BOARD OF DIRECTORS**

**Daniel T. Urbin, Chairperson**

**James Schaeper, Vice Chair • Sandra Premura, Secretary**

**Dr. Hope Moon, Chief Governance Officer**

David Ashenhurst • Mike Babet • Tim Barfield • Monica Bauer • Patricia Bell

Kreig Brusnahan • Tim Carrion • Michael Finch • Michele Flanagan • Inez James • Marie Leibas Pat

McGervey • John Nisky • Regan Phillips

Board Chairperson

Board Secretary





# **Mental Health, Addiction & Recovery Services Board of Lorain County**

## **Approval of General Meeting Minutes of May 23, 2023**

Attachments referenced in these minutes were distributed prior to or at the meeting, will be included in the official minutes, but are not part of this packet.



**Minutes of the**  
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**Board Members Present:** David Ashenhurst, Mike Babet, Monica Bauer, Patricia Bell, Kreig Brusnahan, Tim Carrion, Michael Finch, Inez James, Marie Leibas, Regan Phillips, Sandra Premura, James Schaeper, Daniel Urbin

**Board Members Absent:** Tim Barfield, Michele Flanagan, Pat McGervey, Dr. Hope Moon, John Nisky

**CALL TO ORDER**

Board Chair Daniel Urbin called the meeting to order at 5:31 p.m. Roll call was taken and quorum found.

**APPROVAL OF MINUTES**

**RESOLUTION No. 23-05-01** Mike Babet motioned to approve the [April 25, 2023](#) general meeting minutes. Second by Inez James. Motion carried. Minutes approved.

**COMMITTEE REPORTS (reports attached)**

- Ad Hoc Disparities Committee – Regan Phillips
- Community Planning & Oversight Committee – Kreig Brusnahan
- Nominating Committee – Sandra Premura

**EXECUTIVE SESSION**

- David Ashenhurst made a motion to enter into Executive Session for the purpose of “*Appointments, dismissal, discipline, promotion, demotion or compensation of an employee or BOD member, or the investigation of charges or complaint against an employee or BOD member.*” *Board of Directors’ Bylaws Article V: Meetings Section 5 Open Meeting Act.*  
Second by Kreig Brusnahan. Motion carried. Roll call taken. All in favor.
- Members entered into Executive Session at 5:40pm. Others attending the Executive Session were: Michael Doud and Vinaida Reyna
- Kreig Brusnahan made a motion to conclude the session. Second by Tim Carrion. Motion carried. Roll call taken. All in Favor. Session concluded at 5:58pm.

**CALL TO ORDER (reconvene after Executive Session)**





**Minutes of the**  
**Mental Health, Addiction and Recovery Services Board of Lorain County**  
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Board Chair Daniel Urbin called the meeting to order at 6:00 p.m. Roll call was taken and quorum found.

**Board Members Present:** David Ashenhurst, Mike Babet, Monica Bauer, Patricia Bell, Kreig Brusnahan, Tim Carrion, Michael Finch, Michele Flanagan (arrived at 6:00pm), Inez James, Marie Leibas, Regan Phillips, Sandra Premura, James Schaeper, Daniel Urbin

**Board Members Absent:** Tim Barfield, Pat McGervey, Dr. Hope Moon, John Nisky

**COMMITTEE REPORTS (reports attached)**

- Nominating Committee – Sandra Premura
- Finance Committee – Mike Babet
- Governance Committee – Kreig Brusnahan
  - a. Tim Carrion made a motion to approve forming an Ad Hoc for editing language for the purpose of the Ad Hoc Disparities Committee and it becoming a standing committee. Second by Kreig Brusnahan. Motion carried. [RESOLUTION No. 23-05-10](#)

**Chairperson Report** by Daniel Urbin

- Shared the upcoming Network Providers' Appreciation Breakfast set for Friday, June 9<sup>th</sup> from 7:30-10:00am
- Sandra Premura made a motion to approve training funds for participation in the Opioid & Other Drug Conference (June 5-6, 2023). Daniel Urbin and Mike Babet will represent the Board of Directors. Second by Tim Carrion. All in favor. Motion carried. [RESOLUTION No. 23-05-11](#)

**Executive Director Report** (report attached) by Michael Doud

**Highlights**

- OHMHAS RFA#: MHA-FY23 – Community Planning and Collaboration-27 (Part 2 of 2)
- Congratulated Rebecca Jones for applying and awarded funds from the Community Foundation – Mike Bass Ford Fund for the Confess Project

**APPROVAL OF CONSENT AGENDA**

[RESOLUTION No. 23-05-02](#) Kreig Brusnahan made a motion to approve the Consent Agenda. Second by Sandra Premura. Motion carried. Consent Agenda approved.



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- [RESOLUTION No. 23-05-03](#) – Approval of 3 reappointments and 1 new application to Commissioners, plus 1 reappointment to OHMHAS.
- [RESOLUTION No. 23-05-04](#) – Approval of the MHARS Board FY23 Financial Statements for the period ended April 2023
- [RESOLUTION No. 23-05-05](#) – Approval of the MHARS Board Listing of Expenses for April totaling \$1,387,561.71
- [RESOLUTION No. 23-05-06](#) – Approval of the Integrated Services Partnership Budget for FY24
- [RESOLUTION No. 23-05-07](#) – Approval of the MHARS Board Budget for FY24
- [RESOLUTION No. 23-05-08](#) – Approval of the MHARS Board County Tax Levy Budget for CY24
- [RESOLUTION No. 23-05-09](#) – Approval of Contracts to be Authorized by the MHARS Board of Directors

**CONTRACTS**

No contracts at this time

**UNFINISHED BUSINESS**

**NEW BUSINESS**

- Kreig Brusnahan made a motion to approve funding requests from MHARS staff listed in APS 05.23.02 and APS 05.23.03. Second by Michele Flanagan. All in favor. Motion carried. [RESOLUTION No. 23-05-12](#)
- Board of Directors' Retreat is tentatively scheduled for Saturday, August 19, 2023 at the Amy Levin Center
- Reminder: Donations of items are being collected for Ukrainian families living in Lorain County

**PUBLIC COMMENT**

- John of Primary Purpose announced to the BODs that Primary Purpose was awarded the accreditation. John also shared his testimonial of recovery with the support of Primary Purpose.

**UPCOMING JUNE COMMITTEE AND GENERAL MEETINGS**

- Ad Hoc Disparities Committee: June 6, 2023 5:30pm
- Community Planning & Oversight Committee: June 13, 2023 5:30pm





**Minutes of the**

**Mental Health, Addiction and Recovery Services Board of Lorain County**

**General Meeting held on May 23, 2023**

- Finance Committee: June 20, 2023 5:30pm
- General Meeting: June 27, 2023 5:30pm
- Board of Directors' Retreat: August 19, 2023 9:00am

**ADJOURNMENT**

Meeting adjourned at 6:50 p.m.

**BOARD OF DIRECTORS**

**Daniel T. Urbin, Chairperson**

**James Schaeper, Vice Chair • Sandra Premura, Secretary**

**Dr. Hope Moon, Chief Governance Officer**

**David Ashenhurst • Mike Babet • Tim Barfield • Monica Bauer • Patricia Bell**

**Kreig Brusnahan • Tim Carrion • Michael Finch • Michele Flanagan • Inez James • Marie Leibas Pat**

**McGervey • John Nisky • Regan Phillips**

## Ad Hoc Disparities Committee Report

**Tuesday, May 2, 2023 5:30 p.m. Amy H. Levin Center**

**Committee Members Present:** Regan Phillips (Committee Chair), Mike Babet, Monica Bauer

Committee Members Absent: Inez James, Marie Leibas, Daniel Urbin (ex-officio)

**Staff Present:** Mark Johnson, Tonya Birney, Rebecca Jones, Michael Doud, Rick Sherlock

### I. Informational Items

#### A. Our Mental Health Matters:

- Addressing Health Disparities in the Black Community

**This item was moved to be a recommendation during the meeting.**

#### B. Collective Impact

- An impromptu update was given by Tonya Birney regarding the August 10<sup>th</sup> Collective Impact Summit that she is planning in partnership with Public Health. Additionally, she added that Montgomery County's project in this space is the Confess Project that we are also doing outside of our collective impact work.

### II. Recommendations

#### A. Our Mental Health Matters (see Attachment A):

- Addressing Health Disparities in the Black Community
- Regan Phillips presented this upcoming event, and the committee viewed several examples of previous work done by this group. In addition to promoting this event via our webpage and social media, a motion was made to support the event through the mental health organization sponsorship at \$1,000. This motion was seconded and passed upon vote.

#### B. LGBTQ+ Taskforce Sponsorship (see Attachment B and APS 05.23.01)

- Rebecca Jones reminded the committee of sponsorship last year and recommended Silver Sponsorship at \$1,000 again this year. Discussion regarding this committee's funding outlined a current balance of \$0 with the sponsorship approved above in Recommendation A. However, this committee has funded the Confess Project which is also pending potential grant funding that will be announced in June. Should grant funding usurp funds allocated by this committee, the returned funds could support this recommendation. A motion was made to support the \$1,000 Silver Sponsorship for the LGBTQ+ taskforce pending available funds. This was seconded and passed upon vote.



## **Ad Hoc Disparities Committee Report**

**Tuesday, May 2, 2023 5:30 p.m. Amy H. Levin Center**

### **III. Discussion**

- Mike Babet reported that he had discussions following last month's presentation by the MHAAC specific to efforts to increase diversity in other fields to use as lessons learned. He stated hearing about successful efforts, boding well for their work.
- The committee discussed the need for new leadership next year as Regan will be stepping down from the board.

### **IV. Unfinished Business – None at this time**

### **V. New Business – None at this time**

**Next Meeting:** June 6, 2023 at 5:30 at the Amy Levin Center

## Community Planning and Oversight Committee Report

**Tuesday, May 9, 2023 5:30 p.m. Amy Levin Center**

*COMMUNITY PLANNING AND OVERSIGHT COMMITTEE: The Community Planning and Oversight Committee shall evaluate new programs and determine service gaps and unmet needs in the community. The Committee shall also set standards for evaluating service providers funded by the Board with respect to meeting the service terms of contracts, programs, goals and objectives, and the quality of service, and periodically monitor and review provider status. The Committee shall facilitate the development of a schedule of regular presentations to the BOD pertaining to current programming and emerging needs in the community.*

**Committee Members Present:** Kreig Brusnahan, Committee Chair, David Ashenhurst, Monica Bauer, Marie Leibas, John Nisky, Sandra Premura, Dan Urbin (ex officio)

Committee Members Absent: Patricia Bell

**Staff Present:** Mark Johnson, Tonya Birney, Lauren Cieslak, Amanda Divis, Michael Doud, Arielle Edwards, Rebecca Jones, Patrice McKinney, Vinaida Reyna, Rick Sherlock

### **I. Informational:**

#### **A. Budgeting Process Overview (see Attachment A)**

- Mark Johnson provided a quick overview of the budget process so there would be a clear understanding of agency budget recommendations.

### **II. Recommendations:**

#### **A. Network Agency Budget Recommendations FY24 (see Attachment B)**

- Mark Johnson and team walked the committee through the list of agency budget recommendations. Opportunity for questions and answers was provided.
- Due to Board Member Monica Bauer's employment with Aetna Applewood Center's recommendation was voted upon separately. David Ashenhurst motioned to move the Applewood Centers Inc. budget recommendation to the Finance Committee. Seconded by Sandra Premura. Abstention by Monica Bauer. All in favor. Motion carried.
- The other listed agency budget recommendations were motioned by Monica Bauer to go to Finance Committee. Seconded by Sandra Premura. All in Favor. Motion carried.

<b>AGENCY</b>	<b>FY24 Budget Recommendations</b>
Applewood Centers Inc	972,779
Beech Brook	37,200

## Community Planning and Oversight Committee Report

Tuesday, May 9, 2023 5:30 p.m. Amy Levin Center

AGENCY	FY24 Budget Recommendations
Bellefaire JCB	357,012
Catholic Charities	249,000
Far West Center	165,014
LCADA Way	633,046
New Directions	57,000
Nord Center	6,561,462
Ohio Guidestone	506,874
Pathways	33,000
Silver Maple	137,000
Stella Maris	111,800
Big Brother Big Sister	119,800
El Centro	288,818
Gathering Hope House	375,000
Let's Get Real	117,857
Lutheran Metropolitan Ministry	49,000
NAMI	140,000
Safe Harbor	170,000
UMADAOP	95,188
Road to Hope	250,000

### III. Unfinished Business – None at this time

### IV. New Business

- The state approved the submitted Community Assessment Plan (CAP) with some edits/suggestions. Board of Directors will receive a copy once it becomes available to the Board.
- David Ashenurst suggested the CP&O Committee consider updating/editing the committee's purpose statement. Kreig Brunsahan asked David to email the committee members with his suggestions, then it can go to Governance, if approved by the committee.

### V. Determination of Consent Agenda – None at this time



## **Community Planning and Oversight Committee Report**

**Tuesday, May 9, 2023 5:30 p.m. Amy Levin Center**

**Following Meeting:** June 13<sup>th</sup> at 5:30pm at the Amy Levin Center

## Nominating Committee Report

**Tuesday, May 9, 2023 7:00 p.m. Amy H. Levin Center**

***NOMINATING COMMITTEE:** The Committee shall conduct interviews and shall make recommendations of potential BOD members to the BOD to formally request the appropriate appointing authorities to fill vacancies. The Committee shall endeavor to ensure that the composition of the BOD reflects the demographic characteristics of Lorain County.*

*The Nominating Committee shall have the responsibility to prepare, recommend, and nominate candidates for election as officers to be submitted to the BOD at its May meeting, after soliciting names of candidates from the members of the BOD after which the nominations shall be closed. The Nominating Committee shall convene, consider, and recommend to the BOD candidates for vacant officer positions and shall act by a majority vote of its members. The Nominating Committee shall propose the slate of candidates for BOD officer positions by the June Board meeting each year.*

*The Committee will have supervisory capacity regarding:*

- *New member orientation*

*The Committee will establish and supervise a:*

- *Board Member Mentoring Procedure*
- *Process for Community Representatives serving on the Committees.*

**Committee Members Present:** Pat McGerverey (Committee Chair), Chief Tim Barfield, Kreig Brusnahan, Regan Phillips, Sandra Premura, Dan Urbin (ex officio)

**Committee Members Absent:** Inez James

**Staff Present:** Michael Doud, Patrice McKinney, Vinaida Reyna

The Nominating Committee met on May 9<sup>th</sup> at 7:00 p.m. at the Amy Levin Center. They present with two informational items and one recommendation.

I. **Informational:**

A. **Reappointments (07/01/2023 – 06/30/2027)** – Four Board Members expressed interest in reappointment:

- By Commissioners:** Kreig Brusnahan, Inez James, and Daniel Urbin.
- By OhioMHAS:** Tim Carrion

B. **Proposed Slate of Officers FY24** – The Committee presents the proposed slate of officers with approval at the June Board meeting:

Chair: Daniel Urbin

Vice Chair: Mike Babet

Chief Governance Officer:

- Kreig Brusnahan

- James Schaeper

Secretary: Sandra Premura

II. **Recommendation:**

A. **Interviews for upcoming Commissioner-appointed vacancy** – The Committee interviewed two more Lorain County citizens who are interested in serving on the MHARS Board: Clifton Oliver and Christina Kalnicki ([See attached, redacted](#))

## Nominating Committee Report

**Tuesday, May 9, 2023 7:00 p.m. Amy H. Levin Center**

[applications and resumes](#)). There was consensus that all interviewed are good and acceptable candidates. Following discussion, the Committee recommends Christina Kalnicki for Board membership. The applications and resumes of Clifton Oliver, Robert Stipe, and Caitlin Fertil will be kept on file for at least one year.

**Resolution 23-05-03** The Committee **recommends** the Board submit Christina Kalnicki's application and resume to the Commissioners for their determination of her as a Board Member. If appointed, the term would begin 07/01/2023 through 06/30/2027.

- III. **Unfinished Business** – None at this time
- IV. **New Business** – None at this time
- V. **Consent agenda** – It was determined to place all recommendations on the consent agenda.
- VI. **Adjournment** – The meeting adjourned at 8:10 p.m.  
**Next meeting:** To be determined.



## Finance Committee Meeting Report

**Tuesday, May 16, 2023 5:30 p.m. Amy H. Levin Center**

FINANCE COMMITTEE: The Finance Committee shall review all expenditures of the Board monthly financial statements and shall report on these to the BOD. The Committee shall review the annual budget proposed by the Executive Director and shall make recommendations on the annual budget to the BOD.

The Committee shall review results from the annual county financial audit and monitor the implementation of any corrective action plans required by the audit.

**Committee Members Present:** Mike Babet (Committee Chair), Tim Barfield, Tim Carrion, Michael Finch, Michelle Flanigan, Pat McGervey, James Schaeper and Dan Urbin (ex-officio)

**Staff Present:** Michael Doud, Johanna Vakerics and Barry Habony

The Finance Committee met at the Amy Levin Center on May 16, 2023 at 5:30 p.m. and reports two (2) informational items and six (6) recommendations.

### **Informational Item:**

1. **List of Contracts** – The Committee reviewed the attached list of *Contracts Authorized by the Executive Director on Behalf of the MHARS Board of Directors*.

### **Recommendations:**

1. **Approval of the Fiscal Year 23 Statement of Revenue and Expenses and Statement of Cash Position** – The Committee reviewed the attached fiscal year 23 Statement of Revenue and Expenses and Statement of Cash Position, along with supporting schedules for the period ended April 2023 and found them to be in order.

**(Resolution 23-05-04) The Committee Recommends** approval of the fiscal year 23 financial statements for the period ended April 2023.

2. **Approval of the MHARS Board Listing of Expenses for April** – The Committee reviewed the attached Listing of Expenses for April 2023 totaling \$1,387,561.71 and found them to be in order.

**(Resolution 23-05-05) The Committee Recommends** approval of the MHARS Board April 2023 Listing of Expenses.

### **Informational Item:**

2. **MHARS Board 8 Year Budget Forecast** – The Committee reviewed the attached *MHARS Board 8 Year Budget Forecast*.

## Finance Committee Meeting Report

Tuesday, May 16, 2023 5:30 p.m. Amy H. Levin Center

### Recommendations:

3. **Approval of the Integrated Services Partnership Budget for Fiscal Year 24** – The Committee reviewed the attached Integrated Services Partnership Budget for Fiscal Year 24, for which the MHARS Board is the fiscal agent. The budget for fiscal year 24 was found to be in order.

**(Resolution 23-05-06) The Committee Recommends** approval of the Integrated Services Partnership Budget for Fiscal Year 24.

4. **Approval of MHARS Board Budget for Fiscal Year 24** – The Committee reviewed the attached MHARS Board Budget and supporting documentation for Fiscal Year 24. The budget for fiscal year 24 was found to be in order.

**(Resolution 23-05-07) The Committee Recommends** approval of the MHARS Board Budget for Fiscal Year 24.

5. **Approval of the MHARS Board County Tax Levy Budget for Calendar Year 2024** – The Committee reviewed the attached MHARS Board County Tax Levy Budget and supporting documentation for Calendar Year 2024. The budget for calendar year 2024 was found to be in order.

**(Resolution 23-05-08) The Committee Recommends** approval of the MHARS Board County Tax Budget for Calendar Year 2024.

6. **Approval of Contracts** – The Committee reviewed the attached *Contracts to be Authorized by the MHARS Board of Directors*, which includes contracts that have been recommended for approval from the Community Planning & Oversight Committee and found them to be in order.

**(Resolution 23-05-09) The Committee Recommends** that the Executive Director be authorized to execute the *Contracts to be Authorized by the MHARS Board of Directors*.

Committee affirmed all recommendations to be placed on the Consent Agenda

**Next Meeting** of the Finance Committee scheduled for Tuesday, June 20, 2023 at 5:30pm at the Amy Levin Center.

## Governance Committee Meeting Report

Tuesday, May 16, 2023 7:00 p.m. Amy H. Levin Center

*The Governance Committee shall review Board By-Laws and recommend revisions to the BOD for adoption. Any BOD member or the Executive Director may suggest By-Law changes for the Governance Committee to consider. All discussions regarding By-Law changes shall include input from the Executive Director. The Governance Committee shall monitor and conduct self-evaluation surveys of BOD members to inform the future educational training needs of the BOD. These surveys shall be conducted not later than June of each year.*

**Committee Members Present:** Kreig Brusnahan (Chair Pro Tem), Tim Barfield, Kreig Brusnahan, Tim Carrion, Michele Flanagan, James Schaeper, Daniel Urbin, (ex officio)

Committee Members Absent: Dr. Hope Moon (CGO and Committee Chair)

**Staff Present:** Michael Doud, Vinaida Reyna

### I. Informational

#### a. Record of Resolutions (Attachment 1a)

- Michael Doud share with the committee another way the staff is tracking the approved resolutions for quick search. The form will be uploaded to the LiveBinders.com as a pdf.

#### b. Review the Board of Directors Attendance (Attachment 1b)

- The attendance chart was provided to the committee for review of FY23 BODs attendance. Dan Urbin will follow-up as necessary.
- Attendance expectations language was approved to read *“Pursuant to the requirements of the ORC §340.02 the BOD shall notify the appointing authority when a member is absent from either four BOD meetings with notice; or two Board meetings without prior notice within one Fiscal Year. The appointing authority may vacate the appointment and appoint another person to complete the member’s term.”* This language is found in the Board Member Bylaws Article 4, Section 6 & ORC.

#### c. Review the Code of Conduct Policy

- **Communication Between BODs and Staff** (Attachment 1c)  
Michael Doud presented the committee with draft language to address the communication between the BODs and Staff. One edit was made to say “shall be” instead of “may be” in the last sentence. The attachment is the approved language. Tim Carrion motioned to approve the language. Seconded by James Schaeper. All in favor. Motion carried.
- **Addressing Misconduct of BODs** At this time, the committee decided to move this item to the next committee meeting for extra

## **Governance Committee Meeting Report**

**Tuesday, May 16, 2023 7:00 p.m. Amy H. Levin Center**

time to draft language. Dr. Hope Moon and Kreig Brusnahan are assigned to complete this task.

### **d. Review the Board Self-evaluation Survey / Training Needs (June)**

- The survey draft was approved. Survey link will go out to the Board of Directors on Thursday, May 18, 2023. Completion deadline for the surveys is no later than Wednesday, May 31, 2023 so results may be reported at the June General Meeting.

## **II. Recommendation**

- a. Ad Hoc Disparities Committee met on 4/4/23 and request the Ad Hoc to become a Standing Committee. (Attachment 2a)
  - After some discussion, the committee decided to form an Ad Hoc to edit the suggested language around the Ad Hoc Disparities purpose. The new Ad Hoc will meet one time. This new Ad Hoc will be formed with the following members: Dan Urbin, Michele Flanagan, Tim Carrion, Mike Babet, Michael Finch, Marie Leibas, and Inez James. This Ad Hoc will schedule a time to meet in June of 2023.

## **III. Unfinished Business – None at this time**

## **IV. New Business**

- David Ashenhurst emailed the committee to consider changing the CP&O purpose statement's language. The committee decided to move this request to the next Governance Committee meeting in August of 2023.

## **V. Determine Consent Agenda items – None at this time**

**Next Meeting:** Tentatively set for Tuesday, August 15, 2023 at 6:30pm (after Finance Committee)



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## Executive Committee Meeting Report

Wednesday, May 31, 2023 5:00pm Amy Levin Center

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The Executive Committee shall be composed of the Chair, the Vice Chair, Secretary, Chief Governance Officer, and ALL Chairs of Standing Committees. Between the meetings of the BOD, the Executive Committee, shall have, and may exercise, the authority of the BOD, except as such authority is limited by statute. The Executive Committee shall have only such power and authority of the BOD between meetings of the BOD as shall be necessary to address crisis situations of the Board; any such action taken by the Executive Committee between meetings of the BOD shall be subject to ratification or modification by the BOD at its next regularly scheduled meeting.

**Committee Members Present:** Daniel Urbin, Board Chair; James Schaeper, Vice Chair; Sandra Premura, Secretary; Dr. Hope Moon, Chief Governance Officer; Kreig Brusnahan, Pat McGervey, Mike Babet

**Staff Present:** Michael Doud, Executive Director & Barry Habony, CBO

**Guest:** Todd Cooper, Owner Representative, Hill International

### I. Informational

- a. Discuss Public Relations Matter (Attachment A & B)
  - Review information from the Assistant Prosecutor. No action required.
- b. Levy Timeframe (recommendations from consultant)
  - Update committee members on a conversation with levy consultant. No action required. Recommendation is to convene Ad Hoc Levy Committee later in the FY.
- c. Strategic Plan (SP) 2024
  - Discussed the current Strategic Plan expiring June 30, 2023. Recommendation to update the current SP for presentation at the BOD retreat on Saturday, August 19, 2023. Small group will convene prior to August BOD retreat to formulate recommendation to the full BOD.
- d. Tablets
  - Update committee members the board will be purchasing tablets for the BOD to be used during board meeting, including committee meetings. Board packets will be uploaded pdf format. Training will be provided to BOD on use of tablets. LiveBinders.com will no longer house the BOD Committee and General Meeting packets.

### II. Recommendations

- a. Lease 6130 Broadway (Attachment C)

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## **Executive Committee Meeting Agenda**

**Wednesday, May 31, 2023    5:00pm    Amy Levin Center**

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- Committee members provided feedback on the document approved by the Prosecutor's Office. Kreig has agreed to be the main contact to submit questions and feedback from BOD to the executive director for further conversation. The Board must have site control prior to work beginning at the project location. Todd Cooper will forward site survey information, invoice and agreement to the executive director to be sent to committee members.

**b. Approve \$4,508,705 LCCRC Project (Attachment D)**

- Approved up to \$4,508,705 toward the construction cost of the crisis receiving center with the understanding this amount is subject to reduction from future state and/or federal funding awards. The Board approves this project with an assurance of intent to support and to fund the Applicant's program consistent with the application and, in addition, to annually monitor the program and operations of the facility to assure compliance.

**III. Unfinished Business** – None at this time

**IV. New Business** – None at this time

**V. Determination of Consent Agenda**

- Item II.b will go on consent agenda

**Next Meeting:** as needed

# Attachment A

FILED  
LORAIN COUNTY

2023 APR 21 A 9:26

COURT OF COMMON PLEAS  
TOMORLANDO

**IN THE COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO**

**LILLIAN ROBERTSON**

Plaintiff-Appellant,

vs.

**MENTAL HEALTH, ADDICTION  
AND RECOVERY SERVICES BOARD  
OF LORAIN COUNTY**

Defendant-Appellee.

CASE NO. 23CV208609

JUDGE JOHN R. MIRALDI

**DEFENDANT-APPELLEE'S MOTION  
TO DISMISS ADMINISTRATIVE  
APPEAL**

**INTRODUCTION**

Plaintiff-Appellant, Lillian Robertson ("Robertson"), attempts to appeal a letter sent to her by statutory counsel for Defendant-Appellee, Mental Health and Recovery Services Board of Lorain County ("MHARS Board"). Pursuant to Civ.R. 12(B)(1), this Court does not have subject matter jurisdiction over this administrative appeal and the MHARS Board, by and through undersigned counsel, the Lorain County Prosecuting Attorney, respectfully moves this Court to dismiss Robertson's administrative appeal.

**FACTUAL BACKGROUND**

Robertson was a recipient of rental assistance through a HUD program known as Shelter Plus Care (the "Program"), issued and administered by commercial property owner

New Sunrise Properties (“New Sunrise”). This Program receives partial funding from the MHARS Board. The MHARS Board has no other involvement in the Program. Robertson failed to provide annual recertification documents to New Sunrise as required by the Program, and in October 2022 Robertson was not recertified for the Program. In February of 2023, Robertson’s counsel, Attorney Karen Wu (“Attorney Wu”), submitted correspondence to the MHARS Board seeking recertification to the Program. On March 9, 2023, Assistant Prosecuting Attorney Leigh Prugh (“APA Prugh”), acting as statutory counsel for the MHARS Board, sent a letter in response to Attorney Wu. It is from this letter that Robertson attempts to bring the instant administrative appeal.

### **LAW AND ARGUMENT**

#### **A. Legal Standard**

Subject matter jurisdiction pertains to the power of a court to hear a cause of action, and a defendant may challenge subject matter jurisdiction under Civ.R. 12(B)(1). *Dorsey v. Henry*, 9th Dist. Summit No. 29936, 2022-Ohio-2023, ¶ 11. When determining its jurisdiction in the context of a Civ.R. 12(B)(1) motion to dismiss, the trial court must consider whether a plaintiff has alleged any cause of action that the court has authority to decide. *Burnell v. Cleveland Mun. School Dist. Bd. of Edn.*, 8th Dist. Cuyahoga No. 103069, 2015-Ohio-5431, ¶ 9.

#### **B. Robertson has not appealed from a MHARS Board act.**

Robertson attempts to bring an administrative appeal from a letter issued by APA Prugh to Attorney Wu. This letter does not in any conceivable way constitute an act by the MHARS Board. This letter was provided to Attorney Wu as a professional courtesy to explain the issues with Robertson’s recertification process. If anything this letter demonstrates that if any act was taken it was by New Sunrise only.



The MHARS Board is a statutorily created body established pursuant to R.C. Chapter 340. The powers and duties of such a board are outlined by R.C. 340.03 and a board has only such powers as are conferred to it by statute. As the Ohio Supreme Court has ruled, “[c]ounty boards, being creatures of statute, have no more authority than that specifically conferred upon them or clearly implied by the statute.” (Citations omitted.). *In re Guardianship of Spangler*, 126 Ohio St.3d 339, 2010-Ohio-2471, 933 N.E.2d 1067, ¶ 17. Considering this, and even assuming that APA Prugh’s letter is construed as an act by the MHARS Board, nowhere within R.C. Chapter 340 is a MHARS board able to delegate its enumerated powers to its statutory counsel. As such, this attempted appeal is not from an act taken by the MHARS Board, and this Court should dismiss this appeal.

**C. Legislative acts are not appealable under R.C. 2506.01.**

Robertson attempts to bring this administrative appeal pursuant to R.C. 2506.01. Even assuming that there was a MHARS Board act, APA Prugh’s letter could only conceivably be construed as a legislative act. It has long been established that a legislative act of any administrative body is not appealable to a court of common pleas under the provisions of R.C. 2506.01. *M.J. Kelley Co.*, 32 Ohio St.2d 150, 290 N.E.2d 562, (1970) at paragraph one of the syllabus. R.C. 2506.01 provides in relevant part a “final order, adjudication, or decision of any officer, tribunal, authority, board, bureau, commission, department, or other division of any political subdivision of the state may be reviewed by the court of common pleas of the county in which the principal office of the political subdivision is located.” (Emphasis added). “It is well established that a trial court does not have the authority to hear appeals based on legislative acts because such acts are not appealable pursuant to R.C. 2506.01, and thus a trial court lacks subject matter jurisdiction over those matters.” *Gross Builders v. Tallmadge*,



9th Dist. Summit No. 22484, 2005-Ohio-4268, ¶ 12. Further, R.C. 2506.01 “does not provide for appeals from legislative bodies or from resolutions of administrative bodies promulgated in a delegated legislative capacity.” *M.J. Kelley* at 152.

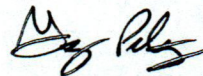
To the extent that APA Prugh’s letter is construed as a MHARS Board act, it is not an order, adjudication or decision of the MHARS Board as required by R.C. 2506.01. APA’s Prugh’s letter if construed as a MHARS Board act could only conceivably be a legislative act because the MHARS Board did not adjudicate the rights and duties of any party. This Court lacks subject matter jurisdiction over a MHARS Board legislative act, and therefore Robertson’s administrative appeal should be dismissed.

#### **CONCLUSION**

APA Prugh’s letter is not a MHARS Board act. Assuming that the letter was a MHARS Board act, it could only be considered a legislative act because no order, adjudication, or decision was rendered. A legislative act of the MHARS Board is not appealable pursuant to R.C. 2506.01, and this Court does not have subject matter jurisdiction over Robertson’s administrative appeal. As a result, the MHARS Board respectfully requests and moves this Court, pursuant to Civ.R. 12(B)(1), to enter an order dismissing this case with prejudice.

Respectfully submitted,

J.D. TOMLINSON, Prosecuting Attorney  
Lorain County, Ohio



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Leigh Prugh, #0072852  
Greg Peltz, #0091542  
Assistant Prosecuting Attorneys  
225 Court Street, Third Floor  
Elyria, OH 44035  
*Counsel for Defendant-Appellee*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies the foregoing Motion to Dismiss Administrative Appeal was served upon Plaintiff-Appellant's counsel via electronic mail on April 21, 2023:

Karen Wu,  
The Legal Aid Society of Cleveland  
1530 W. River Road North, Suite 301  
Elyria, OH 55035  
[Karen.wu@lasclev.org](mailto:Karen.wu@lasclev.org)

*Counsel for Plaintiff-Appellant*



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Leigh Prugh, #0072852  
Greg Peltz, #0091542

*Counsel for Defendant-Appellee*



FILED  
LORAIN COUNTY  
2023 MAY 10 A 11:34  
COURT OF COMMON PLEAS  
TOMORLANDO

**IN THE COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO**

**LILLIAN ROBERTSON**

Plaintiff-Appellant,

vs.

**MENTAL HEALTH, ADDICTION  
AND RECOVERY SERVICES BOARD  
OF LORAIN COUNTY**

Defendant-Appellee.

CASE NO. 23CV208609

JUDGE JOHN R. MIRALDI

**DEFENDANT-APPELLEE'S MOTION  
TO STRIKE AND/OR QUASH  
SUBPOENA ISSUED BY PLAINTIFF**

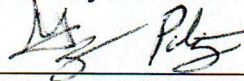
On May 3, 2023, Plaintiff-Appellant's, Lillian Robertson ("Robertson"), attorney, Karen Wu, improperly issued a subpoena to New Sunrise Properties. Exhibit A. Defendant-Appellee, Mental Health and Recovery Services Board of Lorain County ("MHARS Board"), by and through its statutory counsel the Lorain County Prosecuting Attorney, respectfully requests that this Court strike and/or quash the subpoena from the record.

Robertson has attempted to bring an administrative appeal pursuant to R.C. 2506.01 from a legislative act of the MHARS Board. An appellant in an administrative appeal does not possess subpoena abilities as is commonly recognized under the Civil Rules. In an administrative appeal, only a "statutory transcript," which is the record of the proceedings before the administrative body, is filed with the trial court. Specifically, pursuant to R.C.

2506.06 upon the filing of a praecipe by the appellant, the officer or body from which the appeal is taken, "shall prepare and file in the court to which the appeal is taken, a complete transcript of all the original papers, testimony, and evidence offered, heard, and taken into consideration in issuing the final order, adjudication, or decision appealed from." A trial court reviewing the administrative decision is ordinarily confined only to the statutory transcript from the administrative body. *Buckosh v. Westlake City Schools*, 8th Dist. No. 91714, 2009-Ohio-1093, ¶ 25. Further, R.C. 2506.07 provides for limited exceptions for an appellant to supplement the statutory transcript with additional evidence but it does not grant subpoena abilities.

Accordingly, because Robertson has attempted to appeal from an administrative body's legislative act, Robertson does not possess subpoena abilities as is normally recognized under the Civil Rules. As such, this Court should strike and/or quash the subpoena issued by Attorney Wu.

Respectfully submitted,



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Leigh Prugh, #0072852

Greg Peltz, #0091542

Assistant Prosecuting Attorneys

*Counsel for Defendant-Appellee Mental  
Health, Addiction, and Recovery Services  
Board of Lorain County*



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies the foregoing Motion to Strike and/or Quash Plaintiff's Subpoena was served upon Plaintiff-Appellant's counsel via electronic mail on May 10, 2023:

Karen Wu,  
The Legal Aid Society of Cleveland  
1530 W. River Road North, Suite 301  
Elyria, OH 55035  
[Karen.wu@lasclev.org](mailto:Karen.wu@lasclev.org)

*Counsel for Plaintiff-Appellant*



---

Leigh Prugh, #0072852  
Greg Peltz, #0091542

*Counsel for Defendant-Appellee*



IN THE COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO

LILLIAN ROBERTSON,

Appellant,

v.

MENTAL HEALTH, ADDICTION AND  
RECOVERY SERVICES BOARD OF  
LORAIN COUNTY

: Case No. 23CVG208609

:

:

: JUDGE JOHN R. MIRALDI

:

:

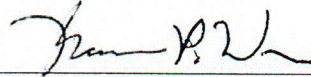
: **APPELLANT LILLIAN ROBERTSON'S  
NOTICE OF SERVICE OF SUBPOENA**

:

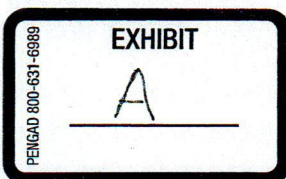
Appellee,

Pursuant to Rule 45 of the Ohio Rules of Civil Procedure, Appellant Lillian Robertson hereby gives notice to Plaintiff of service of subpoena *duces tecum* on Lindsay Kochheiser, Shelter Plus Care Coordinator, New Sunrise Properties, on May 3, 2023. A copy of the subpoena and proof of service are attached to this Notice as Appellant's Exhibits 1 and 2.

Respectfully submitted,

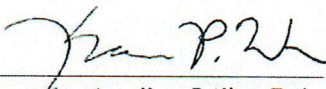


KAREN P. WU (0077736)  
The Legal Aid Society of Cleveland  
1530 W. River Road North, Ste. 301  
Elyria, OH 44035  
Tel: (216) 861-5909  
Fax: (440) 352-0015  
Karen.Wu@lasclv.org  
*Attorney for Appellant*

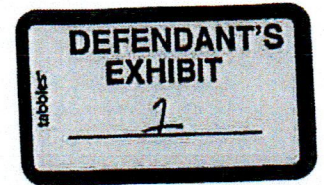


**Certificate of Service**

I certify that on May 4, 2023, I served a copy of the foregoing Appellant Lillian Robertson's Notice of Service of Subpoena Duces Tecum on Appellee's Attorneys Leigh Prugh and Greg Peltz, 225 Court Street, Third Floor, Elyria, OH 44035 via e-mail at [Leigh.Prugh@lcprosecutor.org](mailto:Leigh.Prugh@lcprosecutor.org) and [greg.peltz@lcprosecutor.org](mailto:greg.peltz@lcprosecutor.org).

  
\_\_\_\_\_  
*Attorney for Appellant Lillian Robertson*





IN THE COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO

LILLIAN ROBERTSON,	)	Case No. 23CV208609
	)	
Appellant,	)	
	)	
v.	)	JUDGE JOHN R. MIRALDI
	)	
MENTAL HEALTH, ADDICTION AND	)	
RECOVERY SERVICES BOARD OF	)	
LORAIN COUNTY	)	Subpoena <i>Duces Tecum</i>
	)	
Appellee	)	

To: Lindsay Kochheiser, Shelter Plus Care Coordinator, New Sunrise Properties, 1100 Abbe Road N, Suite A, Elyria, OH 44035-1667

You are commanded to produce, and permit inspection and copying of, any and all of the following documents, records, photographs, memoranda, or electronically stored information (collectively, "documents") that are in the possession, custody, or control of New Sunrise Properties, regarding Appellant Lillian Robertson's ("Ms. Robertson") participation in the Shelter Plus Care (SPC) Program no later than **Wednesday, May 17, 2023**. The documents requested may be provided electronically to Karen.Wu@lasclev.org or on a compact disc.

The documents requested cover the period that extends back from November 1, 2020 through May 2, 2023. If the documents are not produced as they are kept in the usual course of business, they should be organized and labeled to correspond with the following categories:

1. All Housing Assistance Payment ("HAP") Contract(s) that Ms. Robertson signed with New Sunrise Properties for the premises at 1409 Herbert Drive, Apt. C, Lorain, OH 44053 ("the premises");
2. All lease(s) and/or written rental agreements;
3. All notices of amendments to the lease and/or HAP Contract sent to Ms. Robertson;
4. All funding contracts between the Department of Housing and Urban Development (HUD) and the Mental Health and Recovery Services (MHARS) Board for the premises at 1409 Herbert Drive, Apt. C, Lorain, OH 44053 ("the premises");
5. All documents of inspections of the premises;
6. All documents related to compliance with the Housing Quality Standards (HQS) at the premises;
7. All documents related to all HQS conditions cited as failed at the premises;



8. All documents related to the HAP portion for each month throughout Ms. Robertson's tenancy and MHARS Board's payments to New Sunrise Properties for the premises;
9. All notices from the MHARS Board to New Sunrise Properties and/or Ms. Robertson about abatement of HAP and/or rent for the premises;
10. All notices sent by MHARS Board regarding the premises;
11. All notices sent by New Sunrise Properties regarding the premises;
12. All of Ms. Robertson's recertification documents;
13. All correspondence between the MHARS Board and New Sunrise Properties about the premises and/or Ms. Robertson's tenancy;
14. All documents related to the abatement of the HAP contract for the premises;
15. All documents related to the cancellation of the HAP contract for the premises.
16. Any record of New Sunrise Properties holding any payments; and
17. Any record of New Sunrise Properties returning any payments.

Pursuant to Rule 45(A)(1)(c) of the Ohio Rules of Civil Procedure, set forth below are Civil Rule 45(C) and Civil Rule 45(D):

(C) Protection of persons subject to subpoenas

- (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena.
- (2) (a) A person commanded to produce under divisions (A)(1)(b), (iii), (iv), (v), or (vi) of this rule need not appear in person at the place of production or inspection unless commanded to attend and give testimony at a deposition, hearing, or trial.  
 (b) Subject to division (D)(2) of this rule, a person commanded to produce under divisions (A)(1)(b), (iii), (iv), (v), or (vi) of this rule may, within fourteen days after service of the subpoena or before the time specified for compliance if such time is less than fourteen days after service, serve upon the party or attorney designated in the subpoena written objections to production. If objection is made, the party serving the subpoena shall not be entitled to production except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena, upon notice to the person commanded to produce, may move at any time for an order to compel the production. An order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the production commanded.
- (3) On timely motion, the court from which the subpoena was issued shall quash or modify the subpoena, or order appearance or production only under specified conditions, if the subpoena does any of the following:
  - (a) Fails to allow reasonable time to comply;
  - (b) Requires disclosure of privileged or otherwise protected matter and no exception or waiver applies;
  - (c) Requires disclosure of a fact known or opinion held by an expert not retained or specially employed by any party in anticipation of litigation or preparation for trial as described by Civ.R. 26(B)(5), if the fact or opinion does not describe specific events or occurrences in dispute and results from study by that expert that was not made at the request of any party;
  - (d) Subjects a person to undue burden.
- (4) Before filing a motion pursuant to division (C)(3)(d) of this rule, a person resisting



discovery under this rule shall attempt to resolve any claim of undue burden through discussions with the issuing attorney. A motion filed pursuant to division (C)(3)(d) of this rule shall be supported by an affidavit of the subpoenaed person or a certificate of that person's attorney of the efforts made to resolve any claim of undue burden.

- (5) If a motion is made under division (C)(3)(c) or (C)(3)(d) of this rule, the court shall quash or modify the subpoena unless the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated.

(D) Duties in responding to subpoena

- (1) A person responding to a subpoena to produce documents shall, at the person's option, produce them as they are kept in the usual course of business or organized and labeled to correspond with the categories in the subpoena. A person producing documents pursuant to a subpoena for them shall permit their inspection and copying by all parties present at the time and place set in the subpoena for inspection and copying.
- (2) If a request does not specify the form or forms for producing electronically stored information, a person responding to a subpoena may produce the information in a form or forms in which the information is ordinarily maintained if that form is reasonably useable, or in any form that is reasonably useable. Unless ordered by the court or agreed to by the person subpoenaed, a person responding to a subpoena need not produce the same electronically stored information in more than one form.
- (3) A person need not provide discovery of electronically stored information when the production imposes undue burden or expense. On motion to compel discovery or for a protective order, the person from whom electronically stored information is sought must show that the information is not reasonably accessible because of undue burden or expense. If a showing of undue burden or expense is made, the court may nonetheless order production of electronically stored information if the requesting party shows good cause. The court shall consider the factors in Civ. R. 26(B)(4) when determining if good cause exists. In ordering production of electronically stored information, the court may specify the format, extent, timing, allocation of expenses and other conditions for the discovery of the electronically stored information.
- (4) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.
- (5) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a receiving party must promptly return, sequester, or destroy the specified information and any copies within the party's possession, custody or control. A party may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim of privilege or of protection as trial-preparation material. If the receiving party disclosed the information before being notified, it must take

reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

Respectfully submitted,

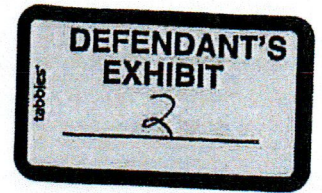


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Karen P. Wu (0077736)  
The Legal Aid Society of Cleveland  
1530 W. River Road, N., Suite 301  
Elyria, Ohio 44035  
Phone: (216) 861-5909 (KPW)  
Fax: (440) 352-0015  
[Karen.Wu@lasclcv.org](mailto:Karen.Wu@lasclcv.org)  
*Attorney for Appellant*



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Add to Informed Delivery (<https://informedelivery.usps.com/>)

Scheduled Delivery by

### WEDNESDAY

**3** May 2023 ⓘ by **6:00pm** ⓘ

Your item was delivered to an individual at the address at 3:22 pm on May 3, 2023 in ELYRIA, OH 44035. The item was signed for by S SUNRISE.

Feedback

Get More Out of USPS Tracking:

USPS Tracking Plus®

**Delivered**

Delivered, Left with Individual

ELYRIA, OH 44035

May 3, 2023, 3:22 pm

See All Tracking History

Text & Email Updates



Proof of Delivery



USPS Tracking Plus®



# Attachment C

## **GROUND SUBLEASE**

### **Site:**

**6140 S. Broadway  
Lorain, Ohio 44053**

# **GROUND SUBLEASE**

## **Specific Provisions**

**Landlord:** The Nord Center  
an Ohio nonprofit corporation

**Landlord Notice Address:** 6140 S. Broadway  
Lorain, Ohio 44503  
Attn: Don Schiffbauer  
Email: DSchiffbauer@nordcenter.org

*With copy to:*

Ulmer & Berne LLP  
1660 W. 2<sup>nd</sup> Street, Suite 1100  
Cleveland, Ohio 44113  
Attn: David E. Schweighoefer  
Telephone: 216-583-7278  
Email: dschweighoefer@ulmer.com

**Tenant:** Mental Health and Addiction Recovery  
Services Board of Lorain County,  
a governmental entity

**Tenant Notice Address:** 1173 North Ridge Road East  
Lorain, Ohio 44055  
Attn: Michael Doud  
Telephone: (440) 787-2078  
Email: mdoud@mharslc.org

*With copy to:*

The Lorain County Prosecutor's Office  
Lorain County Justice Center  
225 Court Street, Third Floor  
Lorain, Ohio 44033  
Attn: Daniel F. Petticord  
Telephone: (440) 329-5389  
Email: dan.petticord@lcprosecutor.org

**Effective Date:** The date upon which this Lease has been executed by both Landlord and Tenant.

<b>Construction Period:</b>	The period of approximately two (2) years commencing on the Delivery Date and expiring on the Commencement Date. The Construction Period is anticipated to conclude in spring 2025.
<b>Commencement Date:</b>	First day of the calendar month after the expiration of the Construction Period. The Commencement Date will be agreed to by the parties as set forth on the Commencement Date Agreement attached hereto as <b><u>Exhibit “B”</u></b> .
<b>Primary Term:</b>	Thirty one (31) years commencing on the Commencement Date.
<b>Base Rent:</b>	\$1.00 per year; see provisions of Section 6.1 below
<b>Leased Premises:</b>	Approximately 2.0975 acres, being described as 6130 S Broadway, Lorain, OH 44053, Parcel No. 06-21-001-101-067 by the Lorain County, Ohio, Auditor, as described by metes and bounds on <b><u>Exhibit “A-1”</u></b> and depicted on <b><u>Exhibit “A-2”</u></b> that is leased by Landlord to Tenant under the terms of this Lease.
<b>Adjacent Landlord Property:</b>	Approximately 3.2700 acres, being described as 6140 S Broadway, Lorain, OH 44053, Parcel No. 06-21-001-101-068 by the Lorain County, Ohio, Auditor, as described by metes and bounds on <b><u>Exhibit “A-3”</u></b> and depicted on <b><u>Exhibit “A-4”</u></b> , which parcel is owned by Landlord.
<b>Common Areas:</b>	All parking areas, parking lots, lanes, drives, driveways, walkways, parking lot entrances and exits, sidewalks, landscaped and other unpaved areas associated with such parking amenities, parking lot lighting facilities and equipment, shared utility facilities, and all other areas not exclusive to the use of (i) Landlord in connection the Adjacent Landlord Property or (ii) Tenant in connection with the Leased Premises, and which are located in or on any portion of the Leased Premises or the Adjacent Landlord Property and are intended and available for the common use of Landlord and Tenant. In addition, the Common Areas will include all such areas described above which are located on the property leased under the <b>“Parking Leases”</b> , as defined in Section 1.1.2 below.
<b>Tenant’s Proportionate Share:</b>	38.86%, see Section 6.2.1 below.

**THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE USED THROUGHOUT THIS LEASE AND WHOSE DEFINITIONS MAY BE MODIFIED UNDER THE TERMS AND CONDITIONS BELOW.**

This Ground Sublease (this “**Lease**”) is effective as of the Effective Date and is executed by and between Landlord and Tenant with respect to the Leased Premises described below.

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1. **Agreement to Lease; Defined Terms**

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1.1 **Lease of Leased Premises.** Landlord leases the Leased Premises to Tenant, and Tenant leases the Leased Premises from Landlord, together with all rights, privileges, easements and appurtenances, if any, pertaining to the Leased Premises, on the terms, conditions, and limitations established in this Lease, for the Lease Term.

1.1.1 *Common Area Access.* Tenant, as well as its agents, employees, customers, and invitees, shall have and are granted, upon payment of Additional Rent (defined in Section 6.2 below) will have access to and use of all Common Areas.

1.1.2 *Parking Leases.* The Leased Premises and the Adjacent Landlord Property are served by certain leases for parking on land adjacent to the Leased Premises and the Adjacent Landlord Property, such leases being more particularly described as follows: (i) the Lease Agreement dated January 7, 2009 between Eschtruth Investment LLC, as lessor, and Norcare Enterprises, Inc., as lessee, as amended by a certain First Amendment to Lease Agreement dated November 7, 2022, (ii) the Sublease Agreement dated \_\_\_\_\_, 2023 between Norcare Enterprises, Inc., as sublessor, and The Nord Center (Landlord), as sublessee, and (iii) the Sub-Sublease Agreement dated \_\_\_\_\_, 2023 between The Nord Center (Landlord), as sub-sublessor, and Mental Health and Addiction Recovery Services Board of Lorain County, as sub-sublessee (collectively subparts (i), (ii) and (iii) are referred to as the “**Parking Leases**”). Landlord and Tenant expressly acknowledge and agree that, for purposes of this Lease, the “Common Areas” will be deemed to cover and include the property leased under the Parking Leases, and that the usage of such portions of the Common Areas will be governed by the terms of this Lease, and the Parking Leases, as applicable.

1.1.3 *Master Lease.* As is further set forth in Article 17, this Lease is subject to that certain Lease Agreement dated as of July 1, 2009 (the “**Master Lease**”) by and between Norcare Enterprises, Inc. (the “**Master Lessor**”) as lessor, and Landlord, as lessee, for the real property, improvements, and personal property constituting the collectively the Leased Property and the Adjacent Landlord Property.

1.2 **Defined Terms.** When used in this Lease, defined terms should have the meanings established in this Lease. Various defined terms are defined above, and various other terms are defined below as well as in other areas in the text of this Lease.

1.2.1 “**Delivery Date**” has the meaning assigned in Section 3 below.

1.2.2 “**Facilities**” means all buildings and other improvements (including paved areas, etc.) constructed by Tenant on the Leased Premises. References in this Lease to the term “**Facilities**,” however, specifically exclude Tenant’s Property, as defined below. The Facilities shall be and remain at all times Tenant’s sole property during the Lease



Term. Upon the expiration or earlier termination of this Lease, title to the Facilities shall automatically and immediately vest in Landlord without further action by Tenant, although Tenant shall, upon Landlord's request, execute and deliver appropriate documentation conveying the Facilities to Landlord.

1.2.3 **"Governing Authorities"** means all federal, state, local (municipal and/or county), and quasi-governmental agencies, departments, councils, boards, commissions, authorities, and the like that have jurisdiction over the development, construction, and/or use of the Leased Premises.

1.2.4 **"Permittees"** means all employees, customers, vendors, suppliers, invitees, licensees, authorized representatives, contractors, assignees, sublessees, concessionaires, consultants, and other permitted persons of the party in question.

1.2.5 **"Tenant's Property"** means all of the following that are now or in the future located on the Leased Premises: (i) personal property, trade fixtures, furniture, and equipment; and (ii) all signage attached to Tenant's Facilities, all pylon signs located from time to time, and all monument signs reserved for Tenant's sole use that may be located from time to time (called, collectively, the **"On-Site Signage"**). Tenant may remove or replace Tenant's Property at any time during the Lease Term unless expressly provided otherwise by the terms of this Lease.

1.2.6 **"Tenant's Work"** describes the development and construction of the Facilities that Tenant shall, subject to the terms of this Lease, perform with respect to the Leased Premises.

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## 2. **Conditions Precedent.**

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2.1 **Conditions Precedent.** This Lease and Landlord's and Tenant's obligations under this Lease are subject to satisfaction or waiver by Landlord and/or Tenant, as applicable, of each of the following conditions (all of which are called collectively, the **"Conditions Precedent"**) prior to the Delivery Date:

2.1.1 **Management Approvals.** Each of Landlord and Tenant shall have obtained the approval of its senior management and/or Board of Directors to enter into this Lease.

2.1.2 **Governmental Approvals.** Tenant agrees and acknowledges that it has or will prior to the Delivery Date and through the Construction Period, as applicable, obtain all permits and approvals required of the Governing Authorities to enable Tenant to develop, construct, and use the Leased Premises for Tenant's Use (the **"Tenant's Permit Approvals"**), including: (i) all building permits; (ii) all site development plans; (iii) all plans showing or concerning curb cuts, signage, lighting, access, deceleration lanes, median breaks, drainage plans, landscape plans, and similar development and construction; and (iv) all operating permits, conditional use permits, and (v) zoning designation, including rezoning approval by the Lorain City Council, if applicable. Notwithstanding any provisions of this Lease to the contrary, Landlord agrees to cooperate with Tenant and

to use its best efforts to promptly prepare and file all necessary documentation to affect all applications, notices, petitions and filings, and to obtain all permits, consents, approvals and authorizations of all third parties and governmental authorities which are necessary for the parties to carry out the terms of this Lease.

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### 3. **Delivery of Leased Premises.**

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3.1 ***Delivery Date.*** Landlord shall deliver exclusive possession of the Leased Premises to Tenant on [June 1, 2023] (the “***Delivery Date***”).<sup>1</sup> Tenant acknowledges and agrees that it takes and accepts the Leased Premises in its as-is, where-is condition on the Delivery Date, and that Landlord has no work or improvement obligations with respect to the Leased Premises under this Lease.

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### 4. **Construction of Improvements.**

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4.1 ***Construction Period.*** Promptly after the Delivery Date, Tenant shall commence construction of Tenant’s Work described in Section 4.2 below, which Tenant must complete by no later than the expiration of the Construction Period. The parties agree and acknowledge that the target date for completion of the Tenant’s Work is Spring 2025.

4.2 ***Tenant’s Work.*** During the Construction Period, Tenant, at its sole cost and expense, is solely responsible to design, entitle, permit, place, and construct the Facilities at the Leased Premises, and, to the extent Tenant undertakes construction in accordance with this Lease, Tenant shall do so: (i) in accordance with plans and specifications approved by Landlord in writing, (ii) in a good and workmanlike manner, free of defects; (iii) in compliance with all Laws and all matters of title; and (iv) diligently, without undue delay not caused by a Force Majeure Event.

4.3 ***Tenant Improvement Allowance.*** Landlord shall provide a Tenant improvement allowance (the “**Allowance Amount**”) in an amount not to exceed Three Million Four Hundred Thousand and 00/100 Dollars (\$3,400,000)<sup>2</sup> to offset Tenant’s costs for Tenant’s performance of the Tenant’s Work, provided, however, that Landlord’s provision of the Allowance Amount is conditioned upon Landlord’s prior receipt of anticipated funding from outside parties in the form of grants, awards, and donations, which Landlord expects to total the stated Allowance Amount. Landlord shall reimburse Tenant (or pay directly to Tenant’s general contractor if directed by Tenant) for the Allowance Amount upon receipt by Landlord of contractor’s receipts and lien waivers for work actually performed on the Leased Premises. Landlord shall only reimburse Tenant or pay Tenant’s general contractor for those contractors’ receipts that are approved by both Landlord and Tenant and for which lien waivers satisfactory to Landlord have been provided. Tenant shall provide Landlord with such approved receipts together with lien waivers by the twentieth (20th) day of each month and Landlord shall reimburse Tenant (or pay Tenant’s general contractor) no later than the twentieth (20th) day of the following month. The final disbursement

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<sup>1</sup> Delivery date to be determined by parties.

<sup>2</sup> Amount to be confirmed.

of the Allowance Amount is conditioned upon receipt of full lien waivers from all contractors, subcontractors and materialmen furnishing labor or materials to the Leased Premises. Tenant shall be required to incur the costs, complete the work, and draw down the Allowance Amount by no later than the Commencement Date. All receipts and lien waivers shall be provided to Landlord by no later than thirty (30) days after the expiration of the Construction Period. Notwithstanding the foregoing, Tenant understands and agrees that in no event will Landlord be required to reimburse Tenant any portion of the stated Allowance Amount under this Section unless and until Landlord has received the funds to cover such reimbursement requests.

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## 5. Term.

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5.1 **Primary Term.** This Lease is valid and enforceable as of the Effective Date and through the Lease Term, subject to the terms and conditions described in this Lease. The commencement of the Base Rent, Additional Rent, and any other charges under the Lease shall begin on the Commencement Date and shall remain in effect through the Primary Term, except as otherwise provided herein. Landlord and Tenant shall promptly, after the occurrence of the Commencement Date, exchange fully executed copies of the Commencement Date Agreement attached as **Exhibit “B”**.

5.2 **Holdover Term.** If Tenant shall hold over after the expiration of the Primary Term, the holdover tenancy shall continue in accordance with all the terms of this Lease, except that Base Rent shall equal 150% of the Base Rent in effect at the end of the Lease Term (the holdover period shall be referred to in this Lease as the “**Holdover Term**”). Landlord shall be deemed to consent to Tenant’s holding over if it is reasonably required by Tenant to perform or satisfy any of Tenant’s obligations to Landlord under this Lease, applicable law, or otherwise. Except as provided herein, a Holdover Term may be terminated by either Landlord or Tenant upon not less than ninety (90) days written notice; however, any Holdover Term shall end only at the end of a calendar month.

5.3 **Lease Term.** The Primary Term, Holdover Term, and any and all other extensions or renewals of the Lease are collectively referred to throughout this Lease as the “**Lease Term.**”

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## 6. Rental.

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6.1 **Base Rent.** Tenant shall pay Base Rent to Landlord in advance on the first day of each calendar month, without notice, demand, offset or deduction, except as otherwise expressly provided in this Lease. Rent for any period less than a calendar month shall be prorated, based on the number of calendar days in the month.

6.2 **Additional Rent.** In addition to Base Rent (if applicable), Tenant shall pay prior to delinquency, for the period commencing on the Delivery Date and continuing throughout the balance of the Lease Term, as additional rental (“**Additional Rent**” and, collectively with Base Rent, “**Rent**”), the following items:

6.2.1 *Common Area Maintenance Charges.* Tenant shall pay Tenant's Proportionate Share of all operating expenses incurred by Landlord regarding the Common Areas (the "**Common Area Maintenance Charges**"). The operating expenses of the Common Areas are those amounts paid or payable in connection with the management, maintenance, repair, replacement and operation of the Common Areas. The Common Area Maintenance Charges will include, but will not be limited to, those costs and expenses associated with any landscaping; sprinklers; security; fire protection oversight; maintenance; repair and monitoring; repaving, replacing, repairing, and restriping parking lots; public utilities (if applicable); insuring the Common Areas (if applicable), lighting; maintenance; removal of snow, trash, rubbish, garbage and other refuse; personnel and salary expenses, including unemployment taxes, social security taxes, disability benefits, hospitalization, group insurance to implement services (including accounting); amounts incurred for legal and other professional fees relating to the operating and property management of the Common Areas; Landlord's compliance with present and future laws and ordinances; clean, and painting the Common Areas (if applicable); maintenance of sanitary sewers, storm sewers, domestic water, storm water, detention, retention basins, water filtration and treatment facilities, if any; pylon signs; directional and traffic signs and signals (if applicable); security and security patrols; fire protection; installing, maintaining and repairing burglar or fire alarm systems; and an administrative fee of ten percent (10%) of all of the foregoing costs. As soon as practicable after the end of each calendar year ending during the Term and after Lease termination, Landlord shall render a statement in reasonable detail showing for the preceding calendar year or fraction thereof, as the case may be, the Common Area Maintenance Charges and Tenant's Proportionate Share attributable thereto.

6.2.2 *Property Taxes.* All ad valorem real estate taxes, sewer and sewer rents or charges, business improvement district and other assessments, special or otherwise, levied, assessed or imposed by the applicable taxing authority or upon or with respect to Leased Premises, if any (collectively "**Real Property Taxes**"), assessed against the Leased Premises for periods during the Lease Term but only for periods during the Lease Term after the Delivery Date. Real Property Taxes for any period less than a calendar year shall be prorated. Tenant's liability to pay Real Property Taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included at the beginning or end of the Lease Term. Landlord shall authorize and instruct the assessing authority to forward to Tenant all Real Property Tax bills on the Leased Premises and/or any part. If Landlord pays any Real Property Taxes agreed to be paid by Tenant, then, within ten (10) days after Landlord's presentation of a receipted bill, Tenant shall promptly repay the taxes to Landlord as Additional Rent. For purposes of clarification, so long as Tenant is a governmental entity exempt from paying Real Property Taxes, Tenant shall have no obligation to pay any such Real Property Taxes; provided, however, that in the event Tenant's successor or assign is not an exempt entity, or it is determined the Leased Premises otherwise is not exempt from Real Property Taxes, Tenant shall be responsible for payment of the same under this Section 6.2.2.

6.3 *Payment of Rental.* Tenant shall pay the Rent provided in this Lease to Landlord, when due, at Landlord's office, or to any other person or place as Landlord may designate by

notice to Tenant, or as otherwise expressly provided in this Lease. At Tenant's election, rent may be paid by electronic funds transfer to an account to be designated by Landlord.

6.4 ***Security Deposit.*** Tenant shall not be required to pay a security deposit.

6.5 ***Tenant Overpayments.*** If either Landlord or Tenant discovers, at any time during the Lease Term or within a reasonable time afterwards, that Tenant has paid Landlord rental or other amounts in excess of those amounts that Tenant was obligated to pay at the time, the applicable party shall promptly notify the other party and, without prejudice to any other remedies, whether legal or equitable, available to Tenant, Tenant shall have the right to treat all or a portion of the overpaid amounts as pre-paid rental, in which event the portion treated as pre-paid rental shall be applied as a credit toward future amounts due Landlord from Tenant under this Lease, and any amounts that exceed future amounts due shall be promptly refunded to Tenant.

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7. **Possession and Use.**

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7.1 ***Tenant's Use.*** Tenant may use the Leased Premises only for the operation of a crisis receiving center, including emergency, inpatient, and outpatient medical care, and including the provision of detoxification services ("**Tenant's Use**"). Tenant will observe and comply with such reasonable rules and regulations as Landlord may prescribe from time to time with respect to the Leased Premises, provided in the event of any conflict or inconsistency between any such rules and regulations and this Lease, the terms of this Lease shall supersede and govern. Tenant shall not use or occupy the Leased Premises for any unlawful purpose, or in any manner that will violate the certificate of occupancy for the Leased Premises, or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the retained property.

7.2 ***Compliance with Laws.*** Tenant, at no cost or expense to Landlord, shall promptly and properly observe, comply with and execute all present and future orders, regulations, directions, rules, laws, ordinances, and requirements of all Governing Authorities that arise directly from Tenant's use, occupancy, or enjoyment of all or part of the Leased Premises during the Lease Term.

7.3 ***Hazardous Materials.*** Tenant agrees not to cause or permit any generation, storage, handling or disposal of any flammable explosives, petroleum or petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, radioactive materials or wastes, hazardous materials or wastes, toxic materials or wastes, asbestos, asbestos-containing materials, PCBs, or any other material, substance or waste that (i) is recognized as being hazardous or dangerous to health or the environment, (ii) is regulated or may form the basis for liability under any Environmental Laws (as defined below), (iii) is present in the environment in such quantity or state that it contravenes any Environmental Laws, or (iv) requires or will require remediation or removal under any Environmental Laws (collectively "**Hazardous Materials**") in or upon the Leased Premises during the Term of the Lease except in accordance with Environmental Laws. "**Environmental Laws**" means all present and future federal, state, county, municipal and other local statutes, laws, codes, ordinances, administrative and court orders and directives, rules and regulations applicable to the Leased



Premises or to the use and occupancy of the Leased Premises or to operations conducted at or ownership of the Leased Premises from time to time applicable at any time, relating to the protection of the environment, human health or safety or national or homeland security and including, without limitation, those requirements relating to the generation, manufacture, use, storage, management, transportation, treatment, discharge, disposal or reporting of Hazardous Materials, nuisance claims, employee and product safety, and the emission or release of Hazardous Materials into the air, surface water, ground water, land surface, subsurface strata or any drain, pipeline, building or structure. In the event that any other substance used at the Leased Premises shall, during the Term, become designated as a Hazardous Material, then Tenant shall, to the extent practicable, discontinue use of the substance in or upon the Leased Premises except to the extent such use is in accordance with Environmental Laws. If it is not practicable for Tenant to discontinue such use, then Tenant agrees that it shall only continue use of the Hazardous Material in or upon the Leased Premises in a manner consistent with all Environmental Laws. Tenant shall assume sole responsibility for any and all demands, claims, enforcement actions, costs and expenses, liabilities, losses, damages, suits, actions, fines or penalties of any kind, including the cost of all remediation efforts and clean-up plans, arising out of (i) Tenant's breach of this Section, (ii) Tenant's violation of any Environmental Laws, or (iii) any Environmental Matter caused by any act or omission of Tenant or its agents, employees, contractors, licensees, invitees; except where such agent, contractor, licensee, or invitee is Landlord. Landlord shall assume sole responsibility for any and all demands, claims, enforcement actions, costs, expenses, liabilities, losses, damages, suits, actions, fines or penalties of any kind, including the cost of all remediation efforts and clean-up plans, arising out of any Environmental Matter caused by any act or omission of Landlord or its agents, employees or contractors; except where such agent or contractor is Tenant. "**Environmental Matter**" means any matter arising out of, relating to or resulting from pollution, contamination, sanitation, nuisance, emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise arising out of, resulting from, or relating to, the generation, manufacture, use, storage, management, transportation, treatment, discharge, disposal or reporting of Hazardous Materials, or the application of Environmental Laws. The foregoing obligations shall survive the termination or earlier expiration of this Lease.

7.4 **Improvements.** Subject to the approval of the Governing Authorities and the acquisition of any required permits, and in compliance with any matters of record, and subject to Landlord's written approval of plans and specifications therefor, Tenant may place and maintain on the Leased Premises any and all Facilities and Tenant's Property as it may desire for Tenant's Use. Tenant may remove Tenant's Property without their replacement or reimbursement to Landlord so long as Tenant repairs any damage caused by the removal. Tenant shall not remove any Facilities without Landlord's express written approval. Tenant will not be required to remove any of the Tenant's Property or Facilities at the expiration or sooner termination of this Lease, and any of Tenant's Property remaining and not removed within thirty (30) days after the termination of the Lease shall become the property of the Landlord without warranty, express or implied. Notwithstanding anything contained herein to the contrary, Tenant shall cause any Facilities or Tenant's Property, if any, located on the Leased Premises at the expiration or sooner termination of this Lease to be in good condition and repair.

7.5 **Alterations.** Without the need or requirement of prior approval from the Landlord, Tenant may make interior non-structural alterations, reductions, or additions to the Leased

Premises as Tenant may desire, provided that they do not violate any matters of record, or any requirements of any Governing Authorities having jurisdiction over the Leased Premises. Any exterior or structural alterations, reductions, or additions to the Leased Premises shall require Landlord's prior written consent (and Landlord's consent of plans and specifications therefor). All alterations, additions, and replacements will be made in compliance with all Laws and matters of record, in a good workmanlike manner, and without cost to Landlord. Tenant also shall have the right to remove (without the obligation to replace or the obligation to reimburse Landlord for) any trees, dirt, vegetation, landscaping, sidewalks, and curbing on the Leased Premises, subject to Tenant's compliance with all Laws and the above requirements.

7.6 ***Signs and Trademarks.*** Subject to Landlord's prior written approval thereof, Tenant shall have the right to erect or attach upon all parts of the Leased Premises all signs, sign faces, posters, banners, and trademark items as it may deem proper, subject to first obtaining any required approvals of the Governing Authorities, and subject to any matters of record. All On-Site Signage including any signs, sign faces, posters, banners, and trademark items (except for the sign structures themselves) shall be removed by Tenant at the expiration or termination of this Lease at Tenant's sole expense. Landlord shall reasonably cooperate with Tenant (at no cost or expense to Landlord) in obtaining any necessary permits or variances from governmental restrictions placed upon the use of signs.

7.7 ***Surrender.*** Upon expiration of the Lease Term (or upon earlier termination for any reason), Tenant shall quit and surrender the Leased Premises, including the Facilities and Tenant's Property, in good condition and repair, and in compliance with all Laws and all matters of title and in the condition required of Tenant under this Lease.

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## 8. **Maintenance; Operating Expenses.**

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8.1 ***Repairs.*** Tenant, at its sole cost and expense, shall maintain, repair and replace, if necessary, the Leased Premises and all portions thereof, including the Facilities, the Tenant's Property, and all improvements thereon, including without limitation, structural systems, roof, load-bearing walls, floor slabs, HVAC system and equipment, utility systems such as lighting and plumbing, storm drainage systems, windows, glass, doors, glazing and floor coverings, landscaped and irrigation areas, sidewalks, driveways, signage as well as all other facilities, trade fixtures and other equipment located on the Leased Premises. Landlord shall be responsible for maintaining and repairing all off-site improvements (including all improvements in the Common Areas), including any offsite paved areas used for access to or from the Leased Premises, and Tenant shall pay to Landlord the Tenant's Proportionate Share for such Landlord services in accordance with the provisions of Section 6.2 above.

8.2 ***Utilities.*** Tenant shall pay all charges for gas, electricity, telephone, sewer, water, and any other utilities provided to the Leased Premises (including connection fees). Tenant shall be solely responsible for the performance of any and all maintenance and repair to the utilities serving the Leased Premises. Tenant will be responsible for assuring that all billing statements for all utilities will be mailed directly to Tenant for payment. If Landlord receives utility billing

statements, Landlord shall promptly forward the bill to Tenant for payment. No cessation or interruption of any utilities shall relieve Tenant of any duties or obligations under this Lease.

8.3 ***Triple Net Lease.*** Except as otherwise expressly provided in this Lease, this Lease is intended to be and shall be deemed and construed as a “net lease,” pursuant to which Landlord shall receive the Base Rent without reduction or offset for any other charge or expense, and free and clear of all taxes, impositions, charges or expenses of any nature whatsoever. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as otherwise expressly set forth in this Lease.

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## 9. **Damage and Condemnation of Leased Premises.**

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9.1 ***Restoration of the Leased Premises.*** If the main building or any other Tenant Improvements are damaged or destroyed during the Term, Tenant shall promptly notify Landlord of such damage or destruction and then Tenant shall repair and restore the damage with reasonable promptness to substantially the condition existing prior to the damage, at Tenant’s sole cost and expense. All such repair, restoration or rebuilding shall be performed with due diligence in a good and workmanlike manner and in accordance with all applicable laws and ordinances.

9.2 ***Total Taking.*** If the whole of the Leased Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Leased Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of Landlord and Tenant, for the continued operation of the business contemplated by this Lease to be conducted thereon, therein or therefrom so as to effectively render the Leased Premises and Improvements untenable, then this Lease and the Term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

9.3 ***Partial Taking.*** If a portion of the Leased Premises are taken, and the portion or portions remaining can, in the reasonable judgment of Tenant, be adapted and used for the conduct of Tenant’s business operation, such that the Premises and Improvements are not effectively rendered untenable, then provided that Tenant receives sufficient funds from the condemning authority, Tenant shall promptly restore the remaining portion or portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease shall continue in full force and effect. If, however, in the reasonable judgment of Tenant, the Premises cannot adequately be adapted and used for the conduct of Tenant’s business operations, or in the event the award is not sufficient to restore the Leased Premises, then Tenant shall have the right to terminate this Lease and any award paid to Tenant shall be assigned to Landlord.

9.4 ***Award.*** The entire award for the Leased Premises or the portion or portions thereof so taken shall be apportioned between Landlord and Tenant as follows: (i) if this Lease terminates due to a taking or condemnation, Tenant shall be entitled to receive the portion of the award which is attributable to the unamortized cost of the Tenant Improvements as reflected in Tenant's books and records; (ii) Landlord shall be entitled to the remaining award; and (iii) if this Lease does not terminate due to such taking or condemnation, Tenant shall be entitled to the award to the extent required for restoration of the Leased Premises, and Landlord shall be entitled to the balance of the award not applied to restoration. If this Lease does not terminate due to a taking or condemnation, Tenant shall, with due diligence, restore the remaining portion or portions of the Leased Premises in the manner provided herein provided Tenant receives sufficient funds from the applicable condemning authority for such purpose. In such event, the proceeds of the award to be applied to restoration shall be deposited with a bank or financial institution designated by Landlord until the restoration has been completed and Tenant has been reimbursed for all the costs and expenses thereof. In addition to the foregoing, Tenant shall have the right to recover from the condemning authority such compensation as is specifically awarded to Tenant to reimburse Tenant for (i) any cost which Tenant may incur in removing Tenant's property from the Leased Premises, and (ii) for loss of Tenant's business.

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## 10. **Insurance**

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10.1 ***Liability Insurance Coverage.*** During the Lease Term, Tenant shall maintain commercial general liability insurance coverage with coverage of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate, showing Landlord as an additional insured.

10.2 ***Property Insurance Coverage.*** During the Lease Term, Tenant shall maintain special form property insurance coverage for the full replacement cost of the Facilities and Tenant's Property.

10.3 ***Additional Insurance Requirements.*** Tenant will provide to Landlord a certificate from Tenant's insurer evidencing the coverage required under this Lease. All policies shall be written by carriers licensed to conduct business in the state in which the Leased Premises are located, and no policy shall be subject to cancellation without ten (10) days' prior written notice being given to Landlord.

10.4 ***Waiver of Subrogation.*** Landlord and Tenant mutually waive, as against one another, all rights of recovery for damage sustained by either caused by the other to the extent that the damage is compensated for by insurance maintained by the damaged party, and Landlord and Tenant agree that no party shall have any claim against the other by way of subrogation or assignment. Landlord and Tenant, to the extent possible, shall obtain policy provisions from their insurers allowing for this waiver.

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## 11. **Indemnity.**

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11.1 ***Tenant's Indemnity.*** Tenant shall accept sole responsibility for any costs, damages, claims, liabilities, expenses (including reasonable attorneys' fees), losses, penalties and court costs suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, in whole or in part (i) the use and occupancy of the Leased Premises by Tenant or Tenant's Permittees, except to the extent that they are Landlord, (ii) any act or omission of Tenant or Tenant's Permittees, except to the extent that they are Landlord, or (iii) any breach of Tenant's obligations under this Lease, including, but not limited to, Tenant's obligation to discharge or bond off liens pursuant to Section 14.7 below, or (iv) any entry by Tenant or any of Tenant's Permittees after the Effective Date.

11.2 ***Landlord's Indemnity.*** Landlord shall accept sole responsibility for any claim, loss, or damage to the extent arising from the negligence or willful misconduct of Landlord.

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## 12. **Representations & Warranties.**

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12.1 ***Landlord Representations.*** Landlord warrants and represents that to its actual knowledge, without inquiry or investigation: (i) Landlord has full power and authority to lease the Leased Premises to Tenant in accordance with the terms of this Lease; (ii) there are no leases or other rights of use or occupancy encumbering the Leased Premises; (iii) Landlord has received no written notice of any pending or threatened legal actions involving the Leased Premises; and (iv) Landlord is not a Prohibited Person, as defined in Section 12.3 below.

12.2 ***Tenant Representations.*** Tenant warrants and represents that (i) Tenant has full power and authority to lease the Leased Premises from Landlord in accordance with the terms of this Lease; (ii) this Lease will not violate any agreement to which Tenant is a party or by which it is bound; (iii) Tenant is not a Prohibited Person (as defined in Section 12.3 below); (iv) Tenant and the person executing and delivering this Lease on Tenant's behalf each represents and warrants that such person is duly authorized to so act; and (v) Tenant is duly organized, is qualified to do business in the jurisdiction in which the Leased Premises is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Leased Premises is located, and has the power and authority to enter into this Lease, and that all action required to authorize Tenant and such person to enter into this Lease has been duly taken.

12.3 ***Prohibited Person.*** "***Prohibited Person***" shall mean any person, organization, or entity: (i) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (as amended from time to time, the "***Executive Order***"); (ii) owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the so-called PATRIOT Act and the Executive Order; (iv) that commits, threatens, conspires to commit, or supports "terrorism" as defined in the Executive Order; (v) that is named as a "specifically designated national" or "blocked person" on the most current list published by

the U.S. Treasury Department Office of Foreign Assets Control at its official website or at any replacement website or other replacement official publication of the list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering, or similar activities; (vi) that is covered by any other Law or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member, or close associate) of a person or entity described in one or more of clauses (i) through (vi) of this definition of Prohibited Person.

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### 13. **Default and Remedies.**

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13.1 ***Default by Tenant.*** The occurrence of any one or more of the following events (each an “**Event of Default**”) shall constitute a breach of this Lease by Tenant: (i) any failure by Tenant to pay any Rent or other charge required to be paid under this Lease if such failure continues for a period of 5 days after Tenant's receipt of notice thereof from Landlord, provided that Landlord shall not be required to provide such notice more than once in any 12-month period and upon a second failure by Tenant to pay any Rent or other charge required to be paid under this Lease when due an Event of Default shall be deemed to have occurred immediately; (ii) failure to perform any of the covenants of this Lease, other than the timely payment of Tenant's monetary obligations hereunder, and failure to cure such failure within 30 days after the giving of written notice thereof by Landlord, provided however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of 30 days, an Event of Default shall not exist as long as Tenant commences with due diligence the curing of such failure or breach within such period of 30 days, and, having so commenced, thereafter prosecutes with diligence and completes the curing of such failure or breach; (iii) filing a voluntary petition in bankruptcy court or filing any similar petition seeking relief under any bankruptcy or insolvency statute or law, or if a proceeding under any bankruptcy or insolvency statute or law shall be filed against Tenant or any asset of Tenant, and such proceeding shall not have been dismissed or vacated within 60 days of the date of such filing; (iv) if Tenant shall make an assignment for the benefit of creditors; (v) if any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially adversely changed and not corrected by Tenant within five business days after written notice from Landlord, except, in each case, as permitted in this Lease; (vi) if Tenant shall abandon the Leased Premises (except that the foregoing shall not constitute an Event of Default if, prior to vacating the Leased Premises, Tenant has made arrangements reasonably acceptable to Landlord to (1) ensure that Tenant's insurance for the Leased Premises will not be voided or cancelled with respect to the Leased Premises as a result of such vacancy, (2) ensure that the Leased Premises is secured and not subject to vandalism, and (3) ensure that the Leased Premises will be properly maintained after such vacation); (vii) if Tenant shall attempt or there shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease; (viii) if Tenant shall fail to discharge any lien placed upon the Leased Premises in violation of this Lease within thirty (30) days after Tenant receives notice of the filing of any such lien or encumbrance; or (ix) any default by Tenant under the Management Agreement described in Section 14.9.



13.2 ***Landlord's Remedies.*** Upon the occurrence of an Event of Default by Tenant, Landlord may, at its option, pursue any one or more of the following remedies without any additional notice or demand:

13.2.1 Landlord may, at its option, initially or at any time thereafter, terminate this Lease by written notice to Tenant, whereupon this Lease shall end. Upon such termination by Landlord, Tenant shall at once peaceably surrender possession of the Leased Premises to Landlord and remove all of Tenant's personal property therefrom, and Landlord may reenter the Leased Premises, repossess such premises, and remove all persons and personal property therefrom. In conjunction with re-entering the Leased Premises, Landlord may at in its sole option (and not obligation) take assignment of any contracts, permits, licenses, or other instruments relating to Tenant's Work, and may complete such Tenant's Work at Tenant's expense, subject to the Tenant Allowance in accordance with Section 4.3.

13.2.2 In addition to all other legal and equitable remedies available to Landlord, Landlord shall also have the right to take such actions as reasonably necessary to cure Tenant's default, or in Landlord's reasonable judgment, to protect and secure the Leased Premises and any Improvements thereon without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom.

13.2.3 Any and all rights and remedies Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to in the preceding Sections. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one (1) or more of its rights in connection with any subsequent default. A receipt by Landlord of Rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court

or judge. The terms “enter,” “re-enter,” “entry” or “re-entry,” as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Leased Premises, or lease of less than the entire Leased Premises to any tenant). Landlord shall not be liable, nor shall Tenant’s obligations hereunder be diminished because of, Landlord’s failure to relet the Premises or collect rent due in respect of such reletting.

13.2.4 If Landlord terminates this Lease or Tenant’s right to possession, Landlord shall use reasonable efforts to mitigate, which need not exceed such efforts as Landlord or its affiliates generally use to lease other space at properties owned or managed by Landlord or its affiliates.

13.3 ***Default by Landlord.*** In the event of any default by Landlord, Tenant shall provide Landlord written notice specifying such default with particularity. If Landlord does not cure such default within 30 days after written notice, or if such default cannot reasonably be cured within 30 days if Landlord does not commence efforts to cure within such 30 days or does not thereafter diligently pursue same through completion, Tenant may, in addition to any and all other remedies available hereunder or at law or equity, cure such default on Landlord’s behalf and Landlord shall reimburse Tenant for its documented, out-of-pocket expenses incurred in doing so within 30 days after written demand. In no event shall Landlord be liable for any indirect, consequential or punitive damages. Nothing contained herein shall relieve Tenant of its obligations under this Section if the destruction or damage is not covered, either in whole or in part, by Tenant’s insurance policies.

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#### 14. **Additional Material Provisions.**

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14.1 ***Assignment & Subletting.*** Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of law, the Leased Premises or any part thereof without Landlord’s prior written approval, which approval may be withheld for any reason in Landlord’s sole discretion.

14.2 ***Notices.*** Every notice, demand or request (collectively “**Notice**”) required hereunder or by law to be given by either party to the other must be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) for Notices given prior to the Commencement Date, email transmission. A Notice sent in accordance with the foregoing is deemed to be given on the day that such Notice is sent or transmitted, and is deemed to be received on the day such Notice is actually received, on the first attempted delivery or acceptance of delivery is refused, as applicable. Every Notice must be sent, delivered, or emailed (but only if sent prior to the Commencement Date), as applicable, to the intended addressee at the primary address set forth in the Specific Provisions, or to such other address or to the attention of such other Person as the addressee shall have designated by written notice sent in accordance herewith. Notices shall also be sent to the “with copy to” addressees set forth in the Specific Provisions,

provided, however, that delivery to such addressees *alone* does not constitute compliance with this Section 14.2.

**14.3 Subordination.** Provided that Tenant has received a commercially reasonable subordination, non-disturbance agreement, Tenant agrees that this Lease shall be subordinate to any deeds of trust, deeds to secure debt, mortgages or similar financing instruments that may now exist or in the future, may be placed upon the Leased Premises, to any and all advances made or to be made under them, and to the interest on all obligations secured by the Leased Premises, and to all renewals, replacements, and extensions of them; however, for this subordination to be effective, the beneficiary or mortgagee in any deeds or mortgages must first have executed a commercially reasonable subordination, attornment and non-disturbance agreement. Tenant hereby agrees that it approves of, and will execute a commercially reasonable subordination, attornment and non-disturbance. If any beneficiary makes a written election to have this Lease superior to its deed of trust or mortgage and gives notice of its election to Tenant, then this Lease shall be superior to the lien of any applicable deed of trust or mortgage, whether this Lease is dated before or after the deed of trust or mortgage. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the Leased Premises or Landlord's interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise. At the request of such transferee and assumption of Landlord's obligations as required hereby, Tenant shall attorn to such transferee and shall recognize such transferee as the landlord under this Lease. Tenant agrees that upon any such attornment, such transferee shall not be (a) bound by or required to credit Tenant with any prepayment of the Base Rent or Additional Rent more than thirty (30) days in advance or any deposit, rental security or any other sums deposited with any prior landlord under the Lease (including Landlord) unless said sum is actually received by such transferee, (b) bound by any amendment, modification or termination of this Lease made without the consent of the holder of each mortgage existing as of the date of such amendment, (c) liable for any breach, act or omission of any prior landlord under the Lease (including Landlord) or any damages arising therefrom; (d) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), (e) liable for any tenant improvement work to the Leased Premises commenced or agreed to by any prior landlord under the Lease (including Landlord), (f) liable for payment of any damages, fees or penalties payable by any landlord under the Lease (including Landlord) to Tenant, or (g) bound by any obligation which may appear in this Lease to pay any sum of money to Tenant; provided, however, that after succeeding to Landlord's interest under this Lease, such transferee shall agree to perform in accordance with the terms of this Lease all obligations of Landlord arising after the date of transfer. Within ten (10) days after the request of such transferee, Tenant shall execute, acknowledge and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

**14.4 Estoppel Certificates.** Landlord or Tenant shall at any time and from time to time, upon not less than thirty (30) days' prior written notice from the other, execute and deliver a statement to the requesting party and their designee (i.e., lender, potential purchaser, subtenant, etc.) in writing, in a form reasonably acceptable to the other, certifying to the other that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease has been modified and is in full force and effect as so modified), and the dates to which any Base Rent

or Additional Rent and any other charges or payments have been paid in advance, whether the Lease has been assigned and/or the Leased Premises sublet, and any other factual statements typically required of a landlord or tenant (as applicable) in a similar commercial transaction so long as such statements do not modify this Lease or increase Tenant's obligations or liabilities under this Lease; provided, however, that in no event shall Tenant be required to certify that it or the Leased Premises is compliance with any federal, state or local laws, regulations, ordinances or rules. Any statement delivered pursuant to the prior sentence may be relied upon by the requesting party.

14.5 ***Memorandum of Lease.*** Landlord and Tenant agree that this Lease shall not be recorded. Notwithstanding the foregoing, if either party so requests of the other, Landlord or Tenant shall execute and deliver to the requesting party for recording in the land records of the county where the Leased Premises is located, and at Tenant's cost, a Memorandum of Lease in substantially the form attached hereto as **Exhibit "C"**, indicating the existence of the Lease with respect to the Leased Premises and other matters reasonably requested by the requesting party.

14.6 ***Quiet Enjoyment; Inspection.*** So long as Tenant is not in Material Default under the terms and conditions of this Lease, Tenant may peaceably and quietly enjoy the Leased Premises during the Lease Term.

14.7 ***Mechanics' or Other Liens.*** If, because of any act or omission of Tenant or anyone claiming by, through, or under Tenant, any mechanic's lien or other lien shall be filed against the Leased Premises, Tenant shall, at its own expense, cause the same to be discharged of record or (by payment or bonding in accordance with applicable law) within thirty (30) days after the date of filing thereof. Tenant's obligations to discharge or bond off any and all liens filed against the Leased Premises will survive the expiration or earlier termination of this Lease.

14.8 ***Consent/Duty to Act Reasonably.*** Any time the consent of Landlord or Tenant is required under the Lease, the consent shall not be unreasonably withheld, conditioned or delayed, unless a different standard for review or response is specified in the Lease. Whenever the Lease grants Landlord or Tenant the right to take action, exercise discretion, establish rules and regulations, or make allocations or other determinations, Landlord and Tenant shall act in a commercially reasonable manner and take no action that might result in the frustration of the reasonable expectations of a sophisticated landlord and sophisticated tenant concerning the benefits to be enjoyed under the Lease. Landlord and Tenant further covenant to take all further actions reasonably requested by the other to effectuate the provisions of this Lease.

14.9 ***Management Agreement.*** Landlord and Tenant agree that Landlord, or a designated affiliate of Landlord (the "***Manager***"), shall provide management services and clinical services to clients served by Tenant at the Leased Premises for the entire Term of this Lease, in accordance with the provisions of a separate management agreement (the "***Management Agreement***") to be agreed upon and executed by the parties no later than the date which is thirty (30) days after the Delivery Date. In the event the initial Management Agreement is not agreed to the parties within such time period, Landlord shall have the right to terminate this Lease. The Management Agreement shall provide that Landlord has the right to approve any Manager appointed by Tenant after the removal or resignation of the initial Manager, which approval should

not be unreasonably withheld, conditioned or delayed. Any subsequent Management Agreement or Manager shall remain subject to the terms of this Lease as provided herein.

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## 15. General Conditions.

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15.1 **Cancellation of Previous Agreements.** This Lease cancels and supersedes, as of the Commencement Date, any lease or other written agreement (including letters of intent) of prior date between the parties or their predecessors in interest on or with reference to the possession of the Leased Premises and covers all the covenants, stipulations, and provisions agreed upon by the parties. No employee, agent, or representative of Tenant has authority to change, modify, or alter the terms of this Lease, except by written instrument executed upon and with the same authority as this Lease, and neither party is or will be bound by any inducement, statement, representation, promise, or agreement not contained in this Lease or as a proper amendment.

15.2 **Binding Effect.** This Lease shall not be binding upon Landlord or Tenant until Landlord and Tenant both shall have executed and delivered the Lease.

15.3 **Interpretation.** The language in all parts of this Lease shall be construed according to its normal and usual meaning, and not strictly for or against either Landlord or Tenant. If there is any claim of ambiguity in or dispute regarding the meaning of the language of the Lease, Landlord and Tenant shall be deemed to have jointly drafted this Lease and each provision so that the Lease shall not be construed against either party as the drafter. Prior drafts of this Lease or of any disputed provision shall have no effect in construing this Lease or any provision.

15.4 **Severability.** Landlord and Tenant covenant and agree that, if any term, covenant, condition, provision, or agreement of this Lease is held to be invalid or void by any court of competent jurisdiction, the invalidity of any term, condition, covenant, provisions, or agreement shall not affect any other term, covenant, condition, provision, or agreement in this Lease.

15.5 **Singular/Plural.** Whenever the singular is used in this Lease as required by the context, the reference shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word “**person**” shall include corporation, firm or association.

15.6 **Headings.** The marginal headings or titles to the Sections of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

15.7 **Entire Agreement & No Oral Modification.** This instrument, including all attached exhibits, contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner other than by an agreement in writing signed by Landlord and Tenant or their respective successors in interest.

15.8 **Successors & Assigns.** Subject to the terms and conditions of Section 14.1 above, the terms and provisions of this Lease shall be binding upon and inure to the benefit the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

15.9 **No Third-Party Beneficiaries.** Nothing in this Lease, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Lease on any person (including without limitation any broker, finder, or agent of either party) other than the parties to this Lease and their respective successors and assigns, if any, nor shall any provision in this Lease give any third parties the right of subrogation or action against any party to this Lease.

15.10 **Authority to Execute.** Landlord and Tenant covenant that each individual executing this Lease by and on behalf of the party is a person duly authorized to execute this Lease for that party and bind the party according to the terms of this Lease.

15.11 **Force Majeure.** Neither party shall be required to perform any term, covenant, or condition of this Lease so long as the performance or bargained for benefit under this Lease is delayed or prevented by “**Force Majeure Events**” constituting any acts of God, strike, lockout, material or labor shortage or restriction, civil riot, enemy action, war, acts of terrorism, pandemic, epidemic, civil commotion, moratorium, actions of a Governing Authority, and any other cause not reasonably within the control of the party and which by the exercise of due diligence the party is unable, wholly or in part, to prevent or overcome. The occurrence of a Force Majeure Event will extend day-to-day the relevant date in question but only if, within ten (10) business days after the end of the event causing the delay, the party seeking the delay notices the other party in writing of the nature of the cause for the delay and the actual extension requested. For the avoidance of doubt, the foregoing shall apply to and extend any period of time set forth in this Agreement regarding the Construction Period.

15.12 **Governing Law.** This Lease and all of its provisions shall be construed in accordance with the laws of the state of Ohio. Any legal proceeding relating in any way to this Lease may only be brought in the forum in Lorain County, Ohio.

15.13 **No Waiver.** The waiver by Landlord or Tenant of any violation on the part of the other shall not be construed as a waiver of any subsequent violations.

15.14 **Counterparts.** This Lease and any amendments may be executed in any number of original or telecopy counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Lease may be detached from any executed counterpart of the Lease without impairing the legal effect of any signatures and may be attached to another counterpart of the Lease that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

15.15 **Dispute Resolution.**

15.15.1 In the event of any dispute arising out of or relating to this Lease or the breach thereof, the parties shall use their best efforts to settle the dispute by direct negotiations between the parties. If the dispute is not settled promptly through negotiation, the parties shall submit the dispute to mediation under the then-applicable Mediation Rules of the American Arbitration Association. The parties to the dispute shall share equally the mediator's fees and any administrative fee, but shall otherwise bear their own expenses.

15.15.2 In the event that the parties have been unable to resolve any dispute arising out of or relating to this Lease, or the breach thereof, despite best efforts and good faith by the parties, then either party may seek relief in a court of competent jurisdiction.

**15.15.3 LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LEASE.**

15.16 *Calculation of Time Periods.* Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a day occurring on a Saturday, Sunday or U.S. Federal Reserve Bank holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day. For purposes of calculating additional time periods following such due date, any such extended time period shall thereafter be deemed to have expired on the extended due date, and not the due date of original expiration before taking into account the weekend or legal holiday. As used herein, if a day is to be considered a "calendar day" (any day of the week, month or year) unless otherwise specified as a "business day" (the days between and including Monday to Friday and not including public holidays and weekends).

**15.17 *Provisions Constituting Sublease.***

15.17.1 This Lease is subject to and subordinate in all terms and conditions of the Master Lease and to any and all liens, encumbrances and/or other matters to which the Master Lease may be subject and subordinate in accordance with its terms. Tenant shall not commit or permit to be committed on the Leased Premises any act or omission which would violate any term or condition of the Master Lease. In the event of the termination of Landlord's interest as "Lessee" under the Master Lease for any reason and Landlord's rights under the Master Lease, either in relation to the Leased Premises or in relation to the Master Lease, then this Lease shall terminate concurrently therewith without any liability of Landlord to Tenant. Tenant hereby agrees and warrants that Tenant has reviewed the terms and conditions of the Master Lease.

15.17.2 Tenant acknowledges and agrees that (a) this Lease is subject to the Master Lease and that Tenant has read the Master Lease and accepts the terms thereof, (b) Tenant will not authorize or execute any act, deed or thing whatsoever or fail to take any such action which will or may cause Landlord to be in violation of any of its obligations under the Master Lease, (c) Tenant shall give to Master Lessor, at the address and otherwise in the manner specified in the Master Lease, a copy of any notice of default by Landlord as the landlord under this Lease at the same time as, and whenever, any such notice of default shall be given by the Tenant to Landlord, (d) to the extent allowed by applicable law Tenant hereby grants to Master Lessor a security interest in all of its right, title and



interest in the licenses and the provider agreements and any certificates of need, and in their tangible and intangible personal property, accounts receivables and deposit accounts, subject to the terms of the Master Lease; (e) all of the representations, warranties and covenants given by Landlord to Master Lessor under the Master Lease are hereby made and given by Tenant for the benefit of Master Lessor, its successors and assigns; (f) Tenant and Landlord shall not alter, amend, modify, surrender, cancel or terminate this Lease or assign its/their rights or delegate its/their duties thereunder, without Master Lessor's prior written consent, pursuant to the terms and conditions of the Master Lease; and (g) notwithstanding any provision of this Lease to the contrary, the Tenant agrees that Master Lessor shall not be: (i) liable for any act or omission of the Landlord under this Lease; (ii) subject to any offsets or defenses which the Tenant may have against the Landlord; (iii) bound by any payment of rent or other sums made by the Tenant for any advance period under this Lease for more than one (1) month; (iv) bound by any security deposits which the Tenant might have paid to the Landlord or any other party, or (v) bound by any amendment or modification of this Lease made the Master Lessor's prior written consent, which may be withheld in the sole and absolute discretion of Master Lessor;

15.17.3 In no event shall the Lease Term of this Lease extend beyond the term of the Master Lease.

*[Signatures on Next Page(s)]*

Landlord and Tenant have duly executed this Lease, to be effective as of the Effective Date.

**LANDLORD:**

**THE NORD CENTER,**  
an Ohio nonprofit corporation

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

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

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )      SS:

Be it remembered on \_\_\_\_\_, 2023, this instrument was acknowledged before me by \_\_\_\_\_, \_\_\_\_\_, on behalf of the Nord Center, an Ohio nonprofit corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
NOTARY PUBLIC

COMMISSION EXPIRATION: \_\_\_\_\_

[Landlord Signature Page to Ground Sublease]

**TENANT:**

**MENTAL HEALTH AND ADDICTION  
RECOVERY SERVICES BOARD OF LORAIN  
COUNTY**, a governmental entity

By: \_\_\_\_\_  
Michael Doud, Director

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )      SS:

Be it remembered on \_\_\_\_\_, 2023, this instrument was acknowledged before me by Michael Doud, Director, on behalf of Mental Health and Addiction Recovery Services Board of Lorain County. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
NOTARY PUBLIC  
COMMISSION EXPIRATION: \_\_\_\_\_

*[Tenant Signature Page to Ground Sublease]*

**EXHIBIT "A-1"**  
**TO**  
**GROUND LEASE**

(Legal description of Leased Premises)

**Situated** in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot No. 1, Newbury Tract. Also being part of the land conveyed to Norcare Enterprises, Inc. as recorded in Instrument No. 2016-0593857 of the Lorain County Records being more definitely described as follows;

**Commencing** at a 1" iron pin found in a monument box at the intersection of the centerline of Cooper Foster Park Road (85 feet wide) and the centerline of South Broadway Avenue (width varies);

Thence, along the centerline of South Broadway Avenue, South 00° 35' 49" West, 849.32 feet;

Thence, leaving the centerline of South Broadway Avenue, North 89° 24' 11" West, 40.00 feet to an iron pin set in the westerly right of way of South Broadway Avenue and the **True Point of Beginning** for the parcel herein described;

Thence, leaving the westerly right of way of South Broadway Avenue, North 89° 24' 11" West, 336.63 feet to an iron pin set in the westerly line of Original Elyria Township Lot No. 1;

Thence, along the westerly line of Original Elyria Township Lot No. 1, North 00° 56' 40" East, 363.99 feet to an iron pin set at the southwesterly corner of One Park Landing Condominium as recorded in Plat Volume 47, Page 41 of the Lorain County Records;

Thence, leaving the westerly line of Original Elyria Township Lot No. 1, along the southeasterly line of One Park Landing Condominium, South 63° 00' 46" East, 328.94 feet to the westerly right of way of South Broadway Avenue, said point being referenced by a 1" iron pipe found, South 63° 00' 46" East, 46.52 feet;

Thence, leaving the southeasterly line of One Park Landing Condominium, along the westerly right of way of South Broadway Avenue, South 12° 28' 40" East, 175.76 feet to an iron pin set;

Thence, continuing along the westerly right of way of South Broadway Avenue, South 00° 35' 49" West, 46.57 feet to the point of beginning.

Containing within said bounds 2.0975 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in July 2022.

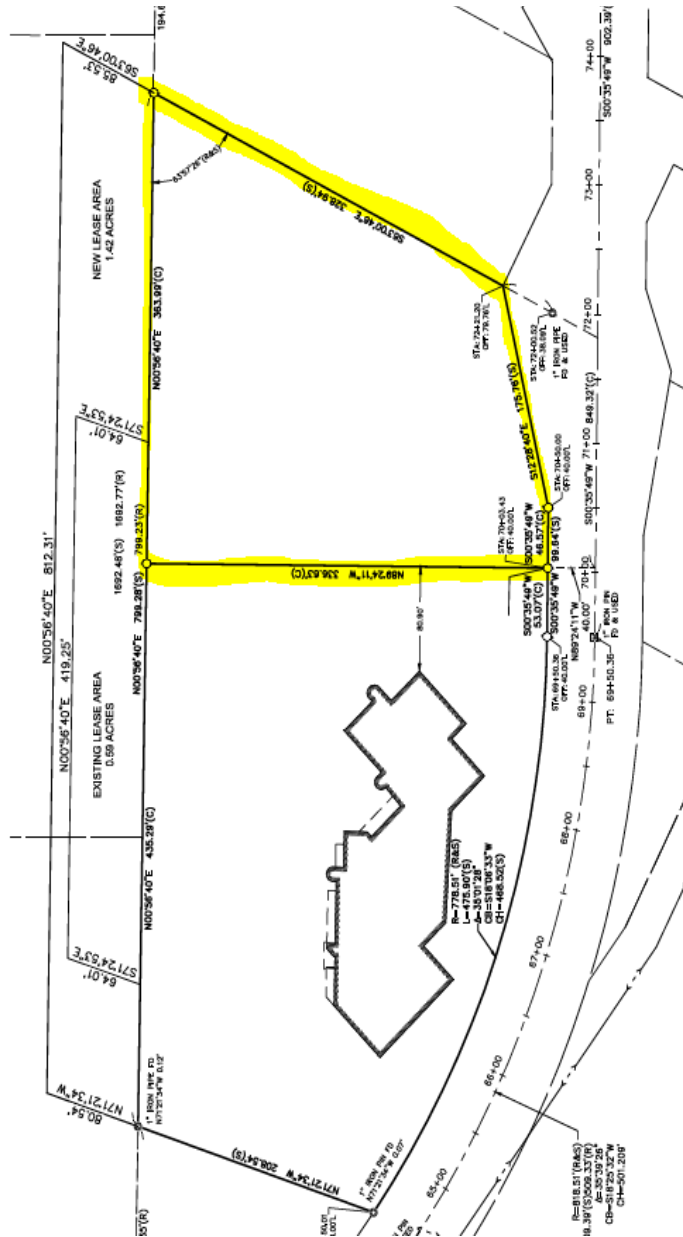
All iron pins set are 5/8" x 30" capped rebar inscribed "KS ASSOCS INC PROP MARKER".

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

**LORAIN COUNTY TAX DEPT.**  
**P.P. No.** 06-21-001-101-067

Legal description reviewed by *gllm*  
on 10/4/22 per O.R.C. Section 5713.09

(Depiction of Leased Premises)





**EXHIBIT "A-3"**  
**TO**  
**GROUND LEASE**

(Legal description of Adjacent Landlord Property)

**Situated** in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot No. 1, Newbury Tract. Also being part of the land conveyed to Norcare Enterprises, Inc. as recorded in Instrument No. 2016-0593857 of the Lorain County Records being more definitely described as follows;

**Commencing** at a 1" iron pin found in a monument box at the intersection of the centerline of Cooper Foster Park Road (85 feet wide) and the centerline of South Broadway Avenue (width varies);

Thence, along the centerline of South Broadway Avenue, South 00° 35' 49" West, 849.32 feet;

Thence, leaving the centerline of South Broadway Avenue, North 89° 24' 11" West, 40.00 feet to an iron pin set in the westerly right of way of South Broadway Avenue and the **True Point of Beginning** for the parcel herein described;

Thence, along the westerly right of way of South Broadway Avenue, South 00° 35' 49" West, 53.07 feet to an iron pin set;

Thence, continuing along the westerly right of way of South Broadway Avenue, along the arc of a curve which deflects to the right, 475.90 feet to an iron pin set at the northeasterly corner of land conveyed to Quality Carz and More LLC as recorded in Instrument No. 2019-0708195 of the Lorain County Records, said curve having a radius of 778.51 feet, a central angle of 35° 01' 28", and a chord of 468.52 feet which bears South 18° 06' 33" West, said point being referenced by a 1" iron pin found North 71° 21' 34" West, 0.07 feet;

Thence, leaving the westerly right of way of South Broadway Avenue, along Quality Carz and More LLC's northerly line, North 71° 21' 34" West, 208.54 feet to the westerly line of Original Elyria Township Lot No. 1, said point being referenced by a 1" iron pipe found North 71° 21' 34" West, 0.12 feet;

Thence, along the westerly line of Original Elyria Township Lot No. 1, North 00° 56' 40" East, 435.29 feet to an iron pin set;

Thence, leaving the westerly line of Original Elyria Township Lot No. 1, South 89° 24' 11" East, 336.63 feet to the point of beginning.

Containing within said bounds 3.2700 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in July 2022.

All iron pins set are 5/8" x 30" capped rebar inscribed "KS ASSOCS INC PROP MARKER".

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

**LORAIN COUNTY TAX DEPT.**  
**P.P. No.** 06-21-001-101-068

Legal description reviewed by Ally  
on 10/4/22 per ORC. Section 5713.09

**EXHIBIT “A-4”  
TO  
GROUND LEASE**

(Depiction of Adjacent Landlord Property)



**EXHIBIT "B"**  
**TO**  
**GROUND LEASE**

**COMMENCEMENT DATE AGREEMENT**

This Commencement Date Agreement ("**Agreement**") is entered into by and between THE NORD CENTER ("**Landlord**") and MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY ("**Tenant**") to evidence the commencement date of that certain lease dated \_\_\_\_\_, 20\_\_ between Landlord and Tenant for property located at \_\_\_\_\_ (the "**Lease**"). Capitalized terms not defined in this Agreement shall have the meaning set forth in the Lease.

The Lease provides that the Primary Term of the Lease commences on the first day of the first calendar month following the earlier to occur of: (i) the date Tenant opens for business in the Leased Premises; or (ii) the date that is thirty (30) days after the expiration of the Construction Period. The Lease also requires Landlord and Tenant to execute this Agreement evidencing the Commencement Date.

As required by the Lease, Landlord and Tenant agree that the Commencement Date (as so defined in the Lease) is \_\_\_\_\_, 20\_\_.

The parties have caused this Agreement to be executed as of the respective dates below.

Landlord:

Tenant:

The Nord Center  
an Ohio nonprofit corporation

Mental Health and Addiction Recovery  
Services Board of Lorain County,  
an \_\_\_\_\_

By: [EXHIBIT ONLY] \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: [EXHIBIT ONLY] \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "C"**  
**TO**  
**GROUND LEASE**

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("**Memorandum**") is entered into by and between MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY, an \_\_\_\_\_, located at \_\_\_\_\_ ("**Tenant**"), and THE NORD CENTER, an Ohio nonprofit corporation, located at \_\_\_\_\_ ("**Landlord**"), to evidence the existence of a commercial lease containing the term described below (as amended from time to time, the "**Lease**") between Landlord and Tenant.

**Effective Date:** \_\_\_\_\_, 20\_\_\_\_.

**Description of Leased Premises:** That certain real property located at \_\_\_\_\_, as legally described on the attached **Exhibit A**.

**Commencement Date:** \_\_\_\_\_, 20\_\_\_\_.

**Primary Term:** \_\_\_\_\_ (\_\_\_\_) years and \_\_\_\_\_ (\_\_\_\_) months.

**Renewal Options:** \_\_\_\_\_ consecutive terms for up to \_\_\_\_\_ years each

**Preemptive Rights to Purchase or Lease:** The Lease grants Tenant the preemptive right to purchase the Leased Premises on certain terms and conditions. The Lease also grants Tenant the preemptive right to lease the Leased Premises after the expiration or termination of the Lease.

**Other Terms:** \_\_\_\_\_.

The purpose of this Memorandum is to give record notice of the Lease (copies of which are held by and may be obtained from Landlord and Tenant at their respective addresses stated above) and of the terms and conditions of, and the rights created by the Lease, all of which are confirmed by Landlord and Tenant and incorporated into this Memorandum. The Lease may be amended from time to time, but neither Landlord nor Tenant assumes any responsibility to update this Memorandum to reflect any Lease amendments.

This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date established in their respective acknowledgements.

Landlord:

THE NORD CENTER,  
an Ohio nonprofit corporation

By: [EXHIBIT ONLY]

Name:

Title:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

Be it remembered on \_\_\_\_\_, 2023, this instrument was acknowledged before me by \_\_\_\_\_, \_\_\_\_\_, on behalf of the Nord Center, an Ohio nonprofit corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
NOTARY PUBLIC

COMMISSION EXPIRATION: \_\_\_\_\_



Tenant:

MENTAL HEALTH AND ADDICTION  
RECOVERY SERVICES BOARD OF LORAIN  
COUNTY,

an \_\_\_\_\_

By: [EXHIBIT ONLY]

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

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

Be it remembered on \_\_\_\_\_, 2023, this instrument was acknowledged before me by Michael Doud, Director, on behalf of Mental Health and Addiction Recovery Services Board of Lorain County. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
NOTARY PUBLIC

COMMISSION EXPIRATION: \_\_\_\_\_

**EXHIBIT “A”  
TO  
MEMORANDUM OF LEASE**

(Legal Description of Leased Premises)

# Attachment D

## Ohio Department of Mental Health & Addiction Services

### Community Capital Project

Application/Contract for State Assistance in Construction, Purchase, or Renovation

**Click here to enter Project Name**

#### **APPLICANT INFORMATION:**

Name of Applicant: Mental Health, Addiction & Recovery Services Board Lorain County

Name of Co-Applicant: The Nord Center

Address of Applicant: 1173 N. Ridge Rd. East, Lorain, Ohio 44055

Executive Director: Michael Doud Phone: 440.787.7028

Contact Person: Barry Habony Phone: 440.787.7025

E-mail address: **bhabony@mharslc.org**

Type of Ownership: ☐ Public ☒ Private, Not for Profit

Federal Tax Identification #: **34-6001704**

Operating Agency Name (only if different from Applicant above):

#### **Type of Facility:**

<input type="checkbox"/> Permanent Supportive Housing with Primary Supportive Services on-site	# of unit(s)	# persons/unit(s)
<input type="checkbox"/> Permanent Supportive Housing with Supportive Services Available	# of unit(s)	# persons/unit(s)
<input type="checkbox"/> Residential Care	# of unit(s)	# persons/unit(s)
<input type="checkbox"/> Community Residence	# of unit(s)	# persons/unit(s)
<input type="checkbox"/> Recovery Housing Level (I, II or III)	# of unit(s)	# persons/unit(s)
<input checked="" type="checkbox"/> Crisis	# of served	
<input type="checkbox"/> Consumer Operated Recovery Center	# of served	
<input type="checkbox"/> Program Space: (Identify)	# of served	
<input type="checkbox"/> Program Space:	# of served	
<input type="checkbox"/> Other:	# of served	

**Demographic Served** (Check all that apply):

- ☒ Children
- ☒ Adults (Men, Women or Women w/children)
- ☐ Families (Men and/or Women w/children)
- ☒ Transitioning Aged Youth

**FACILITY INFORMATION:**

Where is the proposed project located (including address, zip code, &amp; county)?

**6130 S. Broadway, Lorain, Ohio 44053, Lorain County****Project Type (Check all that apply to this project):**

- ☒ New Construction  
☐ Purchase  
☐ Renovation  
☐ Addition to existing

**State Funding Requested For:**

- ☐ Purchase  
☒ Construction/Renovation  
☒ Equipment

**Financing** (Estimated Project Cost)

Site Cost	\$0
Construction/Renovation	\$15,659,081
Moveable equipment/Furnishings (Appendix J, Exhibit 1)	\$900,000
Eligible Fees (Page GEN-5, C)	<u>\$1,559,182</u>

<b>Total Project Cost</b>	<b><u>\$18,158,263</u></b>
---------------------------	----------------------------

Local Funds/Match*	\$17,408,263.00
State Assistance Requested	\$750,000.00

**Specific Source (s) of Local Capital Match Funds**

(Note: OhioMHAS GRF sources are not eligible, e.g., 507, 408)

<b>Source: MHARS Board of Lorain County (MHARS)</b>	<b>Amount: \$8,508,705.00 (\$4,508.705)</b>
<b>Crisis Funding (FY21-22), MHARS</b>	<b>Amount: \$176,158.00</b>
<b>Lorain County Commissioners</b>	<b>Amount: \$4,000,000.00</b>
<b>Mike Bass, Nord</b>	<b>Amount: \$1,000,000.00</b>
<b>Nord Family Foundation (NFF), MHARS</b>	<b>Amount: \$23,400.00</b>
<b>NFF, Community Foundation (CF), MHARS</b>	<b>Amount: \$300,000.00</b>
<b>LifeShare Legacy, CF, MHARS</b>	<b>Amount: \$1,000,000.00</b>
<b>Federal Earmark Omnibus Bill, Nord</b>	<b>Amount: \$1,500,000.00</b>
<b>State Earmark, Nord</b>	<b>Amount: \$900,000.00</b>
<b>*Total Amount:</b>	<b><u>\$18,158,263.00</u></b>

\* This amount should equal the amount needed for local funds/match.

### **Program Design & Project Description**

**1. Describe the proposed project/program and facility.**

Lorain County Crisis Receiving Center

**2. What are the services to be provided as part of the project (e.g., services, ratios, and hours of operation)?**

24/7 behavioral health and substance use disorder emergency care

24/7 American Society of Addiction Medicine Level 3.1, 3.2 WM, 3.5 and 3.7 detoxification

**3. What is the targeted population for the project?**

Ages 18-99

**In light of the targeted population, are there any special criteria to be aware of (e.g., level of care, entry, continued stay, etc.)?**

The behavioral health and substance use disorder emergency access and treatment will support a length of stay not to exceed 23 hours. No wrong door approach. Police, fire, and EMS drop off. Diversion from jail.

**4. How does the facility promote recovery and/or resiliency?**

By providing an alternative care model, people experiencing these types of crises no longer have to wait hours, sometimes days, in an emergency department nor be incarcerated. They can receive rapid counseling, medication stabilization and assessment with disposition to an appropriate level of care. All of this being provided in a setting that is warm, inviting and therapeutic to both the clients and their friends/family. Furthermore, the crisis receiving center expands the county's capacity to provide inpatient detoxification services.

**5. How will consumers gain access to the project/program?**

- 24/7 emergency/crisis hotline
- Mobile crisis teams dispatched 24/7
- Integrated peer support
- "No wrong door" approach

**6. Describe the project/program relationship to the behavioral health system and community?**

The Nord Center is part of a community-wide initiative to revolutionize the crisis care for behavioral health and substance use disorder in our county. Partners include The LCADA Way and the Mental Health, Addiction and Recovery Resources Board of Lorain County, among others. Currently, residents of Lorain

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County, experiencing a behavioral health crisis or substance use disorder emergency, primarily have two options:

- Go to an emergency room at a great expense to the patient and to the community;
- Go to jail, which overburdens our local law-enforcement agencies

By providing an alternative care model, people experiencing this type of crisis no longer have to wait hours, sometimes days, in an emergency department nor be incarcerated. They can receive rapid counseling, medication stabilization and assessment with disposition to an appropriate level of care. All of this being provided in the setting that is warm, inviting and therapeutic to both clients and their friends/family. Furthermore, the crisis receiving center expands the county's capacity to provide inpatient detoxification services. Over 700 individuals are sent out of the county each year for the services.

In addition to offering an effective and therapeutic alternative to the patients and their families, there are many benefits to the community. Some of those include:

- Decompression of local emergency rooms
- Decrease utilization of law-enforcement services due to the rapid warm handoff to crisis receiving center personnel

The benefits of this care delivery model also extend to the payers. By providing access to emergency counseling, medication stabilization and quality assessment and disposition, there is a level of care coordination that results and decrease cost per patient as a result of using services that are less expensive and less resource intensive. Insert text here

**7. Are you currently licensed and/or certified by the Ohio Department of Mental Health & Addiction Services?**

Yes

**If so, are there any corrective actions pending?**

No

**8. Who was involved in planning the project (i.e. consumers, board, service providers, etc.)?**

Mental Health, Addiction & Recovery Services (MHARS) Board of Lorain County  
The Nord Center  
The LCADA Way  
Law Enforcement  
Healthcare  
Judicial System  
Consumers  
Legislators

**9. How was the site selected (site criteria)?**



Several sites were given consideration for the project. Each site was evaluated with the primary goal being ease of access. 6130 S. Broadway serves as the optimal site for this project as it is right off a major interchange. It is virtually equidistant from both municipality city halls in which the crisis system sees most of its volume

**10. Describe how the project/program environment and service(s) will appeal to persons of diverse backgrounds and cultures? Explain how you will accommodate individuals who do not wish to participate in twelve-step or other faith based treatment or supports.**

The center will aggressively seek to employ team members of diverse backgrounds in an effort to give our consumers healthcare personnel that look like them. Furthermore, the 24/7 access capitalizes on the courage that this population, especially people of color, must overcome in order to comfortably seek behavioral health and substance use disorder services. The Nord Center does not employ a full-time director of diversity, equity and inclusion (DEI), but collaborates with both MHASRS and The LCADA Way to support DEI training.

**11. How will this project/program enhance other available services in the community and mental health & addiction system?**

In 2017, the Lorain County Suicide Prevention Coalition engaged RI International Consulting to assess the county's current crisis response systems and readiness to adopt a *Crisis Now* model. RI International is a leader in the use of crisis system best practices from across the country. Local law enforcement, hospitals, non-profits, local foundations, the Mental Health, Addiction and Recovery Services Board of Lorain County, along with The Nord Center were engaged in the process. The resulting Crisis System Optimization report indicated a growing need for crisis services throughout the county.

Currently, The Nord Center's Emergency Stabilization Services include a National Suicide Prevention Lifeline Crisis Center, Mobile Crisis Teams, and a Crisis Respite Center. The Lifeline Crisis Call Center is staffed 24/7, 365 days a year, with highly trained staff that screen callers and identify needs and next steps. The Crisis Call Center currently fields more than 18,000 calls a year.

The Nord Center's Mobile Crisis Teams are dispatched in the community to provide in-person mental health screenings to individuals assessed as having a high level of risk. Mobile teams are currently being dispatched on average of eight times per day in response to Lifeline Crisis Call Center calls and other community needs.

The Nord Center provides a resource for individuals in the community to voluntarily seek help, hospitals to refer patients for step-down treatment following hospitalization, and emergency room and police departments to refer individuals requiring care. While the Crisis Respite Center offers a temporary residential stay for low acuity patients, diversifying local treatment options is critical for building a continuum of care.

The Crisis System Optimization report identified a local gap in resources that offer an immediate response for helping individuals avoid a mental health crisis. The proposed project includes establishing a mental health and substance use disorder urgent/emergent care to support individuals in maintaining stability, offering walk-in access to services such as medication evaluation, psychiatric assessment, and referrals to community treatment resources. The goal of the mental health urgent/emergent care is to help individuals avoid a crisis that may lead to involuntary hospitalization, emergency room visits, and incarceration.

Additionally, local hospitals and police departments reported insufficient support to immediately divert individuals from emergency rooms, bookings and jails into proper treatment. In response, MHARS Board, The Nord Center and The LCADA Way, along with other community partners are developing a Crisis Receiving Center. The Crisis Receiving

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Center will provide a safe and secure setting with temporary 23-hour care for individuals experiencing a crisis. The short-term treatment center will be immediately accessible for hospitals and local police to efficiently transfer care of individuals for assessment and stabilization with the goal of safely returning individuals home or to appropriate treatment facilities.

**12. Will the completion of this project/program cause relocation of current residents/occupants?**

No

**If so, describe the relocation policy/plans?**

N/A

**13. Describe the responsibilities of the owner:**

The MHARS Board, in addition to owning the building will have the responsibility to ensure that the building is occupied by tenants that are fulfilling the needs of the community by providing high quality, comprehensive behavioral health and substance use disorder treatment.

**14. Describe the responsibilities of the property manager:**

The property managers, in this case, the management services organizations (MSO) will have the responsibility of not only providing the clinical services within the space, but also contracting with a facilities management organization to support the routine and capital maintenance of the building.

**15. Operating Expenses**

**a. If this is a Housing Project:**

**1) Describe the source(s) of subsidy and operating revenue and /or income coming in to cover the applicant's operating expenses? (i.e., rent)**

NA

**2) A Housing Pro Forma has been completed and is attached.**

☐ Yes or ☐ No

**2. a.) Has the ADAMHS board reviewed the Pro Forma prior to submission?**

☐ Yes or ☐ No

## b.) If this is a Program Space Project:

Please attach a copy of the three (3) year operating budget projections and describe how the program and program space will be funded as well as the anticipated source of funds. **NOTE:** The budget should be reviewed by the ADAMHS Board and submitted with signatures from the ADAMHS Board and applicant, respectively.

<b>CRC P&amp;L</b>						
		Year 1	Year 2	Year 3	Year 4	Year 5
<i>Visits/Day</i>		<b>8.0</b>	<b>12.0</b>	<b>16.0</b>	<b>17.6</b>	<b>19.2</b>
BH ED Capacity		50%	100%	110%	120%	150%
<i>Avg Daily Census</i>		<b>12.00</b>	<b>13.60</b>	<b>16.00</b>	<b>16.00</b>	<b>16.00</b>
BH/SUD Capacity		75%	85%	100%	100%	100%
<b>Revenue</b>						
<b>Nord Center</b>		\$ 2,157,828.90	\$ 2,157,828.90	\$ 2,877,105.20	\$ 3,049,553.10	\$ 3,201,044.16
Medicaid	60%	\$ 1,294,697.34	\$ 1,294,697.34	\$ 1,726,263.12	\$ 1,829,731.86	\$ 1,920,626.50
MHARS Board	20%	\$ 431,565.78	\$ 431,565.78	\$ 575,421.04	\$ 609,910.62	\$ 640,208.83
Medicare	10%	\$ 215,782.89	\$ 215,782.89	\$ 287,710.52	\$ 304,955.31	\$ 320,104.42
Insurance	9%	\$ 194,204.60	\$ 194,204.60	\$ 258,939.47	\$ 274,459.78	\$ 288,093.97
Self-Pay	1%	\$ 21,578.29	\$ 21,578.29	\$ 28,771.05	\$ 30,495.53	\$ 32,010.44
<b>LCADA Way</b>		\$ 1,550,487.15	\$ 1,757,218.77	\$ 2,067,316.20	\$ 2,067,316.20	\$ 2,067,316.20
Medicaid	85%	\$ 1,317,914.08	\$ 1,493,635.95	\$ 1,757,218.77	\$ 1,757,218.77	\$ 1,757,218.77
MHARS Board	10%	\$ 155,048.72	\$ 175,721.88	\$ 206,731.62	\$ 206,731.62	\$ 206,731.62
Insurance	4%	\$ 62,019.49	\$ 70,288.75	\$ 82,692.65	\$ 82,692.65	\$ 82,692.65
Self-Pay	1%	\$ 15,504.87	\$ 17,572.19	\$ 20,673.16	\$ 20,673.16	\$ 20,673.16
<b>Total Revenue</b>		\$ 3,708,316.05	\$ 3,915,047.67	\$ 4,944,421.40	\$ 5,116,869.30	\$ 5,268,360.36
<b>Expenses</b>						
Salary-Nord Center		\$ 1,960,244.41	\$ 1,999,449.29	\$ 2,039,438.28	\$ 2,080,227.05	\$ 2,121,831.59
Salary-LCADA Way		\$ 1,265,933.88	\$ 1,291,252.55	\$ 1,317,077.60	\$ 1,343,419.16	\$ 1,370,287.54
Non-Salary-Nord Center		\$ 337,000.00	\$ 343,740.00	\$ 350,614.80	\$ 357,627.10	\$ 364,779.64
Non-Salary-LCADA Way		\$ 199,000.00	\$ 199,000.00	\$ 199,000.00	\$ 199,000.00	\$ 199,000.00
Admin-Nord Center (10%)		\$ 196,024.44	\$ 199,944.93	\$ 203,943.83	\$ 208,022.70	\$ 212,183.16
Admin-LCADA Way (10%)		\$ 126,593.39	\$ 129,125.26	\$ 131,707.76	\$ 134,341.92	\$ 137,028.75
<b>Total Expenses</b>		\$ 4,084,796.11	\$ 4,162,512.03	\$ 4,241,782.27	\$ 4,322,637.92	\$ 4,405,110.68
Net Revenue		\$ (376,480.06)	\$ (247,464.36)	\$ 702,639.13	\$ 794,231.38	\$ 863,249.68
MHARS Contribution		\$ 586,614.50	\$ 607,287.66	\$ 782,152.66	\$ 816,642.24	\$ 846,940.45

## 16. Miscellaneous:

Insert text here

ARTICLES OF INCORPORATION  
AND BY-LAWS

INFORMATION REQUIRED IN ARTICLES OF INCORPORATION AND BY-LAWS FOR PRIVATE, NOT FOR  
PROFIT CORPORATIONS

All not-for-profit corporations applying for State community construction assistance funds from the Department directly, or in conjunction with a limited partnership or limited liability corporation shall be subject to the following requirements regarding corporate purposes, the board of trustees, members and employees of the corporation.

- (A) The Articles of Incorporation have the following provisions in addition to those otherwise required by law:

A specific statement of purpose that the corporation will provide a mental health and/or an addiction service that will serve a public purpose.

A provision that upon dissolution of the corporation the Department or its successor shall be a party to any judicial proceeding or other dissolution proceeding or agreement and that the Department or its successor may be distribute under such order or agreement to the extent of its participation and the extent provided by law or participation agreement which originally set forth disbursal of funds to the corporation.

- (B) The Constitution or By-Laws have the following provisions in addition to those otherwise required by law:

A description of the methods for selection, appointment, or election to the Board, and the methods of selection, appointment, or election of officers.

A provision limiting the term of office of trustee and officers, and prohibiting an employee or officer of the corporation from being a trustee.

A provision stating that the board of trustees shall include representative of the community to be served.

A provision that no person related by consanguinity or marriage shall constitute a majority of the board of trustees.

A provision to require the abstention of trustee in a vote on a matter directly affecting persons employed or to be employed by the corporation and related to the trustee by consanguinity or marriage.

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A provision, where applicable, which will place the corporation in a tax-exempt status pursuant to Federal Internal Revenue statutes and regulations (Section 501 or the Internal Revenue Code, as amended).

A non-discrimination provision stating that service will neither be rendered nor denied on the basis of race, color, religion, national origin, disability, sexual orientation, military status, or unless programmatically justifiable, gender.

A provision stating that the corporation will not discriminate or otherwise base any matter regarding employment, appointment or election to any board of trustees or as an officer, or to be a member of the corporation, on the basis of color, national origin, ancestry, military status, disability, religion, or gender.

NOT FOR PROFIT APPLICANT (OR PARTNER OR MEMBER OF APPLICANT) UNDERSTANDS, AGREES TO, AND ASSURES THE AFOREMENTIONED REQUIREMENTS ARE INCLUDED IN THE ARTICLES OF INCORPORATION AND BY-LAWS, AS APPLICABLE, WHICH ARE ADOPTED BY THE CORPORATION.

BY: \_\_\_\_\_  
Signature Title Date

BY: \_\_\_\_\_  
Co-Applicant Signature Title Date

### **Assurances**

**Note:** The term “Department” used herein means the Ohio Department of Mental Health & Addiction Services.

#### **THE FOLLOWING ASSURANCES ARE HEREBY MADE BY THE APPLICANT:**

- A. The Applicant has or will have such estate or interest in the site, including necessary easements and right-of-way, sufficient to assure possession for a period of not less than thirty (30) years.
- B. The Applicant has sufficient funds available or committed to meet the non-State share of the cost of construction of the Project.
- C. The Applicant will maintain accurate and separate accounting and fiscal records and accounts for all funds provided from any source to pay the cost of the Project and permit Department audit of such records and accounts at any reasonable time.
- D. The Applicant will furnish Project reports and such other information as the Department may require.
- E. Sufficient operating funds will be available for effective use of the facility for the purpose for which it is being funded, including replacement reserve. For all projects, funds equal to five to eight percent of the project value should be held in a replacement reserve at all times. For subsidized housing projects, ten percent of gross receipts for should be collected and deposited monthly in order to meet this requirement.
- F. The completed Project will be operated and maintained in accordance with standards for its maintenance, operation and program and according to a maintenance schedule developed by the applicant and with the concurrence of the ADAMHS Board.
- G. Facility will conform to all applicable building codes, standards, zoning and licensure requirements.
- H. Appropriate provisions of all applicable state and federal laws, including the Federal Civil Rights Act, State Equal Employment Opportunity laws and Americans with Disabilities Act and regulations will be strictly adhered to in project construction, project staffing and client services provided. Seclusion and/or restraint will not be used unless the facility is licensed by OhioMHAS as a Type I facility and is in compliance with rule 5122-30-17 of the Administrative Code. Involuntary admissions will not be accepted.
- I. The Applicant will procure, deliver to, and maintain insurance policy (s) insuring the building and improvements against hazards, casualties and contingencies with loss payable to Department and Applicant as their interest may appear.



**Assurances (con't)**

- J. The Department's approval of the final working drawings, specifications and cost estimate will be obtained before the Project is advertised for bidding.
- K. The Applicant will contract for the actual construction work in accordance with applicable laws, codes, rules and procedures.
- L. The Applicant will not enter into any contract or contracts for the Project or a part thereof, without prior approval of the Department.
- M. The Applicant shall obtain from the Department written approval, prior to making changes that alter the scope of program, services, work, function, utilization, or safety of the facility.
- N. The Applicant will construct the Project, or cause it to be constructed, to final completion in accordance with approved plans and specifications.
- O. The Applicant will provide and maintain competent and adequate architectural supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications.
- P. The Representative of the Department, the ADAMHS Board, as well as other State or local agencies, as appropriate, will have access to the work while under constructions and before final acceptance, and during the 30-year contract commitment.
- Q. The ADAMHS Board agrees to review this Application along with the applicant's operating budget and inform the Department of any concerns about applicant's financial standing. The Board and Applicant will assure that development funds will not be derived from funding designated for the delivery of mental health or addiction services. The Applicant operating budget (income/expense analysis) must be submitted to OhioMHAS for approval.
- R. Applicant warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24 and will not become subject to such an "unresolved" finding prior to entering into a Contract for this project. Should the Applicant become the subject of such a finding, it must notify the OhioMHAS Bureau of Capital Planning & Management immediately.
- S. Applicant hereby certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of § 3517.13 (I) and (J) of the Ohio Revised Code (Campaign Contribution Limit).

**Assurances (con't)**

- T. Applicant agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces.
- U. Applicant is responsible to review and comply with all relevant provisions of Ohio Revised Code chapters 102 and 2921, as interpreted by the courts of the State and by the opinions of the Ohio Ethics Commission. In addition, Applicant certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.
- V. The Applicant and the Board assure that the building/buildings will be used for the purpose described in this application unless written authorization is obtained from the Department.
- W. Applicant warrants that it will accommodate individuals who do not wish to participate in twelve-step or other faith-based treatment or supports by providing alternatives that will assist in those individuals' treatment or recovery.
- X. Applicant hereby certifies that it shall maintain compliance with all OhioMHAS licensure and certification requirements, if applicable.

**APPLICATION AND ASSURANCES SIGNATURE PAGE**

**APPLICANT UNDERSTANDS AND AGREES TO THE PROJECT DESCRIPTION AND ASSURANCES LISTED ABOVE:**

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Authorized Signature for Applicant	Date
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Authorized Signature for Co-Applicant	Date
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**RECOMMENDATION OF ACCEPTANCE BY:**

**HEREBY APPROVES SAID APPLICATION WITH AN ASSURANCE OF AN INTENT TO SUPPORT APPLICANT'S PROGRAM CONSISTENT WITH THE APPLICATION AND, IN ADDITION, TO ANNUALLY MONITOR THE PROGRAM AND OPERATIONS OF THE FACILITY TO ASSURE COMPLIANCE.**

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Executive Director of ADAMHS Board	Date
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**RECOMMENDATION OF ACCEPTANCE BY:**

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Christopher Mazzola, Project Manager	Capital Planning & Management	Date
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Curtis Smith, Bureau Chief	Capital Planning & Management	Date
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**APPROVED BY:**

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Lori Criss, Director	Ohio Department of Mental Health & Addiction Services	Date
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<b>Site Cost</b>		\$	-	\$	-
<b>Construction Cost</b>	Construction Cost	\$	11,343,330.00		
	Technology	\$	119,436.00		
	Design Contingency	\$	850,749.75		
	General Conditions	\$	1,223,848.75		
	Contractor Mark-up	\$	673,026.68		
	Escalation	\$	706,678.02		
	Construction Contingency	\$	742,011.92	\$	15,659,081
<b>Moveable Equipment / Furnishings</b>	Furniture, Fixtures and Equipment	\$	900,000.00	\$	900,000
<b>Fees</b>	Architect Schematic Design	\$	145,000.00		
	Architect Balance of Design	\$	984,713.14		
	Estimating	\$	18,600.00		
	Survey	\$	17,600.00		
	Lot Split	\$	7,600.00		
	Riparian Setback Variance	\$	4,500.00		
	Geotechnical Investigation	\$	5,000.00		
	Reimbursables	\$	15,000.00		
	Interior Signage	\$	6,400.00		
	Construction Testing	\$	100,000.00		
	Owner's Representative	\$	252,000.00		
	Building Permit Fees	\$	42,769.00	\$	1,599,182
<b>Total</b>			<b>\$ 18,158,263.26</b>	<b>\$</b>	<b>18,158,263</b>

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## Ad Hoc Disparities Committee Report

June 6, 2023 5:30 p.m. Amy Levin Center

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*The Ad Hoc Disparities Committee shall assess and recommend programs, practice and policies that address behavioral health inequities for Lorain County's residents, and will partner with community stakeholders to advance health equity, improve quality and help eliminate racial and healthcare disparities.*

**Committee Members Present:** Regan Phillips (Committee Chair), Monica Bauer, Inez James, Marie Leibas,  
**Committee Members Absent:** Mike Babet, Daniel Urbin (ex-officio)

**Staff Present:** Mark Johnson, Rebecca Jones, Rick Sherlock,

Meeting called to order at 5:42 with a quorum present.

### I. Informational Items

#### A. Suicide Prevention Foundation

#### Attachment A

- Rebecca Jones gave an overview of her role as Chair of Lorain County's Suicide Prevention Coalition and efforts to build the Communities of Color Subcommittee post Covid. She will attend the Suicide Prevention in the Black Community Summit hosted by Ohio's Suicide Prevention Foundation.

#### B. The Confess Project Update

- Rebecca Jones reported that we have received a \$9,000 Community Foundation Grant to support this project. This was planned to usurp levy dollars. The group discussed allocation of most of the funds back to other logistical costs of this project, including, but not limited to: an opening event and stipends for participants. See below for motion and funding approval in Recommendations.

#### C. LGBTQ+ Taskforce Sponsorship

- Rebecca Jones reminded the committee that funds were approved for sponsorship of the LGBTQ+ Taskforce in the amount of \$1,000 contingent upon the Community Foundation Grant discussed above. With the grant approval, those funds have been allocated as such.

#### D. Our Mental Health Matters

- [https://drive.google.com/file/d/10XJqKm\\_7jobe7ogD6rcGg\\_WPCIGdZBwK/view?usp=sharing](https://drive.google.com/file/d/10XJqKm_7jobe7ogD6rcGg_WPCIGdZBwK/view?usp=sharing)
- Regan Phillips shared the release of this video and clarified that we own and can share and edit it as we see fit. Discussion and feedback was positive and highlighted that the use of local and known persons in the video is very impactful in reducing stigma.

## **E. YWCA Race Forward**

## **Attachment B**

- Mark Johnson gave an overview of this event which was attended by staff and members of this committee. A very positive event, the Board's community presence and visibility was discussed. Particularly impactful, similar to above, are familiar faces of color, reducing the stigma associated with behavioral health.

## **II. Recommendations**

### **A. Logistical support of The Confess Project \$8,000**

- Following discussion above in Informational item B, a motion was made, seconded to allocate the remaining \$8,000 to fund additional costs associated with the Confess Project. A kickoff event and \$50 - \$100 incentive for participants are recommended for promotion of this event nationally.
- It was clarified that these funds are available do to the Community Foundation Grant of \$9,000 which usurped dollars previously committed to this project. However, costs need to be actually incurred by June 30<sup>th</sup> to use these FY23 funds. Otherwise, they will need to come from FY24 funding which this committee, in transition, currently does not have an allocation for. Commitments for the project have been made and are ongoing. Funds will be allocated through this or another source.
- The motion was passed by vote.

### **B. The Ad Hoc Disparities Committee recommends that all Board members attend the Ground Water Training.**

### **C. As an Ad Hoc Committee has been formed by the Governance Board to review this committee's recommendation to form a permanent Disparities Committee, it is recommended that a review of the MHARS Board Strategic Plan, the AD Hoc Disparities Committee plan and progress and the focus on disparities by OMHAS.**

## **III. Unfinished Business**

### **A. Recommendation for this Ad Hoc Committee to be a standing committee is pending the work of the Governance Committee**

## **IV. New Business**

### **A. Event Announcement: The Community Foundation of Lorain County is holding Neighbor Night Celebration on Thursday, June 22<sup>nd</sup> from 6-8pm at the Harrison Cultural Community Centre. An email with the promotion was sent to the staff and Board members today.**

**Next Meeting:** TBD August \_\_\_\_, 2023



## Attachment A



### **Tuesday, June 27, 9:00 am-4:15 pm, Suicide Prevention in Black Community Summit, in person, Columbus, Ohio**

The Ohio Suicide Prevention Foundation is honored to host the Suicide Prevention in the Black Community Summit. During this summit, community leaders, healthcare providers, and public officials from across the state will come together to learn about the factors that contribute to suicide in the Black community and walk away with next steps that will change how we approach suicide prevention going forward.

Between 2014 and 2019, the suicide rate in the Black community in the United States increased by 30 percent, according to data published by the JAMA Network. In response to this, OSPF hosted several listening sessions across the state to learn why. From geographic factors and a lack of resources to systemic racism and stigma, there are many reasons a Black individual may not find the help they need.

We promise to address the most relevant and cutting-edge strategies and resources to help facilitate, strengthen, and increase capacity and support resiliency to address suicide in the Black community in a culturally responsive way. We are grateful for your partnership and thank you for your dedication to suicide prevention.

Registration is free for OSPF members and \$25 for non-members. A CE Application has been submitted for continuing education for prevention, social work, and psychologists.

Register at the link below.

[2023 Suicide Prevention in the Black Community Summit Tickets, Tue, Jun 27, 2023 at 7:30 AM | Eventbrite](#)

## Attachment B

eliminating racism  
empowering women  
**ywca**  
Elyria

Home > Race Forward


SEARCHSELECT LANGUAGEDONATEQUICK ESCAPE

HomeWhat We're DoingWho We AreLorain County Racial Equity CenterGet Involved


SHARE OUR SITE ON

A

A+



eliminating racism  
empowering women  
**ywca**  
Elyria


LEAGUE OF WOMEN VOTERS  
OF OBERLIN AREA

RACE FORWARD SPEAKER SERIES #2

5.25.23

CHAMPIONS OF  
EQUITY

Elyria High School Auditorium  
600 West Ave. Elyria, Oh. 44035



Join us **Thursday May 25**, for an evening of inspiring conversation and celebration as we learn about Corporate America's response to achieving racial equity. We are delighted to welcome Gary Ganaway, Vice President, PACCAR Global Key Account Management at Bendix Commercial Vehicle Systems, as our distinguished speaker and panelist at the Race Forward Speaker Series: "Champions of Equity." Mr. Ganaway's expertise in global affairs and diversity and inclusion initiatives makes him a powerful voice for the inclusion of people of color and women at all levels of the workforce. The Race Forward Series is sponsored by the **Lorain County Racial Equity Center**, **League of Women Voters Oberlin Area**, and **Metro-Central NAACP**.

The event takes place at Elyria High School starting at 5:30 pm with a community reception in honor of newly appointed principal of Elyria High School, **Jodie Johnson**, sponsored by the **Lorain County Section NCNW**. She is the first female and African American Principal and also an Equity Champion Honoree; at 6:00 pm, the Race Forward Speaker Series with Mr. Ganaway will begin.

This event falls on the 3rd Anniversary of the murder of George Floyd-A time of remembrance and rededication to racial equity and justice.

The Race Forward event is free and open to the public, attendees are encouraged to RSVP in advance. Parking is available on-site.

Donate

To register, please call (440) 322-6300 or

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## Community Planning and Oversight Committee Report

Tuesday, June 13, 2023 5:32 p.m. Amy Levin Center

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*COMMUNITY PLANNING AND OVERSIGHT COMMITTEE: The Community Planning and Oversight Committee shall evaluate new programs and determine service gaps and unmet needs in the community. The Committee shall also set standards for evaluating service providers funded by the Board with respect to meeting the service terms of contracts, programs, goals and objectives, and the quality of service, and periodically monitor and review provider status. The Committee shall facilitate the development of a schedule of regular presentations to the BOD pertaining to current programming and emerging needs in the community.*

**Committee Members Present:** Kreig Brusnahan, Committee Chair, David Ashenhurst, Monica Bauer, John Nisky, Sandra Premura, Dan Urbin (ex officio)

Committee Members Absent: Patricia Bell, Marie Leibas

**Staff Present:** Lauren Cieslak, Amanda Divis, Arielle Edwards, Rebecca Jones, Vinaida Reyna, Rick Sherlock

### I. Informational

#### A. Process of vetting a new provider agency (Attachment A)

- Amanda Divis gave a brief explanation of attachment A which is in draft form. Question and suggestions were given by the board members. Amanda will share the feedback with Mark Johnson.

#### B. Production Report Reviews

- During the months of June and July, the Programs Team will review Production Reports from the Network Providers and hope to share the results/decisions with the CP&O Committee at the August committee meeting.

### II. Recommendations

- There were no recommendations at this time.

### III. Unfinished Business

#### A. Review of existing CP&O Committee description (above, in header) and discussion for edits

- David Ashenhurst emailed the Governance Committee suggesting to add an extra description line to the current committee description (above, in header). The CP&O decided to review his suggestions and make any edits before sending to the Governance Committee.
- Suggestion in red: *The Community Planning and Oversight Committee shall annually recommend to the Finance Committee a schedule of budget allocations to support ongoing contracted mental health, addiction, and recovery services and programs in or for Lorain County. The Committee*

*shall also evaluate new programs and determine service gaps and unmet needs in the community. The Committee shall also set standards for evaluating service providers funded by the Board with respect to meeting the service terms of contracts, programs, goals and objectives, and the quality of service, and periodically monitor and review provider status. The Committee shall facilitate the development of a schedule of regular presentations to the BOD pertaining to current programming and emerging needs in the community.*

- The members decided to add ...*shall “at least” annually recommend...*
- Suggested change will be presented to the Governance Committee during their August Committee meeting.

#### **IV. New Business**

- A. Discussion: Ongoing Development of CP&O – topics/agencies/services to present information or training on.
- The Programs Team wanted some feedback as to what topics the committee would like to see in FY24. Some suggestions were the recovery housing certification process, OhioRise representation, and more network providers presentation.

**Following Meeting:** TBD August 2023

## ATTACHMENT A

Working document to develop a **Process to Vet a New Provider**

Following the completion and submission of our provider application, the following materials should be submitted and meetings held. Provider application must be completed unless a Request for Information (RFI), Request for Qualifications (RFQ), or Request for Proposals (RFP) is released by the MHARS Board and deemed preferred.

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Submission of OMHAS Certification  
(or the like for non-OMHAS entities)

Submission of CARF/Joint Commission Accreditation (or similar as appropriate for the applicant)

Submission of 501c(3) documentation  
(A For-Profit agency will need to submit attestation that they will comply with audit requirements – Create this document and add as an Attachment)

Assessment of need for the County and capacity issues requiring additional provider  
Consideration of specialty population currently underserved  
Women and/or women and children  
Culturally specific/gender specific/etc.

Annual Report (3years if available)

Financial Report (3 reports)

Meet leadership and tour facilities

Letters of Support - minimum of 3 from at least two of the categories below.

Client/family

System leadership

Other funding stream entity (Foundation, MCO, other)

Presentation by the agency to the CP&O Committee, Full Board?

Format and expectations of information shared?

1<sup>st</sup> year audit – Review of reported outputs and outcomes, clinical services and billing

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## Finance Committee Meeting Report

Tuesday, June 20, 2023 5:30 p.m. Amy H. Levin Center

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FINANCE COMMITTEE: *The Finance Committee shall review all expenditures of the Board monthly financial statements and shall report on these to the BOD. The Committee shall review the annual budget proposed by the Executive Director and shall make recommendations on the annual budget to the BOD.*

*The Committee shall review results from the annual county financial audit and monitor the implementation of any corrective action plans required by the audit.*

**Committee Members:** Mike Babet (Committee Chair), Tim Barfield, Tim Carrion, Michael Finch, Pat McGerver, James Schaeper and Dan Urbin (ex-officio)

**Staff:** Michael Doud and Barry Habony

The Finance Committee met at the Amy Levin Center on June 20<sup>th</sup> 2023 at 5:30 p.m. and reports two (1) informational items and two (2) recommendations.

### **Informational Item:**

1. **List of Contracts** – The Committee reviewed the attached list of *Contracts Authorized by the Executive Director on Behalf of the MHARS Board of Directors.*

### **Recommendations:**

1. **Approval of the Fiscal Year 23 Statement of Revenue and Expenses and Statement of Cash Position** – The Committee reviewed the attached fiscal year 23 Statement of Revenue and Expenses and Statement of Cash Position, along with supporting schedules for the period ended May 2023 and found them to be in order.

**(Resolution 23-06-04)** The Committee **Recommends** approval of the fiscal year 23 financial statements for the period ended May 2023.

2. **Approval of the MHARS Board Listing of Expenses for May** – The Committee reviewed the attached Listing of Expenses for May 2023 totaling \$1,294,102.96 and found them to be in order.

**(Resolution 23-06-05)** The Committee **Recommends** approval of the MHARS Board May 2023 Listing of Expenses.

Committee affirmed all recommendations to be placed on the Consent Agenda

**Next Meeting** of the Finance Committee to be determined.



Contracts Authorized by the Executive Director on Behalf of the MHARS Board of Directors

June 20, 2023

Contractor/Vendor	Service Provided	Contracted/Budgeted Amount
Elizabeth Wolanski	Provide ASIST training for the MHARS network @ \$450/training	NTE \$4,500 for 5/8/23 - 6/30/23
Lorain City Schools	Attend Botvin Lifeskills facilitator training services (Foundations Training Workshop)	NTE \$5,672 for 4/6/23 - 6/30/23
Tiger Striping	Seal and restripe drives and parking areas	NTE \$7,697

# MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

## STATEMENT OF REVENUES AND EXPENSES FY23

Unaudited

JULY 1, 2022 TO MAY 31, 2023

	BUDGET		ACTUAL			
	AMENDED FY23 BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	MAY 2023	VARIANCE	% OF VARIANCE
<b>REVENUES</b>						
Levy 0.6 mill 5-year renewal expires 12/31/22	\$ 3,840,783	\$ 3,840,783	\$ 3,908,092	\$ -	\$ 67,309	1.8%
Levy 1.2 mill 10-year renewal expires 12/31/24	8,223,547	8,223,547	8,376,215	-	152,668	1.9%
Local Grants	67,000	58,098	58,098	5,282	-	0.0%
State Allocations & Grants	2,496,511	2,399,890	2,449,890	68,053	50,000	2.1%
Federal Allocations & Grants	6,354,990	3,596,264	3,596,300	207,284	36	0.0%
Pass-Through Grants	871,123	871,123	871,123	20,654	-	0.0%
Integrated Services Partnership	501,000	256,880	258,422	46	1,542	0.6%
Miscellaneous	439,169	120,830	101,551	19,415	(19,279)	-16.0%
<b>TOTAL REVENUES</b>	<b>\$ 22,794,123</b>	<b>\$ 19,367,415</b>	<b>\$ 19,619,691</b>	<b>\$ 320,734</b>	<b>\$ 252,276</b>	<b>1.3%</b>
<b>EXPENSES</b>						
Personnel - Salary & Benefits	\$ 2,067,100	\$ 1,806,692	\$ 1,654,795	\$ 127,126	\$ 151,897	8.4%
Operating	585,883	539,563	505,249	31,314	34,314	6.4%
Printing & Advertising	145,281	141,213	128,368	3,102	12,845	9.1%
Capital Outlay	50,000	25,000	-	-	25,000	100.0%
Administration Building Remodel	95,600	95,600	93,819	-	1,781	1.9%
Crisis Receiving Center	2,000,000	1,670,732	205,651	-	1,465,081	87.7%
Auditor & Treasurer Fees - Levy	213,100	213,100	212,404	-	696	0.3%
Integrated Services Partnership	1,626,942	1,356,002	611,193	9,347	744,809	54.9%
Pass-Through Grants	871,123	871,123	871,123	20,654	-	0.0%
Agency & Community	2,758,122	2,271,738	1,231,359	164,960	1,040,379	45.8%
Network Agency Contracts	18,151,708	15,242,322	11,689,398	1,064,726	3,552,924	23.3%
<b>TOTAL EXPENSES</b>	<b>\$ 28,564,859</b>	<b>\$ 24,233,085</b>	<b>\$ 17,203,359</b>	<b>\$ 1,421,229</b>	<b>\$ 7,029,726</b>	<b>29.0%</b>
<b>NET</b>	<b>\$ (5,770,736)</b>	<b>\$ (4,865,670)</b>	<b>\$ 2,416,332</b>	<b>\$ (1,100,495)</b>	<b>\$ 7,282,002</b>	

Payroll FY23	127,126
Report of Expenses	1,294,103
	1,421,229

# MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

## STATEMENT OF CASH POSITION FY23

Unaudited

JULY 1, 2022 TO MAY 31, 2023

AMENDED FY23  
BUDGET

YEAR TO DATE ACTUAL

Board Levy Cash Balance - Beginning of Period	\$15,063,700	\$15,063,700
Board Levy Cash Balance - End of Period	\$12,517,974	\$18,339,330

Board Unrestricted Cash Balance - Beginning of Period	\$46,107	\$46,107
Board Unrestricted Cash Balance - End of Period	\$0	\$0

Local/State/Federal Allocations & Grants Cash Balance - Beginning of Period	\$2,084,417	\$2,084,417
Local/State/Federal Allocations & Grants Cash Balance - End of Period	\$31,456	\$1,623,996

Pass-Through Cash Balance - Beginning of Period	\$0	\$0
Pass-Through Cash Balance - End of Period	\$0	\$0

ISP Cash Balance Held by Board as Fiscal Agent - Beginning of Period	\$2,081,231	\$2,081,231
ISP Cash Balance Held by Board as Fiscal Agent - End of Period	\$955,289	\$1,728,461

Total Cash Balance - Beginning of Period	\$19,275,455	\$19,275,455
Total Cash Balance - End of Period	\$13,504,719	\$21,691,787

Net Difference	(\$5,770,736)	\$2,416,332
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<b>Board Levy Cash Balance</b>	<b>\$12,517,974</b>	<b>\$18,339,330</b>
Reserve: Committed to Crisis Receiving Center Capital	(\$6,508,705)	(\$6,508,705)
Reserve: Committed to Crisis Receiving Center Operations	(\$4,889,318)	(\$4,889,318)
Reserve: Capital Improvements	(\$100,000)	(\$100,000)
Reserve: Sick/Vacation Payout at Retirement or Separation	(\$257,651)	(\$291,624)
Reserve: Cash Flow	(\$2,846,220)	(\$2,641,486)
<b>Board Levy Unobligated Cash Balance</b>	<b>(\$2,083,920)</b>	<b>\$3,908,197</b>

## Allocations & Grants Supporting Schedule

	FY23 BUDGET	FY23 RECEIVED
Local Grants:		
Hold for Unallocated	3,095	-
OCABHA Week of Appreciation Mini-Grant 2022	1,500	1,500.00
NAMI - CIT	4,600	4,600.00
Suicide Coalition	1,000	1,000.00
BWC Substance Use Recovery and Workplace Safety Program	44,432	44,432.00
Collective Impact	12,373	6,565.83
	67,000	58,097.83
State Allocations & Grants:		
Access to Wellness Recovery Supports	183,051	183,051.50
Community Innovations - Community Medication (Psychotropic Drug)	100,000	45,878.00
Continuum of Care - Additional Community Investment	88,631	88,631.00
Continuum of Care - Community Investments (Board Elected)	316,684	316,684.00
Continuum of Care - Community Investments (Central Pharmacy)	72,500	72,500.00
Continuum of Care - Community Investments (MH Portion)	889,208	889,208.00
Continuum of Care - Community Investments (SUD Portion)	139,646	139,646.00
Continuum of Care - Crisis Flexible Funds	146,025	146,025.00
Continuum of Care - Crisis Stabilization Funds	35,700	35,700.00
Continuum of Care - NEO Collaborative Care Coordination	25,000	-
Continuum of Care - NEO Collaborative Jail Program	70,000	52,500.00
Criminal Justice Services - Addiction Treatment Program (ATP)	150,000	150,000.00
Criminal Justice Services - Community Transition Program (CTP)	20,000	20,000.00
Criminal Justice Services - Forensic Monitoring	12,734	12,734.00
Prevention & Wellness - Early Intervention	55,000	55,000.00
Prevention & Wellness - Prevention Services Evidence Based Practice (EBP)	24,800	24,800.00
Prevention & Wellness - Primary Prevention	22,685	22,685.00
Prevention & Wellness - Project AWARE	-	50,000.00
Problem Casino/Gambling Addiction - SUD Gambling Addiction Prevention/Treatment	98,947	98,947.00
Recovery Housing Operating Allocation	45,900	45,900.00
	2,496,511	2,449,889.50
Federal Allocations & Grants:		
Housing and Urban Development (HUD) Grant - Shelter + Care	465,439	342,700.79
Indigent Patient Placement Program	-	-
Mental Health Block Grant	174,344	174,344.00
Mental Health Court Grant	5,475	5,475.00
Mobile Response and Stabilization Services (MRSS)	188,892	188,891.50
Projects for Assistance in Transition from Homelessness (PATH) Grant	117,997	61,448.19
SAPT Block Grant - Crisis Infrastructure	50,000	50,000.00
State Opioid Response (SOR) Grant - Local Project Treatment and Recovery (Jul-Sep FFY22) SOR 2.0	640,037	640,037.32
State Opioid Response (SOR) Grant - Local Project Treatment and Recovery (Jul-Sep FFY22) Overdose Awareness	6,697	6,696.07
State Opioid & Stimulant Response (SOS) Grant - Local Project Treatment and Recovery (Oct-Sep FFY23) SOS 3.0	3,037,354	844,529.14
State Opioid Response (SOR) Grant - Care Teams and Education Media Campaign	203,843	-
Substance Abuse Block Grant (SABG) - Adolescent Treatment Services	276,573	93,802.52
Substance Abuse Prevention and Treatment (SAPT) Block Grant - Prevention	295,762	295,762.00
Substance Abuse Prevention and Treatment (SAPT) Block Grant - Treatment	743,682	743,682.00
Title XX Grant	148,895	148,932.00
	6,354,990	3,596,300.53
Pass-Through Grants:		
Lorain County Domestic Relations Family and Juvenile Drug Court	82,616	82,616.00
Subsidized Docket Support - Specialized Docket Payroll Subsidy Project	350,000	350,000.00
Substance Abuse Block Grant (SABG) - Circle for Recovery	75,354	75,354.00
Women's Treatment & Recovery	363,153	363,153.00
	871,123	871,123.00

**Agency & Community Supporting Schedule**

	Allocation/Grant FY23 Budget	Levy FY23 Budget	TOTAL FY23 BUDGET	Allocation/Grant FY23 Expense	Levy FY23 Expense	TOTAL FY23 EXPENSE
Supplies/Materials/Other	-	3,892	3,892	-	6,812.40	6,812.40
Contractual/Purchased Services (Trainings, Consultations, Housing Inspections etc.)	-	110,120	110,120	-	43,811.16	43,811.16
Pooled Agency Services (Bilingual Staff Incentive, Internship, Interpreting, Etc.)	-	33,000	33,000	-	8,090.27	8,090.27
Bridge Pointe Commons - Front Desk and Security	-	168,063	168,063	-	130,455.74	130,455.74
Lorain County Sheriff Jail Re-Entry Coordinator	88,812	-	88,812	44,419.20	-	44,419.20
Transport Services - LifeCare	-	50,000	50,000	-	12,716.69	12,716.69
Adult Inpatient Local Bed Days (Mercy)	120,000	82,213	202,213	88,000.00	-	88,000.00
Indigent/Youth Inpatient Local Bed Days (Various other than Mercy)	-	10,000	10,000	-	24,270.00	24,270.00
Respite (Blessing House)	-	10,000	10,000	-	-	-
Youth Led Suicide "You Belong" Initiative	-	30,000	30,000	-	37,241.66	37,241.66
Music on a Mission	-	10,000	10,000	-	-	-
FCFC Funding	-	40,000	40,000	-	40,000.00	40,000.00
Housing Needs Assessment	-	50,000	50,000	-	-	-
Lorain Housing Project Capital Allocation	-	250,000	250,000	-	-	-
Hold for Unallocated	8,697	-	8,697	-	-	-
BWC Substance Use Recovery and Workplace Safety Program	42,727	-	42,727	45,159.00	-	45,159.00
NAMI - CIT - NEOMED	1,800	-	1,800	1,290.91	-	1,290.91
Community Collective Impact Grant	12,373	-	12,373	6,785.30	-	6,785.30
Communities Talk to Prevent Underage Drinking Planning Stipend - SAMHSA	750	-	750	-	-	-
Week of Appreciation Mini-Grants - OACBHA	2,622	-	2,622	2,621.68	-	2,621.68
Lorain County Suicide Prevention Coalition - OSPF - Strength & Sustain	250	-	250	-	-	-
Parent Coach Training Stipend - NCASA	1,250	-	1,250	-	-	-
Suicide Coalition	1,750	-	1,750	946.99	-	946.99
Opiate Outreach	20,590	-	20,590	8,940.00	-	8,940.00
Addiction Treatment Program (ATP)	295,819	-	295,819	207,889.69	-	207,889.69
Prevention & Wellness	207,211	-	207,211	49,795.00	-	49,795.00
Gambling Addiction/Prevention	81,456	-	81,456	27,641.41	-	27,641.41
Psychotropic Drug Program	100,000	7,395	107,395	45,878.00	7,394.25	53,272.25
Central Pharmacy	57,500	-	57,500	57,500.00	52.80	57,552.80
Access to Wellness Recovery Supports	244,068	-	244,068	135,422.57	-	135,422.57
Emergency COVID-19 Supplement	113,248	-	113,248	-	-	-
COVID Mitigation Block Grants	71,778	-	71,778	32,515.55	-	32,515.55
Mental Health Court Grant	9,841	-	9,841	9,840.30	-	9,840.30
K-12 Prevention	15,528	-	15,528	-	-	-
SOR (FFY22)	41,461	-	41,461	41,460.94	-	41,460.94
SOR Overdose Awareness	6,697	-	6,697	6,696.07	-	6,696.07
SOR Care Teams and Education Media Campaign	203,843	-	203,843	-	-	-
SOS (FFY23)	153,368	-	153,368	107,711.55	-	107,711.55
	1,903,439	854,683	2,758,122	920,514.16	310,844.97	1,231,359.13

**Network Agency Contracts Supporting Schedule**

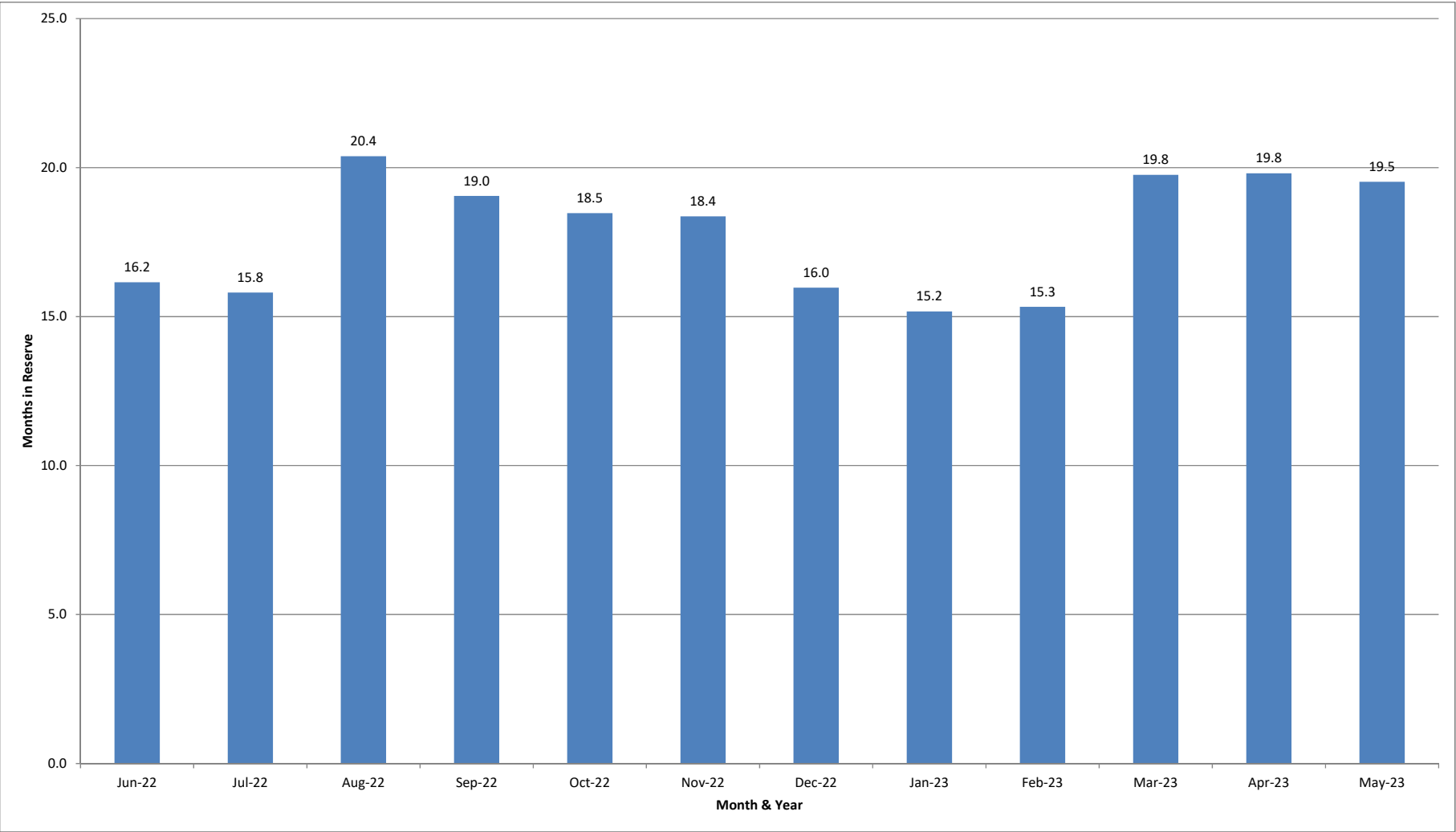
	Allocation/Grant	Levy	TOTAL	Allocation/Grant	Levy	TOTAL
	FY23 Budget	FY23 Budget	FY23 BUDGET	FY23 Expense	FY23 Expense	FY23 EXPENSE
Applewood	298,892	751,896	1,050,788	241,484.67	457,679.75	699,164.42
Beech Brook	-	40,000	40,000	-	37,317.16	37,317.16
Bellefaire JCB	38,459	248,695	287,154	27,216.34	88,170.24	115,386.58
Big Brothers Big Sisters	79,800	40,000	119,800	59,850.00	30,000.00	89,850.00
Catholic Charities	-	154,500	154,500	-	40,868.73	40,868.73
El Centro	18,600	273,245	291,845	13,950.00	187,392.73	201,342.73
Far West	-	101,745	101,745	-	86,498.04	86,498.04
Firelands	56,001	157,199	213,200	8,184.77	45,027.31	53,212.08
Gathering Hope House	-	260,000	260,000	-	190,315.44	190,315.44
LCADA Way	1,476,208	15,000	1,491,208	672,451.22	5,122.27	677,573.49
Let's Get Real	455,255	-	455,255	233,798.90	-	233,798.90
Lorain County Health & Dentistry	253,043	-	253,043	142,170.14	-	142,170.14
Lorain Urban Minority Alcoholism and Drug Abuse Outreach Program (UMADAOP)	166,851	-	166,851	140,085.52	-	140,085.52
Lutheran Metropolitan Ministry - Guardianship Services	-	47,000	47,000	-	33,801.84	33,801.84
MedMark Treatment Centers (Baymark Health)	173,801	-	173,801	63,618.35	-	63,618.35
NAMI	-	137,632	137,632	-	137,632.00	137,632.00
Neighborhood Alliance	173,349	40,554	213,903	72,243.54	23,966.81	96,210.35
New Directions (Crossroads Health)	78,114	-	78,114	16,652.51	-	16,652.51
New Sunrise	465,439	346,935	812,374	342,693.26	185,117.02	527,810.28
NORA	285,716	-	285,716	134,943.18	-	134,943.18
Nord Center	2,268,679	5,457,704	7,726,383	2,146,734.48	4,104,863.53	6,251,598.01
Ohio Guidestone	58,793	521,891	580,684	32,801.59	388,076.29	420,877.88
Pathways	-	35,559	35,559	-	26,078.42	26,078.42
Place to Recover Training and Resource Center	536,460	-	536,460	347,649.66	-	347,649.66
Road to Hope House	1,034,817	-	1,034,817	398,821.68	-	398,821.68
Safe Harbor/Genesis House	-	170,000	170,000	-	170,000.00	170,000.00
Silver Maple Recovery	351,958	-	351,958	265,085.85	-	265,085.85
Stella Maris	132,400	-	132,400	91,034.75	-	91,034.75
	8,402,635	8,799,555	17,202,190	5,451,470.41	6,237,927.58	11,689,397.99
<i>Reserves</i>	-	578,741	578,741			
<i>Unallocated</i>	370,777	-	370,777			
	8,773,412	9,378,296	18,151,708			

Pass-Through Grants:

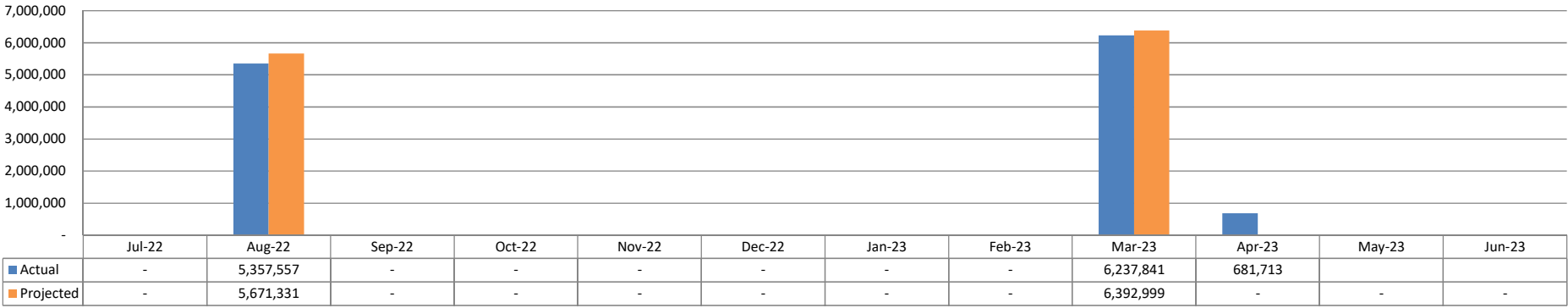
Lorain County Domestic Relations Family and Juvenile Drug Court	82,616	61,962.00
Subsidized Docket Support - Specialized Docket Payroll Subsidy Project	350,000	350,000.00
Lorain UMADAOP - Substance Abuse Block Grant (SABG) - Circle for Recovery	75,354	75,354.00
The LCADA Way - Women's' Treatment & Recovery	363,153	363,153.00
	871,123	850,469.00



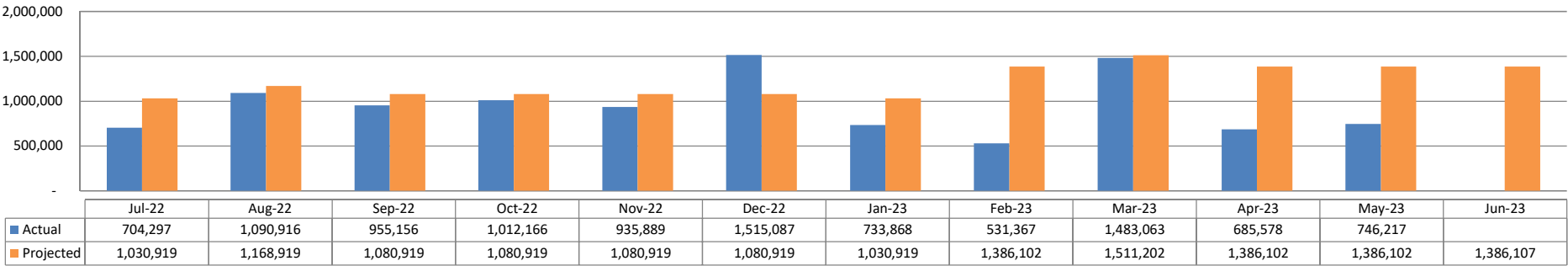
Levy Funds - Months in Reserve (Last 12 Months) - Supporting Table



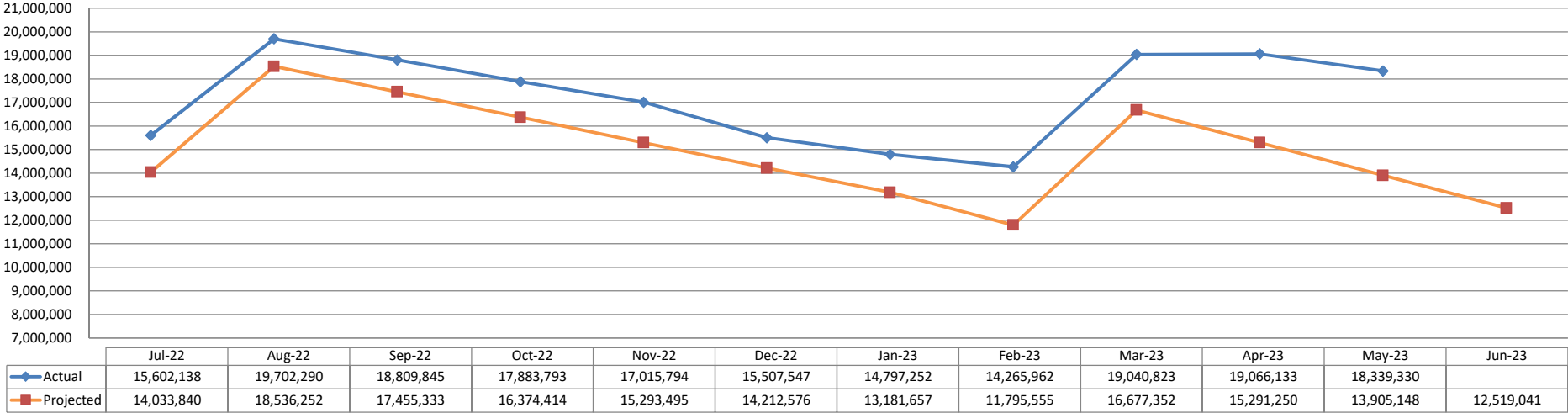
REVENUES



EXPENSES



CASH FLOW



**Variance Analysis  
May 2023**

**REVENUES:**

**Levy – \$67,309 & 1.8% and \$152,668 & 1.9%**

- Variances due to a combination of lower than expected current delinquent taxes, new home construction added values and prior year delinquent taxes collected.

**Local Grants – No Variance**

- Please refer to Allocations & Grants Supporting Schedule for detail.

**State Allocations & Grants – \$50,000 & 2.1%**

- Please refer to Allocations & Grants Supporting Schedule for detail.

**Federal Allocations & Grants – \$36 & 0.0%**

- Please refer to Allocations & Grants Supporting Schedule for detail.

**Pass-Through Grants – No Variance**

- Please refer to Allocations & Grants Supporting Schedule for detail.

**Integrated Services Partnership – \$1,542 & 0.6%**

- Family placement cost support and miscellaneous reimbursements not budgeted.

**Miscellaneous – (\$19,279) & (16.0%)**

- Reimbursement for ISP Director's salary less than budget due to part-time position.

**Variance Analysis  
May 2023**

**EXPENSES:**

**Personnel-Salary & Benefits – \$151,897 & 8.4%**

- Personnel expenses under budget due to a full-time ISP Director remains unfilled, budgeted 2.5% increase in health insurance costs that remained constant, approximately \$50,000 of health benefits mistakenly charged by the Budget Department reimbursed and \$15,000 in workers' comp budgeted that will not be needed.

**Operating – \$34,314 & 6.4%**

- Operating expenses are currently under budget and are being monitored continuously by the Chief of Business Operations.

**Printing & Advertising – \$12,845 & 9.1%**

- Printing & Advertising expenses are under budget and are being monitored continuously by the Communications & Community Relations Director.

**Capital Outlay – \$25,000 & 100.0%**

- Planned replacement of Amy Levin HVAC not taking place at this time as the current unit is still functioning properly.

**Administration Building Remodel – \$1,781 & 1.9%**

- The Administration Building remodel finished under budget.

**Crisis Receiving Center – 1,465,081 & 87.7%**

- Construction was budgeted to begin in FY23 but will not happen until FY24.

**Auditor & Treasurer Fees-Levy – \$696 & 0.3%**

- Fees associated with tax settlements came in slightly under budget for the fiscal year.

**Integrated Services Partnership – \$744,809 & 54.9%**

- This variance results from the decreased number of children in care in addition to other funding available to pay for their placement costs.

**Pass-Through Grants – No Variance**

**Agency & Community – \$1,040,379 & 45.8%**

- Please refer to Agency & Community Supporting Schedule for detailed breakdown.

**Network Agency Contracts – \$3,552,924 & 23.3%**

**Variance Analysis**  
**May 2023**

- Please refer to Network Agency Contracts Supporting Schedule for detailed breakdown. Current projections show \$2,541,968 being unspent at the end of FY23. Of this amount, \$1,216,393 projected unspent levy funds and \$1,325,575 projected unspent grant funds. Of the projected unspent grant funds, \$895,679 projected carryover of SOSR funds to be used through September 2024.

**MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY**

**LISTING OF EXPENSES MAY 2023**

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
<b>OPERATING</b>				
5035450	05-MAY-23	03-MAY-23	FRIENDS SERVICE CO INC DBA FRIENDSOFFICE:SUPPLIES - DIVIDERS & BINDERS APR 2023	35.91
5035134	04-MAY-23	25-APR-23	FRIENDS SERVICE CO INC DBA FRIENDSOFFICE:SUPPLIES - ERASER REFILL & RECEIPT BOOK 04/25/2023	48.21
5035452	05-MAY-23	19-APR-23	GERGELY'S MAINTENANCE KING:JANITORIAL SUPPLIES FLOOR CLEANER APR 2023	43.91
5035456	05-MAY-23	19-APR-23	LORAIN COUNTY MENTAL HEALTH BOARD:AMAZON PURCHASES APR 2023	78.99
5035141	04-MAY-23	26-APR-23	LORAIN COUNTY MENTAL HEALTH BOARD:CLEANING & CIT SUPPLIES 4/26/2023	8.50
5035457	05-MAY-23	03-MAY-23	LORAIN COUNTY MENTAL HEALTH BOARD:SUPPLIES - COFFEE & WATER	45.65
5035152	04-MAY-23	25-APR-23	WHITE HOUSE ARTESIAN SPRINGS INC:SUPPLIES - WATER 04/25/2023	33.00
5039722	26-MAY-23	16-MAY-23	WHITE HOUSE ARTESIAN SPRINGS INC:SUPPLIES - WATER 05/16/2023	33.00
<b>SUPPLIES/MATERIALS</b>				<b>327.17</b>
5035153	04-MAY-23	23-APR-23	ZOOM VIDEO COMMUNICATIONS INC:ZOOM SUBSCRIPTION 4/23/2023-4/22/2024	1,399.50
5037526	18-MAY-23	30-APR-23	GREAT LAKES COMPUTER CORP:COMP SVCS USER LICENSES FEES APR 2023	210.00
5037537	18-MAY-23	09-MAY-23	MICROSOFT CORPORATION:SOFTWARE USER FEES 4/9-5/8/2023	298.25
5040237	31-MAY-23	19-MAY-23	HINKLE, JEANETTE:MHARS 3340	80.50
<b>COMPUTER SYSTEM SOFTWARE</b>				<b>1,988.25</b>
5040237	31-MAY-23	19-MAY-23	HINKLE, JEANETTE:MHARS 3340	7.21
5040241	31-MAY-23	09-MAY-23	MASTNEY, JINX L:MHARS 3340	7.88
5040251	31-MAY-23	04-MAY-23	WILBERT, JOSEPH D:MHARS 3340	21.62
5040253	31-MAY-23	23-MAY-23	WYKRENT, CARRIE L:MHARS 3340	60.26
<b>GAS MILEAGE REIMBURSEMENT</b>				<b>96.97</b>
5035468	05-MAY-23	30-APR-23	US BANK NATIONAL ASSOCIATION:LEASING EQUIPMENT 4/24-5/24/2023	898.00
<b>EQUIPMENT LEASE</b>				<b>898.00</b>
5035438	05-MAY-23	30-APR-23	ACCESS INFORMATION MANAGEMENT CORPORATION DBA ACCESS:CONTR SVCS STORAGE FEES APR &	478.67
5037527	18-MAY-23	30-APR-23	GREAT LAKES COMPUTER CORP:CONTR SVCS ON-SITE VISIT 4/3/2023 & 04/05/2023	935.00
5035453	05-MAY-23	30-APR-23	GREAT LAKES COMPUTER CORP:CONTR SVCS STORAGE FEES APR 2023	650.00
5037536	18-MAY-23	05-MAY-23	MHOBAN SERVICES LLC:CONTR SVCS PEST CONTROL BOTH BLDGS 05/05/2023	230.00
5035147	04-MAY-23	18-APR-23	STERICYCLE INC DBA SHRED IT:CONTR SVCS SHREDDING SVCS 3/21/2023	215.49
5039713	26-MAY-23	18-MAY-23	STERICYCLE INC DBA SHRED IT:CONTR SVCS SHREDDING SVCS 4/18 & 5/16/2023	422.78
5035146	04-MAY-23	18-APR-23	STERICYCLE INC DBA SHRED IT:SHREDDING SVCS OBERLIN AVE 4/17/2023	1,706.80
5039714	26-MAY-23	30-MAR-23	TELETRONICS SERVICES INC DBA TTX:CONTR SVCS PHONE SYS REPAIR - MAR 2023	156.25
5037541	18-MAY-23	12-MAY-23	TELETRONICS SERVICES INC DBA TTX:CONTR SVCS PHONE SYSTEM REPAIR APR 2023	187.50
<b>CONTRACTUAL/PURCHASED SERVICES</b>				<b>4,982.49</b>
5035459	05-MAY-23	01-MAY-23	LORAIN COUNTY PROSECUTOR:PROF SVCS APR-JUN 2023	5,750.00
5037520	18-MAY-23	21-MAR-23	EVANS, JAMES MICHAEL DBA J MICHAEL EVANS, ATTORNEY AT LAW:OUT-OF-COUNTY PROBATE SVCS	225.00
5037524	18-MAY-23	25-APR-23	FRIEDMAN, PAUL M:CONTR SVCS OUT-OF-COUNTY PROBATE SVCS 4/14-4/25/2023	500.00
5037525	18-MAY-23	02-MAY-23	FRIEDMAN, SCOTT J:CONTR SVCS OUT-OF-COUNTY PROBATE SVCS 4/25-05/02/2023	300.00
<b>PROFESSIONAL SERVICES</b>				<b>6,775.00</b>
5037745	22-MAY-23	08-MAY-23	CELLCO PARTNERSHIP DBA VERIZON WIRELESS:MHARS 3340	659.88
5035761	08-MAY-23	22-APR-23	CHARTER COMMUNICATIONS HOLDINGS LLC:MHARS 3340	355.42
5037379	18-MAY-23	01-MAY-23	CHARTER COMMUNICATIONS HOLDINGS LLC:MHARS 3340	379.00
5039875	30-MAY-23	16-MAY-23	CHARTER COMMUNICATIONS HOLDINGS LLC:MHARS 3340	595.00
5040303	31-MAY-23	22-MAY-23	CHARTER COMMUNICATIONS HOLDINGS LLC:MHARS 3340	355.42
5035766	08-MAY-23	01-MAY-23	CITY OF LORAIN UTILITIES DEPARTMENT:MHARS 3340	269.80
5039876	30-MAY-23	22-MAY-23	COLUMBIA GAS OF OHIO INC:MHARS 3340	107.47
5039885	30-MAY-23	19-MAY-23	CONNECT PARENT CORPORATION CONNECT HOLDING II LLC DBA BRIGHTSPEED (87-3811759-):MHARS 3340	134.60
5037385	18-MAY-23	08-MAY-23	ELYRIA PUBLIC UTILITIES:MHARS 3340	37.12
5039896	30-MAY-23	17-MAY-23	ELYRIA PUBLIC UTILITIES:MHARS 3340	162.05
5037388	18-MAY-23	01-MAY-23	LORAIN COUNTY SANITARY ENGINEER:MHARS 3340	80.44
5037389	18-MAY-23	10-MAY-23	OHIO EDISON:MHARS 3340	93.55
5037390	18-MAY-23	10-MAY-23	OHIO EDISON:MHARS 3340	502.52
5037391	18-MAY-23	11-MAY-23	OHIO EDISON:MHARS 3340	1,030.72
5037757	22-MAY-23	18-MAY-23	OHIO EDISON:MHARS 3340	135.68
<b>UTILITIES</b>				<b>4,898.67</b>
5039209	24-MAY-23	02-MAY-23	BRIAN KYLES CONSTRUCTION INC:ANNUAL TURF & ORNAMENTAL AGREEMENT MAY 2023	2,169.74
5035129	04-MAY-23	18-APR-23	BRIAN KYLES CONSTRUCTION INC:SNOW & ICE REMOVAL 04/05/2023	11.00
5037519	18-MAY-23	01-MAR-23	BRIAN KYLES CONSTRUCTION INC:SNOW&ICE OCCURRENCE 2/17/23 + COMMERCIAL TURF AGREEMENT	844.51
5036018	09-MAY-23	01-MAY-23	C4AC LLC:MAINT SVCS CLEANING SVCS RETAINER MAY 2023	520.00
5039702	26-MAY-23	17-MAY-23	GROSS PLUMBING INC:2 BACKFLOW TESTS AND 1 BACKFLOW REPAIR APR 2023	135.00
5039702	26-MAY-23	17-MAY-23	GROSS PLUMBING INC:2 BACKFLOW TESTS AND 1 BACKFLOW REPAIR APR 2023	160.00
<b>MAINTENANCE</b>				<b>3,840.25</b>
5035681	08-MAY-23	08-DEC-22	FIRELANDS ELECTRIC INC:MHARS 2023002212	1,720.28
5039702	26-MAY-23	17-MAY-23	GROSS PLUMBING INC:2 BACKFLOW TESTS AND 1 BACKFLOW REPAIR APR 2023	335.01
5035454	05-MAY-23	26-APR-23	GROSS PLUMBING INC:REPAIRS & MAINT - ALC CONF - 04/04/2023	155.95
5037528	18-MAY-23	04-MAY-23	GUNDLACH SHEET METAL WORKS INC:SERVICE CALL 05/02/2023	425.12
5039718	26-MAY-23	27-JAN-23	THE NORD CENTER:REPAIRS & MAINT - MENS MICA - JAN 2023	585.88

**MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY**

**LISTING OF EXPENSES MAY 2023**

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
5035151	04-MAY-23	09-MAR-23	TRUST, FRANK DBA TRUSTWORTHY:BLDG REPAIR - MOLD REMOVAL - MAR 2023	4,050.00
			<b>REPAIR</b>	<u>7,272.24</u>
5035132	04-MAY-23	21-APR-23	ELYRIA SUNRISE ROTARY:2ND HALF CLUB DUES & CONTRIBUTION 4/21/2023	50.00
5035132	04-MAY-23	21-APR-23	ELYRIA SUNRISE ROTARY:2ND HALF CLUB DUES & CONTRIBUTION 4/21/2023	185.00
			<b>OTHER EXPENSE</b>	<u>235.00</u>
			<b>TOTAL OPERATING</b>	<u><u>31,314.04</u></u>
<b>PRINTING &amp; ADVERTISING</b>				
5037529	18-MAY-23	04-MAY-23	LEADERSHIP LORAIN COUNTY:PR-LLC GRADUATION SPONSORSHIP TABLE MAY 2023	300.00
5039206	24-MAY-23	01-MAY-23	21ST CENTURY MEDIA NEWSPAPER LLC DBA THE MORNING JOURNAL:PR-ADS DRUG TAKE BACK/ALCOHOL	1,075.00
5039219	24-MAY-23	30-APR-23	LORAIN COUNTY PRINTING & PUBLISHING:PR-AD DRUG TAKE BACK APR 2023	500.00
5039703	26-MAY-23	19-MAY-23	LORAIN COUNTY SAFE HARBOUR DBA GENESIS HOUSE:PR SPONSORSHIP 5K WALK JUN 2023	240.00
5039705	26-MAY-23	18-APR-23	LORAIN NEGRO BUSINESS & PROFESSIONAL WOMEN'S CLUB INC:PR-49TH ANNUAL LUNCHEON TICKETS	140.00
5040235	31-MAY-23	16-MAY-23	HABONY, BARRY J:MHARS 3340	539.28
5040235	31-MAY-23	16-MAY-23	HABONY, BARRY J:MHARS 3340	308.16
			<b>TOTAL PRINTING &amp; ADVERTISING</b>	<u><u>3,102.44</u></u>
<b>INTEGRATED SERVICES PARTNERSHIP</b>				
5035144	04-MAY-23	04-APR-23	RYAN MEKOTA, PSYD DBA OHIO NEUROPSYCHOLOGY AND FORENSIC EXPERTS LLC:ISP - CLIENT SVCS	3,500.00
5039210	24-MAY-23	09-MAY-23	CATHOLIC CHARITIES CORPORATION:AGENCY SVCS PATIENT CARE APR 2023	2,654.33
5035444	05-MAY-23	28-APR-23	DYES APPLIANCE SALES SERVICE AND PARTS LLC:FAM STABILITY APPLIANCE ASSIST 4/28/23	300
5039936	30-MAY-23	11-MAY-23	OHIO EDISON:MHARS 3340	503.62
5037534	18-MAY-23	01-MAY-23	LU, MENG.:ANCILLARY SVCS COUNSELING APR 2023	750
5035461	05-MAY-23	26-APR-23	NCS PEARSON, INC:ISP WPPSI-IV COMPLETE KIT - ASSESSMENT MATERIALS APR 2023	1,638.63
			<b>TOTAL INTEGRATED SERVICES PARTNERSHIP</b>	<u><u>9,346.58</u></u>
<b>PASS-THROUGH GRANTS</b>				
5036020	09-MAY-23	03-MAY-23	LORAIN COUNTY DOMESTIC RELATIONS COURT:DRUG CRT PASS-THROUGH GRANT 05/03/2023	20,654.00
			<b>TOTAL PASS-THROUGH GRANTS</b>	<u><u>20,654.00</u></u>
<b>AGENCY &amp; COMMUNITY</b>				
5039696	26-MAY-23	16-MAY-23	BEECH BROOK:COVID MITIGATION FUNDING 9/1/2021-4/15/2023	4,626.00
5037518	18-MAY-23	02-MAY-23	BEVAN, STEPHEN D AND SIMONSON, ELIZABETH A DBA GOLD STAR AWARDS:YOU BELONG YEAR END	700.00
5039699	26-MAY-23	15-MAY-23	DIANA SANTANTONIO EDS AND ASSOCIATES LLC DBA PSYCH & PSYCH SERVICES:CONTR SVCS ATP	11,199.25
5035130	04-MAY-23	13-APR-23	DIANA SANTANTONIO EDS AND ASSOCIATES LLC DBA PSYCH & PSYCH SERVICES:CONTR SVCS ATP	10,785.67
5039212	24-MAY-23	30-APR-23	EDEN INC:BRIDGE POINTE COMMONS SECURITY & FRONT DESK APR 2023	14,209.48
5035445	05-MAY-23	28-APR-23	EDEN INC:CONTR SVCS INSPECTIONS MAR 2023	1,863.01
5039213	24-MAY-23	18-DEC-22	EMH REGIONAL MEDICAL CENTER DBA UNIVERSITY HOSPITALS ELYRIA MEDICAL CENTER:INPATIENT CARE	2,400.00
5039701	26-MAY-23	16-MAY-23	FAR WEST CENTER:COVID MITIGATION FUNDING 9/1/2021-4/15/2023	7,896.95
5035449	05-MAY-23	14-APR-23	FERRER, MICHAEL:YOU BELONG GRANT PROF SVCS 12/1/22-1/31/23	1,470.00
5037522	18-MAY-23	08-MAY-23	FERRER, MICHAEL:YOU BELONG GRANT PROF SVCS 4/15-05/08/2023	734.82
5035135	04-MAY-23	18-APR-23	LET'S GET REAL INC DBA LET'S GET REAL INC:CONTR SVCS ATP PEER SUPPORT MAR 2023	2,942.00
5035139	04-MAY-23	06-APR-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:CONTR SVCS ATP	4,638.82
5037531	18-MAY-23	08-MAY-23	LORAIN COUNTY DRUG TASK FORCE:SOR 2.0 NCE OPIOID OUTREACH LSCO QRT APR 2023	300.00
5037532	18-MAY-23	01-MAY-23	LORAIN COUNTY MENTAL HEALTH BOARD:AMAZON PURCHASE - LORMET REPLENISHMENT - A105 CIT	499.75
5037532	18-MAY-23	01-MAY-23	LORAIN COUNTY MENTAL HEALTH BOARD:AMAZON PURCHASE - LORMET REPLENISHMENT - A105 CIT	115.52
5037532	18-MAY-23	01-MAY-23	LORAIN COUNTY MENTAL HEALTH BOARD:AMAZON PURCHASE - LORMET REPLENISHMENT - A105 CIT	250.00
5035458	05-MAY-23	21-APR-23	LORAIN COUNTY MENTAL HEALTH BOARD:AMAZON PURCHASES - MSA CLIENT - 4/6-4/15/2023	824.00
5035456	05-MAY-23	19-APR-23	LORAIN COUNTY MENTAL HEALTH BOARD:AMAZON PURCHASES APR 2023	785.65
5035141	04-MAY-23	26-APR-23	LORAIN COUNTY MENTAL HEALTH BOARD:CLEANING & CIT SUPPLIES 4/26/2023	20.23
5037533	18-MAY-23	05-MAY-23	LORAIN COUNTY MENTAL HEALTH BOARD:SUPPLIES - YOU BELONG GRANT MAY 2023	68.24
5039704	26-MAY-23	16-MAY-23	LORAIN COUNTY SAFE HARBOUR DBA GENESIS HOUSE:COVID MITIGATION FUNDING 9/1/2021-3/31/2023	6,745.00
5039220	24-MAY-23	04-MAY-23	LORAIN COUNTY SHERIFF:CONTR SVCS RE-ENTRY COORDINATOR 3/26-4/22/2023	4,187.20
5040241	31-MAY-23	09-MAY-23	MASTNEY, JINX L:MHARS 3340	60.96
5037535	18-MAY-23	27-APR-23	MERCY HEALTH REGIONAL MEDICAL CENTER LLC DBA MERCY OCCUPATIONAL HEALTH:AGENCY SVCS	20,800.00
5035460	05-MAY-23	28-APR-23	MILLER, ESTHER FERN:CONTR SVCS EMDR GROUP CONSULT APR 2023	450.00
5039707	26-MAY-23	10-MAY-23	OHIO BUREAU OF WORKERS COMPENSATION:RETURN OF UNUSED FUNDS SURWSP PROGRAM MAY 2023	36,934.50
ON BEHALF	22-MAY-23		ON BEHALF PAYMENT CENTRAL PHARMACY	553.57
5039710	26-MAY-23	22-MAY-23	PATHWAYS COUNSELING AND GROWTH CENTER:COVID MITIGATION FUNDING 9/1/21-3/31/2023	3,527.60
5039224	24-MAY-23	01-MAY-23	PRIMARY PURPOSE CENTER INC:CONTR SVCS ATP RECOVERY HOUSING SVCS APR 2023	5,313.50
5037539	18-MAY-23	13-MAY-23	SERRANO, JASLYNN MARIE DBA JSMARKETING LLC:MARKETING SVCS 4/15-05/13/2023	1,850.00
5037540	18-MAY-23	02-MAY-23	SILVER MAPLE RECOVERY LLC:CONTR SVCS ATP RECOVERY HOUSING SVCS APR 2023	56.02
5039712	26-MAY-23	19-MAY-23	STELLA MARIS INC:COVID MITIGATION FUNDING 9/1/2023-4/15/2023	9,720.00
5039226	24-MAY-23	01-MAY-23	THE NORD CENTER:CONTR SVCS LINCOLN RECORD STORAGE 07/01/2022-6/30/2023	3,178.00
5039233	24-MAY-23	02-MAY-23	THE ROAD TO HOPE INC:CONTR SVCS ATP RECOVERY HOUSING SVCS APR 2023	2,915.87
5039235	24-MAY-23	30-APR-23	TREASURER STATE OF OHIO:PSYCHOTROPIC DRUGS 3/31-4/20/2023	52.80
5039721	26-MAY-23	17-MAY-23	VH PRINTING DBA MARIOTTI PRINTING:YOU BELONG YEAR END CERTIFICATES MAY 2023	2,285.00
			<b>TOTAL AGENCY &amp; COMMUNITY</b>	<u><u>164,959.41</u></u>



**MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY**

**LISTING OF EXPENSES MAY 2023**

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
<b>NETWORK AGENCY CONTRACTS</b>				
5035127	04-MAY-23	01-MAR-23	APPLEWOOD CENTERS INC:AGENCY SVCS DETENTION CENTER FEB 2023	4,932.40
5035439	05-MAY-23	27-APR-23	APPLEWOOD CENTERS INC:AGENCY SVCS DETENTION CENTER MAR 2023	7,352.55
5039695	26-MAY-23	25-APR-23	APPLEWOOD CENTERS INC:AGENCY SVCS MRSS FEB & MAR 2023	85,715.87
5039693	26-MAY-23	09-MAY-23	APPLEWOOD CENTERS INC:AGENCY SVCS MST PER DIEM-MCD APR 2023	858.00
5039207	24-MAY-23	09-MAY-23	APPLEWOOD CENTERS INC:AGENCY SVCS MST PER DIEM-NON APR 2023	2,700.00
5039694	26-MAY-23	09-MAY-23	APPLEWOOD CENTERS INC:AGENCY SVCS PATIENT CARE APR 2023	647.01
5035126	04-MAY-23	21-APR-23	APPLEWOOD CENTERS INC:AGENCY SVCS PATIENT CARE APR 2023	253.68
5035440	05-MAY-23	02-MAY-23	BEECH BROOK:AGENCY SVCS PATIENT CARE APR 2023	781.56
5039697	26-MAY-23	18-MAY-23	BEECH BROOK:AGENCY SVCS PATIENT CARE APR-MAY 2023	5,429.17
5035128	04-MAY-23	21-APR-23	BEECH BROOK:AGENCY SVCS PATIENT CARE MAR & APR 2023	3,695.71
5039208	24-MAY-23	09-MAY-23	BEECH BROOK:AGENCY SVCS PATIENT CARE MAR-APR 2023	2,374.74
5035441	05-MAY-23	26-APR-23	BELLEFAIRE JEWISH CHILDRENS BUREAU:AGENCY SVCS IHBT INCENTIVE JAN-MAR 2023	12,000.00
5035442	05-MAY-23	02-MAY-23	BELLEFAIRE JEWISH CHILDRENS BUREAU:AGENCY SVCS PSYCH INCENTIVE MAR 2023	90.00
5035443	05-MAY-23	02-MAY-23	CATHOLIC CHARITIES CORPORATION:AGENCY SVCS PATIENT CARE MAR 2023	8,102.31
5039698	26-MAY-23	18-MAY-23	CATHOLIC CHARITIES CORPORATION:AGENCY SVCS PATIENT CARE MAY 2023	10,135.17
5039211	24-MAY-23	12-MAY-23	CATHOLIC CHARITIES CORPORATION:AGENCY SVCS PSYCH INCENT NOV 2022 - MAR 2023	656.25
5035446	05-MAY-23	01-MAY-23	EL CENTRO DE SERVICIOS SOCIALES INC:AGENCY SVCS NAVIGATOR LINE AOD MAY 2023	1,550.00
5035447	05-MAY-23	01-MAY-23	EL CENTRO DE SERVICIOS SOCIALES INC:AGENCY SVCS NAVIGATOR LINE MH MAY 2023	3,603.75
5035131	04-MAY-23	21-APR-23	EL CENTRO DE SERVICIOS SOCIALES INC:AGENCY SVCS PATIENT CARE MAR 2023	14,930.24
5035133	04-MAY-23	21-APR-23	FAR WEST CENTER:AGENCY SVCS PATIENT CARE APR 2023	6,858.02
5035448	05-MAY-23	02-MAY-23	FAR WEST CENTER:AGENCY SVCS PATIENT CARE APR 2023	3,860.75
5039700	26-MAY-23	18-MAY-23	FAR WEST CENTER:AGENCY SVCS PATIENT CARE APR-MAY 2023	5,457.90
5037521	18-MAY-23	09-MAY-23	FAR WEST CENTER:AGENCY SVCS PATIENT CARE MAY 2023	3,429.60
5037523	18-MAY-23	09-MAY-23	FIRELANDS REGIONAL MEDICAL CENTER:AGENCY SVCS PATIENT CARE MAY 2023	665.80
5035451	05-MAY-23	12-APR-23	GATHERING HOPE HOUSE:AGENCY SVCS ATTENDANCE & VOLUNTEER INCENTIVES JAN-MAR 2023	2,815.44
5035455	05-MAY-23	01-MAY-23	LET'S GET REAL INC DBA LET'S GET REAL INC:AGENCY SVCS PEER SUPPORT SAPT TREATMENT 3/31-	2,329.00
5036019	09-MAY-23	28-APR-23	LET'S GET REAL INC DBA LET'S GET REAL INC:SOS 3.0 PEER SUPPORT & WHO MAR 2023	17,871.00
5039217	24-MAY-23	09-MAY-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PATIENT	28,495.76
5035140	04-MAY-23	21-APR-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PATIENT	16,693.03
5035137	04-MAY-23	21-APR-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PATIENT	2,211.19
5035136	04-MAY-23	21-APR-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PROBLEM	210.00
5037530	18-MAY-23	15-MAY-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PROBLEM	52.50
5039214	24-MAY-23	17-MAY-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PROJECT	2,490.60
5039215	24-MAY-23	15-MAY-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:SOR 2.0 NCE - RECOVERY	11,769.66
5039216	24-MAY-23	09-MAY-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:SOR 2.0 NCE - TREATMENT	6,401.01
5035138	04-MAY-23	21-APR-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:SOR 2.0 NCE - TREATMENT	5,861.69
5039218	24-MAY-23	30-APR-23	LORAIN COUNTY HEALTH AND DENTISTRY:SOS 3.0 TREATMENT SVCS APR 2023	10,519.36
5039221	24-MAY-23	15-MAY-23	LORAIN UMADAOP:SOR 2.0 NCE - PREVENTION SVCS APR 2023	5,077.01
5036021	09-MAY-23	07-APR-23	LORAIN UMADAOP:SOR 2.0 NCE PREVENTION SVCS MAR 2023	4,785.52
5039706	26-MAY-23	26-APR-23	NEIGHBORHOOD ALLIANCE:Q3 FY23 JAN-MAR 2023 PATH & LOCAL MATCH	8,249.89
5039706	26-MAY-23	26-APR-23	NEIGHBORHOOD ALLIANCE:Q3 FY23 JAN-MAR 2023 PATH & LOCAL MATCH	7,584.50
5035462	05-MAY-23	20-APR-23	NEIGHBORHOOD ALLIANCE:SOS 3.0 - PATH PROGRAM 1/13-3/18/2023	10,759.35
5035142	04-MAY-23	15-MAR-23	NEW SUNRISE PROPERTIES:AGENCY SVCS HUD SPC RENTS MAR & APR 2023	63,588.00
5036022	09-MAY-23	31-MAR-23	NORTHERN OHIO RECOVERY ASSOCIATION:SOR 2.0 NCE TREATMENT SVCS MAR 2023	20,566.00
5039222	24-MAY-23	02-MAY-23	OHIGUIDESTONE:AGENCY SVCS IHBT STAFF BILINGUAL INCENTIVE APR 2023	1,000.00
5035143	04-MAY-23	21-APR-23	OHIGUIDESTONE:AGENCY SVCS PATIENT CARE APR 2023	13,513.82
5035463	05-MAY-23	02-MAY-23	OHIGUIDESTONE:AGENCY SVCS PATIENT CARE APR 2023	4,581.26
5037538	18-MAY-23	09-MAY-23	OHIGUIDESTONE:AGENCY SVCS PATIENT CARE APR-MAY 2023	11,694.05
5039708	26-MAY-23	18-MAY-23	OHIGUIDESTONE:AGENCY SVCS PATIENT CARE MAY 2023	3,761.21
5036023	09-MAY-23	20-APR-23	OHIGUIDESTONE:SOR 2.0 NCE TREATMENT SVCS MAR 2023	3,399.37
5035464	05-MAY-23	02-MAY-23	PATHWAYS COUNSELING AND GROWTH CENTER:AGENCY SVCS PATIENT CARE APR 2023	1,418.21
5039223	24-MAY-23	09-MAY-23	PATHWAYS COUNSELING AND GROWTH CENTER:AGENCY SVCS PATIENT CARE APR 2023	1,553.09
5039709	26-MAY-23	18-MAY-23	PATHWAYS COUNSELING AND GROWTH CENTER:AGENCY SVCS PATIENT CARE MAY 2023	1,313.10
5039225	24-MAY-23	09-MAY-23	SILVER MAPLE RECOVERY LLC:SOS 3.0 TREATMENT SVCS GOSH APR 2023	13,730.99
5035145	04-MAY-23	21-APR-23	STELLA MARIS INC:AGENCY SVCS PATIENT CARE APR 2023	2,209.10
5035465	05-MAY-23	02-MAY-23	STELLA MARIS INC:AGENCY SVCS PATIENT CARE APR 2023	7,203.76
5039711	26-MAY-23	18-MAY-23	STELLA MARIS INC:AGENCY SVCS PATIENT CARE MAY 2023	2,209.10
5039717	26-MAY-23	05-MAY-23	THE NORD CENTER:AGENCY SVCS ADULT WRAP APR 2023	999.08
5039229	24-MAY-23	01-MAY-23	THE NORD CENTER:AGENCY SVCS CBCF MEDS APR 2023	1,028.64
5039716	26-MAY-23	11-MAY-23	THE NORD CENTER:AGENCY SVCS CRISIS INTER, WARMLINE, HOTLINE APR 2023	182,947.08
5039227	24-MAY-23	09-MAY-23	THE NORD CENTER:AGENCY SVCS CTP MILEAGE & CELL APR 2023	5,079.71
5037542	18-MAY-23	01-MAY-23	THE NORD CENTER:AGENCY SVCS HAP, RENT, HAP PATH, APR 2023	19,789.00
5039232	24-MAY-23	03-MAY-23	THE NORD CENTER:AGENCY SVCS KIDZ FIRST CONSULT APR 2023	80.00
5039232	24-MAY-23	03-MAY-23	THE NORD CENTER:AGENCY SVCS KIDZ FIRST CONSULT APR 2023	1,000.00
5039228	24-MAY-23	09-MAY-23	THE NORD CENTER:AGENCY SVCS OMHAS CTP SALARY APR 2023	3,593.54
5037543	18-MAY-23	26-APR-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE APR & MAY 2023	33,221.82
5035149	04-MAY-23	21-APR-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE APR 2023	61,105.22
5035466	05-MAY-23	02-MAY-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE APR 2023	115,673.78
5035148	04-MAY-23	21-APR-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE APR 2023	4,126.08
5035467	05-MAY-23	02-MAY-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE APR 2023	4,126.08
5036024	09-MAY-23	02-MAY-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE APR 2023	4,126.08

**MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY**

**LISTING OF EXPENSES MAY 2023**

<b>Warrant#</b>	<b>Chk Date</b>	<b>Inv Date</b>	<b>Journal Description/Payee Name</b>	<b>Amount</b>
5037544	18-MAY-23	09-MAY-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE MAY 2023	39,491.49
5039719	26-MAY-23	18-MAY-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE MAY 2023	53,058.16
5039231	24-MAY-23	09-MAY-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE MAY 2023	4,070.82
5039720	26-MAY-23	18-MAY-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE MAY 2023	3,997.14
5039715	26-MAY-23	05-MAY-23	THE NORD CENTER:AGENCY SVCS PSYCH INCENTIVE, RESIDENTIAL SECURITY, CIT APR 2023	10,601.98
5035150	04-MAY-23	11-APR-23	THE NORD CENTER:AGENCY SVCS TRANSPORTATION MAR 2023	1,350.79
5039230	24-MAY-23	05-MAY-23	THE NORD CENTER:SOS 3.0 - HARM REDUCTION CLINIC APR 2023	3,066.70
5036025	09-MAY-23	02-MAY-23	THE ROAD TO HOPE INC:AGENCY SVCS SAPT RENTS APR 2023	15,936.24
5039234	24-MAY-23	02-MAY-23	THE ROAD TO HOPE INC:SOS 3.0 RECOVERY HOUSING APR 2023	14,223.01
<b>TOTAL NETWORK AGENCY CONTRACTS</b>				<b>1,064,726.49</b>
<b>TOTAL MHARS BOARD EXPENSES - MAY 2023</b>				<b>1,294,102.96</b>

APPROVED BY EXECUTIVE DIRECTOR:

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## Ad Hoc Committee Report

Tuesday, June 20, 2023 6:00 p.m. Amy H. Levin Center

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**Committee Members Present:** Inez James, Committee Chair, Mike Babet, Tim Carrion, Michael Finch, Daniel Urbin (ex-officio)

Committee Members Absent: Michele Flanagan, Marie Leibas

**Staff Present:** Michael Doud

### I. Informational Items

- A. Ad Hoc Disparities Mission Statement
  - Per Governance Committee, information to be sent in advance of today's meeting.
- B. FY2021 – 2023 Strategic Plan
  - Reviewed accomplishments 2023.
- C. CY2023 – 2025 Community Assessment and Plan (CAP)
  - Reviewed CAP Continuum of Care priorities in several service lines that identifies priority populations and groups experiencing disparities. This includes the following groups: people with low-income, people with low educational attainment, individuals with a disability, residents of rural areas, Black residents, Hispanic residents, older adults, LGBTQ+, immigrants, refugees, English language barriers, people using injection drugs, people involved with criminal justice system.
- D. Ad Hoc Disparities Committee FY23 Accomplishments
  - Reviewed accomplishments 2023 and acknowledged the work by staff and committee members.

### II. Recommendations

Four (4) recommendations to the Governance Committee:

1. Executive Director to consider staff role with a focus on disparities in behavioral healthcare.
2. Modify Agenda Process Sheet to identify how the program or service will address disparities.
3. Identify Board of Director/Committee Member to represent the body in ongoing dialogue and planning around addressing disparities in behavioral healthcare.
4. Executive Director to identify how the Board may collaborate with community partners and formulate recommendations to create and maintain its partnership in this space.

**III. Unfinished Business** – None at this time

**IV. New Business** – None at this time

**Next Meeting:** N/A

**FY2023**

**Ad Hoc Disparities Mission Statement:**

The Ad Hoc Disparities Committee shall assess and recommend programs, practice and policies that address behavioral health inequities for Lorain County's residents, and will partner with community stakeholders to advance health equity, improve quality and help eliminate racial and healthcare disparities.

## MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY: UPDATE ON STRATEGIC GOALS 2021

### STRATEGIC INITIATIVE: PROGRAMS AND SERVICES

**STRATEGIC GOAL:** *PROMOTE AND MAINTAIN HIGH QUALITY, COST EFFECTIVE AND ACCESSIBLE BEHAVIORAL HEALTH PROGRAMS AND SERVICES THAT ARE RESPONSIVE TO THE DIVERSE NEEDS OF ALL CLIENTS AND RESIDENTS OF LORAIN COUNTY OHIO.*

1.0	<i>ENSURE THAT BEHAVIORAL HEALTH PROGRAMS/SERVICES PRIORITIES AND INITIATIVES ARE CONSISTENT WITH STATE AND LOCAL PLANNING NEEDS</i>			
ID	Objective	Performance Metric	Progress update September 2021	Progress update October 2022
1.1	Evaluate and plan for improved access to services within the community-based continuum of care.	<p>Develop standard operating procedure to evaluate access</p> <p>Implement access improvements</p>	<ul style="list-style-type: none"> <li>Lorain County Opioid Action Team's (LCOAT) Treatment and Recovery (T/R) Branch – involved Navigator with Substance Use Disorder Treatment Providers – to refer residents; provided training for Navigator staff regarding SUD pathways (language, definitions, treatment paths, agency familiarity)</li> <li>LCOAT T/R – reviewed Lorain County Community Action Agency's Community Resource Directory and Let's Get Real disseminated to provider areas (n=approx.22); Edits for BH/SUD services in process for updates to the directory.</li> <li>LCOAT T/R – reviewed local Lorain County's 211 database, oriented providers regarding 211's keywords, goal to update BH/SUD providers into 211</li> <li>Random Quality checks and calls to Navigator line, updates made to Navigator's Service Criteria to include SUD providers, additional data elements (FY 22) including mechanism to track hang-up calls</li> </ul>	<p>Completed – Navigator serves SUD requests</p> <p>Resource Director distributed</p> <p>LCOAT Family Branch updated "It's OK to talk about it" resource guide updated.</p> <p>Process was reviewed with LCOAT partners and information distributed to other agencies as to how to update.</p> <p>Navigator operator now regularly attends the Community Services branch of LCOAT to continuously learn and link with the system. No need for spot checking</p>



## MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY: UPDATE ON STRATEGIC GOALS 2021

			<ul style="list-style-type: none"> <li>COVID CARE team funded during the year with access information disseminated to residents including Navigator (Non-crisis) line</li> <li>Began meetings with OhioMHAS regarding B-Con (Open Beds) pilot initiative that could facilitate access to care from state hospitals and providers Agreement signed to move ahead for Lorain County?</li> </ul>	<p>With end of funding Sept 30, 2021, COVID Care teams disbanded with some staff being kept on/absorbed into system</p> <p>Self-selected providers have joined Open Beds initiative with electronic referrals possible. Some parts of Open Beds put on hold by OMHAS.</p>
1.2	Lead and ensure the continued integration of the Lorain County mental health and substance use service delivery system.	Community Plan and updates to Community Plan	<ul style="list-style-type: none"> <li>FY 2021-2022 Community Plan approved by OhioMHAS 12/21/20</li> <li>SUD services integrated into MH Crisis Stabilization Unit (phase 1 for Crisis Improvements) – including OhioMHAS waiver, funding and cross-training of staff</li> </ul>	<p>OMHAS modernizing community plan to Community Assessment Plan due Jan 31, 2023. Office hours and learning cohort joined for Lorain</p> <p>State waiver in place for integrated stabilization unit. Staff cross trained, use of peers, increased resources</p>
1.3	Utilize disparities data to improve services' utilization for identified sub-populations.	Disparities Statement and Action Plan	<ul style="list-style-type: none"> <li>MHARS Board's Ad Hoc Disparities Committee created Behavioral Health Disparities Action Plan (currently in draft form)</li> <li>Ad Hoc Disparities Committee gathered qualitative data from specific sub groups including LGBTQ+, Hispanic/African American, Youth and families regarding underserved populations</li> </ul>	<p>Disparities Action Plan approved.</p> <p>Ad Hoc Committee utilized most of initial funding in FY21. Funded at \$30,000 FY23</p>
1.4	Increase the clinical competencies and capacity in the treatment services system that are consistent with the MHARS Board mission.	<p>Annual technical assistance and training reports</p> <p>Provider audit reports</p>		<p>Providing professional development – DBT training and consultation. EMDR training and consultation. Continued QPR training. Restart of Mental Health First Aid following COVID. ASIST (Applied Suicide Intervention Skills Training). Collaborative work with the Educational Services Center.</p>



## MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY: UPDATE ON STRATEGIC GOALS 2021

				2021 Revamped outcome and reporting required of agencies through audit of programs.
1.5	Integrate the National Standards for Culturally and Linguistically Appropriate Services (CLAS) to advance health equity, improve quality and help eliminate health care disparities throughout the Board's planning and operations.	CLAS training for Board and Staff Performance improvement reports Culture of Quality procedures	<ul style="list-style-type: none"> <li>The Ad Hoc Disparities Committee learned about Cultural Humility</li> </ul>	Board and most of staff completed CLAS training.
1.6	Build capacity to address surges for services due to unforeseen events in our community.	Allocations coordinated with community assessment of needs Surge plan developed for specific populations	<ul style="list-style-type: none"> <li>Awarded a grant from Ohio MHAS for the FEMA – Regular Services Program funded the COVID CARE Team \$392,986 through June, 26, 2021. NCE approved.</li> <li>Awarded a grant from OhioMHAS for the SAMHSA Emergency COVID through the Northeast Ohio Collaborative for residents with severe mental illness, less than severe mental illness, substance use disorders, healthcare practitioners with mental disorders – as a result of COVID-19: Funding: (\$51,563 7/1/20-8/19/20; and \$72,133 (7/1/21 – 5/31/22)</li> </ul>	<p>Mentioned above COVID Care Teams concluded.</p> <p>Significant work force issues in our system leading to increased wait times. Announcement of one agency closing 12/22. Agencies seeking efficiencies and prioritization of staff assignments to maximize persons served. Continued use of telehealth.</p>

## MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY: UPDATE ON STRATEGIC GOALS 2021

1.7	Advocate in local, state and federal government to advance the MHARS Board's mission.	<p># of contacts with legislators and/or their staff</p> <p># of advocacy events attended or hosted</p> <p>Report on advocacy with OACBHA and MHAC</p> <p>Reports on "calls to action"</p>	<ul style="list-style-type: none"> <li>Virtual meeting with Senator Nathan Manning</li> <li>Virtual meeting with Representative Gayle Manning (7/21)</li> <li>Meeting with Lorain County Administrator (06/21)</li> </ul>	Ongoing. Successfully gained fiscal support from State Senators Manning, Senator Brown and County Commissioners for Crisis Project. Resolution from Mayor Bradley (Lorain)
2.0	<b>ADDRESS ACCESS BARRIERS TO BEHAVIORAL HEALTHCARE IN LORAIN COUNTY.</b>			
ID	Objective	Performance Metric	Progress update September 2021	Progress update February 2022
2.1	Complete an accessibility and capacity survey for barriers (including transportation, housing, childcare, etc.).	<p>Completed Recovery Oriented System of Care (ROSC) assessment</p> <p>Waiting List reports</p>	<ul style="list-style-type: none"> <li>MHARS Board staff &amp; ED participated in Lorain County Homeless System Mapping Strategic Planning including: adults, families, transitional age youth, chronically homeless.</li> </ul>	<p>Completed and in process of implementation</p> <p>Waitlist report changed to Access to Services reports and includes SUD</p>



## MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY: UPDATE ON STRATEGIC GOALS 2021

2.2	Build capacity for behavioral healthcare services for disparate populations.	Disparities Statement and plan	<ul style="list-style-type: none"> <li>MHARS Ad Hoc Disparities Committee met with Boys and Girls Clubs, Big Brothers Big Sisters, Elyria YWCA, El Centro de Servicios Sociales, Lorain County LGBTQ+ to identify barriers and solutions for disparate populations – solutions will be included in the BH Disparities Action Plan</li> </ul>	<p>Supporting development of Hispanic/Spanish speaking CDCA providers</p> <p>Continue our Bilingual staff incentive</p> <p>Continue to fund interpreting services</p> <p>Funding speakers for black community events. Supporting LC4Ukraine for relocation services. Supported LGBTQ+ events</p>
2.3	Improve access to behavioral health services in Lorain County, using a “No Wrong Door” approach county-wide.	<p>Monitor Navigator results and waiting list</p> <p>Technical assistance reports regarding access and retention</p> <p>Increased availability and access to treatment services and recovery support services</p> <p>Coordinate with Community Health Improvement Plan’s Goals and structures to support increased access</p>	<ul style="list-style-type: none"> <li>Waiting List Reports</li> </ul>	<p>CHA/CHIP Community Health Assessment completed, and Community Health Improvement Plan will be released fall of 2022.</p> <p>Access to Services Reports ongoing</p> <p>Expanded access to withdrawal management through telephonic/office-based navigation with Let’s Get Real</p>
2.4	Continue to assess local, state and federal funding opportunities that support behavioral healthcare.	<p>Financial Forecast</p> <p>Impact Statements</p>	<ul style="list-style-type: none"> <li>MHARS Board received a five-year forecast (05/21) as an informational item through the Finance Committee assessing the levy status</li> </ul>	Move to finance?
2.5	Build connections to resources that support clients’ Social Determinants of Health.	ROSC Assessment		<p>Received grant specific to Social Determinants of Health (TONYA)</p> <p>SOR program applications/funding targeted at eliminating barriers by addressing SDH</p>
3.0	IDENTIFY, PRIORITIZE AND PROVIDE SUPPORT FOR EVIDENCE-BASED PRACTICE STANDARDS FOR SYSTEM PROGRAMS/SERVICES.			
ID	Objective	Performance Metric	Progress update September 2021	Progress update October 2022

## MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY: UPDATE ON STRATEGIC GOALS 2021

**STRATEGIC INITIATIVE:**    **LEADERSHIP**

**STRATEGIC GOAL:**        ***ENSURE A LEADERSHIP CULTURE WHICH WILL ENABLE MHARS TO ACHIEVE ITS MISSION/VISION AND BE THE RECOGNIZED LEADER IN INTEGRATED BEHAVIORAL HEALTH SERVICES IN OHIO.***

<b>1.0</b>	<b><i>RECRUIT AND ENGAGE A DIVERSE BOARD OF DIRECTORS TO EFFECTIVELY ADVANCE THE MHARS BOARD'S MISSION AND VISION.</i></b>			
<b>ID</b>	<b>Objective</b>	<b>Performance Metric</b>	<b>Progress update September 2021</b>	<b>Progress update February 2022</b>
1.1	Articulate and implement a MHARS Board Member Recruitment and Retention Plan.	Implementation of completed process	Process activities schedule	
1.2	Review MHARS Board governance policies and procedures and update as needed.	Updated Board governance policies	<ul style="list-style-type: none"> <li>MHARS approved a Consent Agenda Policy and Sponsorship Policy</li> <li>Drafted Conflict of Interest policy and Code of Ethical Conduct – still in Draft form</li> </ul>	
1.3	Review and update MHARS Board By-laws.	Approval of updated Board By-laws	<ul style="list-style-type: none"> <li>MHARS bylaws updated to include officers of standing committees to serve on Executive Committee, renamed former Community Review and Plan Committee now Community Planning and Oversight Committee</li> </ul>	
1.4	Build capacity for advisory/outreach opportunities to assist the MHARS Board.	Board By-laws	<ul style="list-style-type: none"> <li>Board meeting minutes</li> <li>Board Committee reports</li> </ul>	
<b>2.0</b>	<b><i>EMPOWER BOARD MEMBERS' KNOWLEDGE AND UNDERSTANDING OF COMMUNITY NEEDS, SERVICE PROVIDER PROGRAM EFFECTIVENESS AND THE BOARD'S GOVERNANCE RESPONSIBILITIES</i></b>			
<b>ID</b>	<b>Objective</b>	<b>Performance Metric</b>	<b>Progress update September 2021</b>	<b>Progress update February 2022</b>



## MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY: UPDATE ON STRATEGIC GOALS 2021

2.1	Ensure a complete and timely new Board of Director's orientation / leadership development / monitoring process.	Documented new Board of Director's orientation and leadership development and monitoring process.	<ul style="list-style-type: none"> <li>Four new members received orientation by MHARS Executive director</li> <li>Board meeting minutes</li> <li>Executive Director's report</li> </ul>	
2.2	Ensure the regular completion of Board-specific training topics at all Board meetings, as time permits.	Implementation of Board training completed plan.		
2.3	Develop, educate and train Board members, leadership, Board staff in Culturally and Linguistically Appropriate Services (CLAS) policies and practices.	Established CLAS policies and practices, Board and Board staff trained.	<ul style="list-style-type: none"> <li>During FY 21 10 Board members completed E-CLAS Training, five staff also completed the E-CLAS Training</li> <li>Three MHARS staff completed the national Groundwater Training from the Racial Equity Institute</li> </ul>	Completed Fy2021
3.0	<b>COMPLETE A MHARS BOARD OF DIRECTOR'S SELF EVALUATION OF PERFORMANCE.</b>			
ID	Objective	Performance Metric	Progress update September 2021	Progress update October 2022
3.1	Board Chair to facilitate the completion of a Board self-evaluation at least every two (2) years.	Board self-evaluation summary reports		Completed May 2022
3.2	Implement any recommendations that result from the Board self-evaluations.	Board self-evaluation summary reports		
4.0	<b>FORMALLY REVIEW THE MHARS STRATEGIC PLAN</b>			
ID	Objective	Performance Metric	Progress update September 2021	Progress update October 2022



# 2023-2025 Community Assessment and Plan *Mental Health, Addiction, & Recovery Services* *Board of Lorain County*

Mr. Michael Doud – Executive Director

## Background and Statutory Requirements

The new Community Assessment and Plan (CAP) process is designed to better support policy development, strategic direction, strategic funding allocation decisions, data collection and data sharing, and strategic alignment at both the state and community level. This planning process balances standardization and flexibility as the Alcohol, Drug Addiction, and Mental Health (ADAMH) Boards identify unmet needs, service gaps, and prioritize community strategies to address the behavioral health needs in their communities. Included in these changes is an increased focus on equity and the social determinants of health that are now imbedded in all community planning components.

Based on the requirements of Ohio Revised Code (ORC) 340.03, the community ADAMH Boards are to evaluate strengths and challenges and set priorities for addiction services, mental health services, and recovery supports in cooperation with other local and regional planning and funding bodies. The boards shall include treatment and prevention services when setting priorities for addiction services and mental health services.

The Ohio Department of Mental Health and Addiction Services (OhioMHAS) has redesigned the CAP to support stronger alignment to the 2021-2024 OhioMHAS Strategic Plan, and to support increased levels of collaboration between ADAMH Boards and community partners, such as local health departments, local tax-exempt hospitals, county Family and Children First Councils (FCFCs), and various other systems and partners. The new community planning model has at its foundation a data-driven structure that allows for local flexibility while also providing standardization in the assessment process, identification of disparities and potential outcomes.

## Required Components of the CAP

**Assessment** – OhioMHAS encourages the ADAMH Boards to use both quantitative and qualitative data collection methods and to partner with other organizations, such as local health departments, tax-exempt hospitals, county FCFCs, community stakeholders, and individuals served to conduct the assessment. During the assessment process, ADAMH Boards are requested to use data and other information to identify mental health and addiction needs, service gaps, community strengths, environmental factors that contribute to unmet needs, and priority populations that are experiencing the worst outcomes in their communities (disparities).

**Plan** – ADAMH Boards develop a plan that identifies local priorities across the behavioral health continuum of care that addressed unmet needs and closed service gaps. The plan also identifies priority populations for service delivery and plans for future outpatient needs of those currently receiving inpatient treatment at state and private psychiatric hospitals.

**Legislative Requirements** – This new section of the CAP is reserved to complete and/or submit statutorily required information. The use of this section may vary from plan-to-plan.

**Continuum of Care Service Inventory** – ADAMH Boards are required to identify how ORC-required continuum of care services (340.033 and 340.032 Mid-Biennial Review) are provided in the community. This information is to be completed via an external Excel spreadsheet.



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## CAP Plan Highlights – Continuum of Care Priorities and Age Groups of Focus

The CAP Plan priorities section is organized across the behavioral health continuum of care and two special populations. Each of the Plan continuum of care priority areas will be defined on the following pages. The information in this CAP Plan will also include the Board’s chosen strategy identified to address each priority, the population of focus, identification of potential populations experiencing disparities, the chosen outcome indicator to measure progress ongoing, and the target the Board is expecting to reach in the coming years.

For each identified strategy, the Board was requested to identify the age groups that are the focus for each identified CAP Plan strategy. These age groups include Children (ages 0-12), Adolescents (ages 13-17), Transition-Aged Youth (ages 14-25), Adults (ages 18-64), and Older Adults (ages 65+). The table below is an overview of which ages are the focus of each priority across the continuum of care.

<i><b>Continuum of Care Priorities</b></i>	<b>Children</b> (ages 0-12)	<b>Adolescents</b> (ages 13-17)	<b>Transition-Aged Youth</b> (ages 14-25)	<b>Adults</b> (ages 18-64)	<b>Older Adults</b> (ages 65+)
<i>Prevention</i>	•	•	•	•	•
<i>Mental Health Treatment</i>	•	•	•	•	•
<i>Substance Use Disorder Treatment</i>		•	•	•	•
<i>Medication-Assisted Treatment</i>			•	•	•
<i>Crisis Services</i>	•	•	•		
<i>Harm Reduction</i>			•	•	•
<i>Recovery Supports</i>		•	•	•	•
<i>Pregnant Women with Substance Use Disorder</i>		•	•	•	
<i>Parents with Substance Use Disorder with Dependent Children</i>	•	•	•	•	

## CAP Plan Highlights – Continuum of Care Priorities

→ **Prevention:** *Prevention services are a planned sequence of culturally relevant, evidenced-based strategies, which are designed to reduce the likelihood of or delay the onset of mental, emotional, and behavioral disorders. \**

- **Strategy:** Expand the use of Evidence Based Prevention Programs at the Tier II and Tier III Level to include: PreVenture, Project AMP and Beat the Odds to improve social emotional learning. Expand Evidence Based Prevention Programming for the community to intervene to reduce suicide and opiate overdose deaths for Lorain County.
- **Age Group(s) Strategy Trying to Reach:** Children (ages 0-12), Adolescents (ages 13-17), Transition-Aged Youth (ages 14-25), Adults (ages 18-64), Older Adults (ages 65+)
- **Priority Populations and Groups Experiencing Disparities:** People with Low Incomes or Low Educational Attainment, People with a Disability, Residents of Rural Areas, Black Residents, Hispanic Residents, Older Adults (ages 65+), LGBTQ+, Immigrants, Refugees or English Language Learners, People Who Use Injection Drugs (IDUs), People Involved in the Criminal Justice System
- **Outcome Indicator(s):** Deaths by Suicide; Unintentional Drug Overdose Deaths
- **Baseline:** 44; ???
- **Target:** 35; 100 by 2025

→ **Mental Health Treatment:** *Any care, treatment, service, or procedure to maintain, diagnose, or treat an individual's condition or mental health.*

- **Strategy:** Increase capacity for services through innovative behavioral health workforce development; Improve awareness of services and navigation to appropriate level of care
- **Age Group(s) Strategy Trying to Reach:** Children (ages 0-12), Adolescents (ages 13-17), Transition-Aged Youth (ages 14-25), Adults (ages 18-64), Older Adults (ages 65+)
- **Priority Populations and Groups Experiencing Disparities:** People with Low Incomes or Low Educational Attainment, People with a Disability, Residents of Rural Areas, Black Residents, Hispanic Residents, Veterans, LGBTQ+, Immigrants, Refugees or English Language Learners, People Involved in the Criminal Justice System, General Populations
- **Outcome Indicator(s):** Monitor waitlists and reduce waiting period for mental health services; Increase number of calls and successful linkages through the navigator line
- **Baseline:** 30 on waitlist; 1,134 calls
- **Target:** 14; 1,500 by 2025

\*All definitions of the BH Continuum of Care are from Ohio Revised Code (ORC) and Ohio Administrative Code (OAC)



## CAP Plan Highlights – Continuum of Care Priorities Cont.

→ **Substance Use Disorder Treatment:** Any care, treatment, or service to treat an individual's misuse, dependence, and addiction to alcohol and/or legal or illegal drugs.

- **Strategy:** Expand the Recovery Oriented System of Care through collaborative service provision across agencies to meet the treatment and recovery needs for persons; Assess the gaps in services and capacity issues to determine the need for additional contracted service providers
- **Age Group(s) Strategy Trying to Reach:** Adolescents (ages 13-17), Transition-Aged Youth (ages 14-25), Adults (ages 18-64), Older Adults (ages 65+)
- **Priority Populations and Groups Experiencing Disparities:** People with Low Incomes or Low Educational Attainment, Residents of Rural Areas, Black Residents, Hispanic Residents, Veterans, LGBTQ+, Immigrants, Refugees or English Language Learners, People Who Use Injection Drugs (IDUs), People Involved in the Criminal Justice System
- **Outcome Indicator(s):** Number of SUD programs and indicate their level of care and population served to ensure a full range of services are available
- **Baseline:** 27
- **Target:** 30 by 2025

→ **Medication-Assisted Treatment:** Alcohol or drug addiction services that are accompanied by medication that has been approved by the USDA for the treatment of substance use disorder, prevention of relapse of substance use disorder, or both.

- **Strategy:** Formalize linkage and integration to ongoing services following induction (ensuring ongoing engagement and continuity)
- **Age Group(s) Strategy Trying to Reach:** Transition-Aged Youth (ages 14-25), Adults (ages 18-64), Older Adults (ages 65+)
- **Priority Populations and Groups Experiencing Disparities:** People with Low Incomes or Low Educational Attainment, Residents of Rural Areas, Black Residents, Hispanic Residents, Immigrants, Refugees or English Language Learners, People Who Use Injection Drugs (IDUs), People Involved in the Criminal Justice System
- **Outcome Indicator(s):** Number of providers that offer MAT induction and link clients to community programming for follow-up and continued care
- **Baseline:** 1
- **Target:** 2 by 2025

## CAP Plan Highlights – Continuum of Care Priorities Cont.

→ **Crisis Services:** Any service that is available at short notice to assist an individual to resolve a behavioral health crisis or support an individual while it is happening.

- **Strategy:** Develop MRSS team to fidelity, providing 24/7 response within 60 minutes of call; Plan, build and implement a Crisis Receiving Center to provide 23-hour observation crisis response and withdrawal management; and integrate this into existing continuum of care with emphasis on supporting follow up care.
- **Age Group(s) Strategy Trying to Reach:** Children (ages 0-12), Adolescents (ages 13-17). Transition-Aged Youth (14-25)
- **Priority Populations and Groups Experiencing Disparities:** People with Low Incomes or Low Educational Attainment, People with a Disability, Residents of Rural Areas, Black Residents, Hispanic Residents, Veterans, LGBTQ+, Immigrants, Refugees or English Language Learners, People Who Use Injection Drugs (IDUs), People Involved in the Criminal Justice System
- **Outcome Indicator(s):** Number of emergency department visits-children; Number of emergency department visits-adults ???
- **Baseline:** Establish baselines in 2023
- **Target:** Meet fidelity requirements for 24/7 MRSS team; Construction of CRC begun with completion date of les... ???
- **Next Steps and Strategies to Improve Crisis Continuum:** Development of Urgent Care Services Telehealth Crisis Response (rural).

→ **Harm Reduction:** A set of practical strategies and ideas aimed at reducing negative consequences associated with drug use.

- **Strategy:** Expand array of services offered and accessed at the Harm Reduction Clinic; Outreach to target specific populations, demographic, geographic
- **Age Group(s) Strategy Trying to Reach:** Transition-Aged Youth (ages 14-25), Adults (ages 18-64), Older Adults (ages 65+)
- **Priority Populations and Groups Experiencing Disparities:** People with Low Incomes or Low Educational Attainment, Residents of Rural Areas, Black Residents, Hispanic Residents, LGBTQ+, Immigrants, Refugees or English Language Learners, People Who Use Injection Drugs (IDUs), People Involved in the Criminal Justice System, General Populations
- **Outcome Indicator(s):** Number of services provided at Harm Reduction Clinic; Collect demographic data to ensure targeted populations are accessing services
- **Baseline:** 5 services; 206 individuals
- **Target:** 8; 500 by 2025



## CAP Plan Highlights - Continuum of Care Priorities Cont.

→ **Recovery Supports:** *Services that promote individual, program, and system-level approaches that foster health and resilience (including helping individuals with behavioral health needs to “be well,” manage symptoms, and achieve and maintain abstinence).*

- **Strategy:** Begin peer recovery support groups specific to those in MAT as traditional peer environments (Abstinence) are not supportive of MAT; Provide training to create pathways to Peer Recovery Certification to include Peers, Family and Youth certification
- **Age Group(s) Strategy Trying to Reach:** Adolescents (ages 13-17), Transition-Aged Youth (ages 14-25), Adults (ages 18-64), Older Adults (ages 65+)
- **Priority Populations and Groups Experiencing Disparities:** People with Low Incomes or Low Educational Attainment, Residents of Rural Areas, Black Residents, Hispanic Residents, Veterans, LGBTQ+, Immigrants, Refugees or English Language Learners, People Who Use Injection Drugs (IDUs), People Involved in the Criminal Justice System
- **Outcome Indicator(s):** List of recovery supports will be collected, published, and further developed; Number of individuals trained Number/percent of those trained attaining certification
- **Baseline:** 3 recovery supports; Baseline will be established in 2023
- **Target:** 5 by 2025; 10 by 2024

## CAP Plan Highlights - Special Populations

Due to the requirements of the federal Mental Health and Substance Abuse and Prevention Block Grants, the Board is required to ensure that services are available to two specific populations: Pregnant Women with Substance Use Disorder, and Parents with Substance Use Disorder with Dependent Children.

### → **Pregnant Women with Substance Use Disorder:**

- **Strategy:** Expand access to behavioral health care for pregnant and new moms who struggle with substance use
- **Age Group(s) Strategy Trying to Reach:** Adolescents (ages 13-17), Transition-Aged Youth (ages 14-25), Adults (ages 18-64)
- **Priority Populations and Groups Experiencing Disparities:** People with Low Incomes or Low Educational Attainment, Residents of Rural Areas, Black Residents, Hispanic Residents, LGBTQ+, Immigrants, Refugees or English Language Learners, People Who Use Injection Drugs (IDUs)
- **Outcome Indicator(s):** Number of those linked to maternal peer support and the pre and post measures of those clients; Provider surveys of MAT providers regarding the number of pregnant clients.
- **Baseline:** Baselines will be established in 2023
- **Target:** 10% improvement; 10% improvement by 2025

### → **Parents with Substance Use Disorder with Dependent Children:**

- **Strategy:** Ensure Lorain County Children's Services has expedited access to refer parents to SUD Treatment through the Ohio START Steering Committee, also providing resourcing for needed services
- **Age Group(s) Strategy Trying to Reach:** Children (ages 0-12), Adolescents (ages 13-17), Transition-Aged Youth (ages 14-25), Adults (ages 18-64)
- **Priority Populations and Groups Experiencing Disparities:** People with Low Incomes or Low Educational Attainment, People with a Disability, Residents of Rural Areas, Black Residents, Hispanic Residents, LGBTQ+, Immigrants, Refugees or English Language Learners, People Who Use Injection Drugs (IDUs), People Involved in the Criminal Justice System
- **Outcome Indicator(s):** Establish and increase Ohio START Steering Committee membership
- **Baseline:** 6
- **Target:** 10 by 2025



## CAP Plan Highlights - Other CAP Components

### → **Family and Children First Councils:**

- **Service Needs Resulting from Finalized Dispute Resolution Process:** In recent history, there has been no need in Lorain County to go through the dispute resolution process with the FCFC.
- **Collaboration with FCFC(s) to Serve High Need Youth:** The MHARS Board participates in the Integrated Services Partnership (ISP) with local child serving stakeholders including child welfare, the department of developmental disabilities, juvenile court, and public health to provide pooled funding to serve multisystem youth. This partnership has been in existence for the past thirty years to provide care management for multisystem youth and to prevent the need for custody relinquishment in order to access residential treatment services. The ISP and FCFC have had an MOU since 6/22 to outline the collaboration between the two entities for the purpose of providing coordination of care and utilization of local and state funding for youth served by both entities with the understanding that open communication regarding care activities will occur in order to best meet youth and family needs while avoiding duplication of services. Additionally, MHARS, ISP and FCFC have begun meeting with the local CME from OhioRise to further plan and implement coordinated care paths for local multisystem youth.
- **Collaboration with FCFC(s) to Reduce Out-of-Home Placements:** The Director of Child and Adolescent Services, the Director of ISP and FCFC meet regularly to problem solve and collaborate regarding high intensity treatment options to avoid out of home placements. MST services are offered in Lorain County with financial support from the MHARS Board.

## CAP Plan Highlights - Other CAP Components Cont.

### → **Hospital Services:**

- **Identify How Outpatient Service Needs Are Identified for Current Inpatient Private or State Hospital Individuals Who Are Transitioning Back to the Community:** Even prior to the Indigent Bed Days funding through OMHAS in response to the Covid pandemic, MHARS of Lorain County used local funding to pay for most inpatient stays to afford its residents with local care that is less threatening, offers easier visitation and informal support and promotes discharge planning with warm hand offs to ongoing outpatient follow up. The hospitals in Lorain County are at the table and well-integrated with behavioral health agencies, coalitions and the Recovery Oriented System of Care. Beginning with assessment in Emergency Departments, Mercy Health has the Behavioral Health Assessment Center (BAC) which is a specialized and separated ED. The BAC has recently been updated and improved to provide improved experience.

Elyria's University Hospital is in process of creating a similar specialized area for behavioral health in their ED as well. The hospitals work in tandem with our Emergency Supportive Services (Mobile Crisis) Team for assessment and approval for inpatient placement. The same behavioral health agency runs our Crisis Stabilization Unit which serves as both diversion from hospital admission and as a step down from inpatient care. Our other agencies also work with the hospitals specific to diversion, when possible, continuity of care, and discharge planning. Agencies have access to funding through MHARS of Lorain County to address barriers that may prolong inpatient stays or create obstacles to outpatient follow up. Transportation, Wrap Around funding, housing supports, and even

funds for Non-Billable Case Management services offer immediate access to flexibility in this planning.

Our peer recovery agency provides 24/7 responsiveness to hospital requests to meet with persons who have overdosed and/or are seeking withdrawal management. They afford the medical staff a face-to-face supportive encounter and will immediately facilitate and transport patients to this level of care also on a 24/7 basis. Local hospitals are involved in collaborative efforts such as the Continuum of Care subcommittee of our Crisis Response Committee and other community, health, and behavioral health initiatives. Ongoing and continuous working relationships detailed above support a continuous effort to address the needs of the community and patients that come into contact with the hospitals. Our agencies have staff specifically assigned to be state psychiatric hospital liaisons, coordinated as well with the MHARS Systems Improvement Officer. They attend North Coast Hospital's meetings and work to best plan for discharge and address familiar faces to address multiple hospitalizations.

- **Identify What Challenges, If Any, Are Being Experienced in This Area:** Over the past three years, Lorain County has seen significant turn over in not only staff through th...
- **Explain How the Board is Attempting to Address Those Challenges:** New hospital leadership has been met with and included in orientation to collaborative meetings and coalitions, as well as the Crisis Receiving Center (CRC) project and related Continuum of Care Committee. Exploration of a protocol to establish a familiar faces review to develop clinical recommendations for high utilizer of ED and inpatient services is part of the Continuum of Care focus. Specific to MAT induction in hospitals, a barrier with past efforts to begin this practice has been timely follow up when induction occurs with a weekend gap that outpatient providers could not bridge. The CRC is planned to have a 16-bed withdrawal management unit with 24/7 access. Use of this facility to solve the follow up gap is being worked on.

→ **Optional: Link to The Board's Strategic Plan:**

*As of February 2023*

- <https://mharslc.org/wp-content/uploads/2022/06/MHARS-2021-2023-Strategic-Plan.pdf>

→ **Optional: Link to Other Community Plans:**

*As of February 2023*

- <https://drive.google.com/file/d/1qaRgWiS2Pwk3VD4Iks1AplQ2yD7xC-IM/view>
- <https://www.mercy.com/about-us/mission/giving-back/community-health-needs-assessment>



## CAP Assessment Highlights

As part of the CAP Assessment process, the Board was required to consider certain elements when conducting the assessment. Those elements included identifying community strengths, identifying mental health and addiction challenges and gaps, identifying population potentially experiencing disparities, and how social determinants of health are impacting services throughout the board area. The Board was requested to take these this data and these elements into consideration when developing the CAP Plan.

### → **Most Significant Strengths in Your Community:**

- Collaboration and Partnerships
- Engaged Community Members
- Creativity and Innovation

### → **Mental Health and Addiction Challenges:**

#### ***Top 3 Challenges for Children Youth and Families***

- Mental, Emotional, and Behavioral Health Conditions in Children and Youth (overall)
- Youth Marijuana Use
- Adverse Childhood Experiences (ACEs)

#### ***Top 3 Challenges for Adults***

- Adult Serious Mental Illness
- Adult Suicide Deaths
- Drug Overdose Deaths

#### ***Populations Experiencing Disparities***

- People with Low Income or Low Educational Attainment, Residents of Rural Areas, Black Residents, Hispanic Residents, Veterans, LGBTQ+, People Who Use Injection Drugs (IDUs), People Involved in the Criminal Justice System

## CAP Assessment Highlights Cont.

### → **Mental Health and Addiction Service Gaps:**

#### ***Top 3 Service Gaps in the Continuum of Care***

- Mental Health Treatment Services
- Mental Health Workforce
- SUD Treatment Workforce

#### ***Top 3 Access Challenges for Children Youth and Families***

- Unmet Need for Mental Health Treatment
- Lack of Child Screenings: Developmental
- Lack of Follow-Up Care for Children Prescribed Psychotropic Medications

#### ***Top 3 Challenges for Adults***

- Unmet Need for Mental Health Treatment
- Lack of Follow-Up After Hospitalization for Mental Illness Challenges
- Lack of Follow-Up After ED Visit for Substance Use

#### ***Populations Experiencing Disparities***

- People with Low Income or Low Educational Attainment, People with a Disability, Residents of Rural Areas, Black Residents, Hispanic Residents, LGBTQ+, Immigrants, Refugees or English Language Learners, People Involved in the Criminal Justice System

### → **Social Determinants of Health:**

#### ***Top 3 Social and Economic Conditions Driving Behavioral Health Challenges***

- Violence, Crime, Trauma, and Abuse
- Stigma, Racism, Ableism, and Other Forms of Discrimination
- Family Disruptions (divorce, incarceration, parent deceased, child removed from home, etc.)

#### ***Top 3 Physical Environment Conditions Driving Behavioral Health Challenges***

- Lack of Affordable or Quality Housing
- Lack of Transportation
- Food Insecurity

#### ***Populations Experiencing Disparities***

- People with Low Incomes or Low Educational Attainment, People with a Disability, Residents of Rural Areas, Black Residents, Hispanic Residents, Immigrants, Refugees or English Language Learners, People Who Use Injection Drugs (IDUs),

People Involved in the Criminal Justice System

→ **Optional: Link to Other Community Assessments:**

*As of February 2023*

- [https://www.loraincountyhealth.com/files/CHA2022\\_FINAL\\_linked.pdf](https://www.loraincountyhealth.com/files/CHA2022_FINAL_linked.pdf)
- <https://insight.livestories.com/s/v2/overdose-mortality-report-2022/0ba91010-0e43-404d-98d9-46442c023f4b>



## **Ad Hoc Disparities Committee FY23 Overview**

<b>Hispanic Heritage Month Celebration</b> Eliminating Disparities and Building Equity: A Social Justice Lens <b>Speaker event</b>	<b>Tonya Birney</b>
<b>The Confess Project – discussion and planning</b> \$28,000 total funding braided with Community Foundation grant and Suicide Prevention Coalition for training for barbershops as community engagement.	<b>Rebecca Jones</b>
<b>The Suicide Prevention Coalition</b> Communities of Color Subcommittee Reestablished	<b>Rebecca Jones</b>
<b>Planning Speaker presentation <u>We Don't Talk About This: Suicide in the Black Community</u></b> Dr. Josephine Ridley	
<b>Galilean Theological Institute Update review of FY22</b> Metrics and impact Dr. Felix Muniz and Danny Castro. FY23 \$10,000 funding for workforce development and employment placement	<b>Tonya Birney</b>
<b>Community Assessment Plan (CAP)</b> Overview and input regarding disparities work in CAP	<b>Mark Johnson</b>
<b>Disparities Action Plan</b> Review of goals in line with Strategic Plan	<b>Mark Johnson</b>
<b>Community Collective Impact Model for Change</b> Planning and Implementation Grant received to support work with Health Equity Taskforce. Brings in line and with MHARS partnership:	<b>Tonya Birney</b>
<b>Health Equity Task Force Strategic Plan</b> <b>Lorain County Racial Equity Agenda</b> <b>Partnered with Lorain County Public Health leading to a Collective Impact Summit August 2023</b>	
<b>Crisis Counseling Assistance and Training Program</b> <b>Regular Services Program (CCP-RSP)</b> Stigma reduction, awareness and access/navigation in black and brown communities	<b>Mark Johnson</b>
<b>Exploration/confirmation of AA supports for those incarcerated at Lorain County Sheriff's Office</b>	
<b>Discussion of support and opportunities to partner with UMADAOP</b>	

## **Ad Hoc Disparities Committee FY23 Overview**

**Discussion and support for a program to mirror Galilean Theological Institute in the black community**

**Trainings and workshops promoted/sponsored:**

Suicide Prevention in the Black Community

**Mark Johnson**

Racial Equity Center Race Forward

**Tonya Birney**

Racial Equity Institute – Groundwater Training

**Rebecca Jones**

**Gaps in the Behavioral Health Care System for Racial and Ethnic Minorities**

Speaker – Mental Health and Addiction Advocacy Coalition Joan Englund

**Article review: 5 Meaningful Ways to Embrace Black Mental Health**

**Sponsorship of 25<sup>th</sup> Annual Hispanic Leadership Conference**

Full day of workshops and events focused on behavioral health

**Our Mental Health Matters:**

**Regan Phillips**

**Addressing Health Disparities in the Black Community**

\$1,000 Culturally relevant. Lorain County specific video to reduce stigma, and increase engagement

**LGBTQ+ Taskforce**

**Rebecca Jones**

\$1,000 Sponsorship

## FY23 Board of Directors' Self-Evaluation Survey Results

1-1 - How many years have you served on the MHARS Board (established 2019)?



2-1 - Did you serve on the former Lorain County Board of Mental Health or former Alcohol and Drug Addiction Services Board of Lorain County?



2-1a - If you served on the former Lorain County Board of Mental Health, how many years did you serve?

If you served on the former Lorain County Board of Mental Health, how many years did you serve?

Just over 8 years as of MHARS Board initial meeting July 31, 2019

1

2 until merger

8

## 2-1b - If you served on the former ADAS Board, how many years did you serve?

If you served on the former ADAS Board, how many years did you serve?

2 years.

5 years

4

4 i think

## Likert Scale

Field	Median
1. The Board respects and upholds the organization's mission. (Mission: The mission of the Board is to improve the well-being of all members of our community by planning for, establishing and maintaining an effective, efficient and quality system of mental health, addiction and recovery services for Lorain County).	1.00
2. The Board assesses the performance of the organization against the mission, strategic plan and its key program objectives.	2.00
3. The Board is adequately enforcing the stated policies on attendance and participation in meetings.	3.00
4. The Board oversees the performance of the Executive Director, including conducting an annual performance review.	2.00
5. The Board provides its members with sufficient education, training, professional and leadership development opportunities.	2.00
6. The Board's process for nominating officers is clear and functions properly.	2.00
7. The Board contains diverse expertise and experience to make it an effective governing body.	2.00
8. The expectations for Board members are clearly defined and adequately communicated.	2.00
9. There are adequate opportunities for Board Members to advocate with state and federal officials, as well as members of the community to advance the Board's mission.	2.00
10. The Board has established a climate of trust and respect between the Board and the Executive Director.	2.00
11. The Board annually reviews the MHARS Board Operating Budget.	1.00
12. The Board receives and reviews the monthly financial reports.	1.00

13. Board of Directors are familiar with their bylaws.

2.00

## Likert Scale Comments

3. The Board is adequately enforcing the stated policies on attendance and participation in meetings. -	5. The Board provides its members with sufficient education, training, professional and leadership development opportunities. -	11. The Board annually reviews the MHARS Board Operating Budget. -	13. Board of Directors are familiar with their bylaws. -	15. Board and committee meetings are well organized, productive and make good use of Board members' time. -
The participation rules are not well observed by the current officers.	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	I feel Board and Committee meeting are productive and well organized. I feel some Board Members on committees have worked against the committee and not for specifically in the Ad Hoc Disparities Committee.
some board members are habitually absent from board and committee meetings. they promised they would attend both when they were appointed.	we need to do better in this area.	i do not believe that all members do so.	i think a copy of the by laws should be at each member's spot during meetings.	N/A
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A



N/A

N/A

N/A

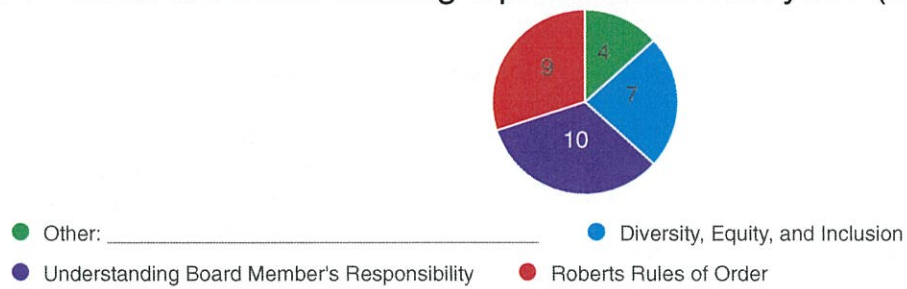
N/A

N/A

4-1 - Are you in favor of the current consent agenda as constituted?



5-1 - What are some training topics that interest you? (choose below)



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## Executive Director Report

June 27, 2023

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### **Crisis Receiving Center Project:**

June 12<sup>th</sup> project team met with Police Chiefs and Safety Directors on the CRC project. Feedback from our first meeting with this group was incorporated into the conceptual design and no further recommendations on the 12<sup>th</sup> noted on the final design. There were questions regarding the CRC policy, procedures and protocols which supports the need to work through some of the programmatic details of the project.

### **Collective Impact Coalition**

As partners in this endeavor, the aim to increase our local capacity to provide stability and more specific services to address health inequities among underserved and marginalized communities targeting Elyria, Lorain, Oberlin, and Wellington. The task at hand is to get buy-in from other stakeholders and coalition leaders to align and work together. We will do this by holding our first Social Determinants of Health (SoDH) Summit on August 10, 2023 and documenting our proof of alignment and collaboration.

Although a significant undertaking, we have federal, state, and local support as we bridge the gap. We have the right partners at the table to do this work:

Communities that Cares

Lorain County Public Health

Mental Health, Addiction Recovery Services Board of Lorain County

Rural Response Network

YWCA & the Lorain County Racial Equity Center

Lorain County Urban League

Education Services Center of Lorain County

Children and Families First Council of Lorain County

### **Ohio's 2023 Opiate Conference**

The Ohio Association of County Behavioral Health Authorities Foundation, in partnership with the Ohio Department of Mental Health & Addiction Services and the Ohio Department of Rehabilitation & Correction, hosted Ohio's 2023 Opiate and Other Drugs Conference on June 5-6, 2023 in downtown Columbus. The two-day conference focused on opiates, stimulants, and other substance use disorders, specifically on efforts related to prevention, education, intervention, treatment, recovery, family supports, community engagement, and more. Michael Doud, Dan Urban, Mike Babet, Jinx Mastney and Tonya Birney presented the program: *Recovery Supports and Tools for Families Suffering from a Loved One's Addiction*

### **Suicide review board established**

The Lorain County Board of Commissioners gave Lorain County Public Health the go-ahead to establish and administer a Suicide Fatality Review Board to review the number and causes of suicide in Lorain County. The Suicide Fatality Review Board will be made up of Health Commissioner Mark Adams; the county commissioners; the Lorain County sheriff; the county coroner; a physician in medical or surgical practice; and Mental Health, Addiction and Recovery Services Board of Lorain County Executive Director Michael Doud or persons they designate.

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## **Executive Director Report**

**June 27, 2023**

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### **Opioid Overdose Exercise Tabletop**

The Opioid Tabletop Exercise took place at Lorain County Public Health on Thursday, June 15. This exercise involved multiple partners going step by step through a multi-tiered mock overdose anomaly event. Participants will be discussing the responsibilities and roles of their respective agencies and identify the current processes, procedures, gaps and potential improvements in emergency response in our county. Amanda Divis served on the planning committee and participated in the exercise along with Rick Sherlock and Peggy Baron.

### **Broadway Commons: Supportive Housing Project**

The proposed supportive housing facility at East 21st Street and Broadway will head to Lorain City Council Building & Lands & All of Council Committee, Mary Spingowski, Chm. on June 26, with recommending approval of the preliminary site plan. Wednesday, June 7<sup>th</sup>, Dr. Hope Moon and Michael Doud provided public comment in support of this project. Also, the MHARS Board has supported the project with 250k in partnership with OhioMHAS 750k toward construction.

### **UPCOMING TRAININGS AND OUTREACH:**

6/29&30 – MHFA Community Training at ALC 12:30-5:00pm

8/10 – Social Determinants of Health Summit at Antlers Ballroom

8/19 – Board of Directors' Retreat at ALC



**BOARD MEETING – CONSENT AGENDA – June 27, 2023**  
**(RESOLUTION No. 23-06-02)**

*Once the motion has been received to approve the consent agenda the chairman opens the floor for any questions from the board members. During this time, board members may ask questions or request items be removed from the consent agenda for further discussion. If any items were removed from the consent agenda the chairman will determine where on the agenda those items will be discussed.*

**Executive Committee:**

1. ~~Recommendation – Approval of up to \$4,508,705 toward the construction cost of the Lorain County Crisis Receiving Center (LCCRC) with the understanding this amount is subject to reduction from future state and/or federal funding awards. The Board approves this project with an assurance of intent to support and to fund the Applicant's program consistent with the application and, in addition, to annually monitor the program and operations of the facility to assure compliance.~~ **RESOLUTION No. 23-06-03 C**
  - Item removed per Daniel Urbin. Item moved to New Business.

**Finance Committee:**

1. Recommendation – Approval of the MHARS Board FY23 Financial Statements for the period ended May 2023 **RESOLUTION No. 23-06-04 C**
2. Recommendation – Approval of the MHARS Board Listing of Expenses for May totaling \$1,294,102.96 **RESOLUTION No. 23-06-05 C**

**© = Consent Agenda by the Board Chair**

**C = Consent Agenda by the Committee Chair**

## PURCHASE AGREEMENT (COMMERCIAL)

The undersigned Seller(s) and Buyer(s) agree to enter into a Purchase Agreement on the following terms and conditions for the sale of the real property listed below. BUYER AND SELLER ARE RESPONSIBLE FOR THEIR OWN ATTORNEY FEES INCURRED, IF ANY.

Real Property Permanent Parcel No(s): 02-02-005-105-011  
Street Address: 4950 Oberlin Avenue  
City, State, Zip Code: Lorain, OH 44053

Chattels to be included: *(attach additional pages if necessary)*

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Fixtures to be removed: *(attach additional pages if necessary)*

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Earnest Money Amount:	\$1000.00
Down Payment Amount:	\$38000.00
Financing Amount:	\$149000.00
Sale Price:	\$190000.00

Lender and/or Source of Financing:  
Name: Buckeye Community Bank  
Address: 105 Sheffield Center, Lorain Oh 44055  
Phone: 440-233-8800

Additional terms and conditions of financing:

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Seller(s) Name:	Buyer(s) Name: HSM Investment Property
Address:	Address:
Phone:	Phone:
Attorney Name:	Attorney Name:
Address:	Address:
Phone:	Phone:

**CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or title company on or before 07/27/2023, and title shall be transferred on or about 07/28/2023.

**TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except (a) those created by or assumed by BUYER; (b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property; (c) those specifically set forth in this contract; (d) zoning ordinances, if any; (e) legal highways; and (f) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Chicago Title ACT (title company) in the amount of the purchase price with cost split equally between SELLER and BUYER and if the property is Torrenized, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. BUYER shall pay any additional costs incurred in connection with mortgage title insurance issued for the protection of BUYER'S lender. If BUYER desires a survey, BUYER shall pay the cost thereof. If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in this contract, SELLER, shall, with thirty (30) days after a written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception thereof. In the event SELLER is unable to remedy or insure against the defect within the thirty (30) day period, the BUYER may declare this contract null and void.



## PURCHASE AGREEMENT (COMMERCIAL)

**CHARGES/ESCROW INSTRUCTIONS:** SELLER shall pay the following costs through escrow: (a) real estate transfer tax, (b) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, (c) prorations due BUYER, (d) broker's commission, and (e) one half of the escrow fee.

SELLER shall pay directly all utility charges to the date of title transfer or date of possession whichever is later. The escrow agent shall withhold \$200.00 from the proceeds due SELLER for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER. SELLER is responsible for their own attorney fees incurred in the preparation, review, approval and completion of this sale.

BUYER shall pay the following through escrow (a) one-half of the escrow fee (b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; (c) all recording fees for the deed and any mortgage. BUYER shall secure new insurance on the property.

**LEASES AND DEPOSITS:** If applicable, SELLER(s) agrees to provide BUYER(s) with a copy of all leases and written verification of all rental deposits held by SELLER(s). These documents will be attached as exhibits to the final Purchase Agreement prepared by attorneys for the parties. Rents and operating expenses shall be prorated and security deposits shall be transferred to Buyer, as of the date of closing.

**INSPECTION CONTINGENCIES:** This Purchase Agreement is contingent on the following selected inspections. SELLER shall cooperate in making the property reasonably available for such inspections(s). After receipt of each inspection report, BUYER shall have the right to elect between accepting the property in its "as is" present physical condition or to terminate this Agreement. BUYER shall make this election within three days after receipt of each inspection report. If BUYER is not, in good faith, satisfied with the condition of the property as disclosed by such inspection(s), BUYER may terminate this contract by delivering written notice of such termination to SELLER, along with a written copy of such inspection report(s), within the time period specified above, such notice and report(s) shall specify the unsatisfactory conditions. After each inspection BUYER agrees to restore the property to its condition prior to inspection. Further, BUYER agrees to indemnify and hold SELLER, Broker and its agents harmless for any and all damages caused by such inspection(s).

☐ **SOIL INSPECTION:** BUYER shall have the right to hire a qualified professional soil consultant and/or engineer to inspect, examine and report on the soil condition of the property within \_\_\_\_\_ days after acceptance of the contract.

☐ **ENVIRONMENTAL INSPECTION:** BUYER and BUYER'S lender shall have the right to hire qualified, professional environmental consultant to enter the premises to conduct, at the expense of the BUYER, an environmental site assessment within \_\_\_\_\_ days of acceptance of the contract. If such assessment is obtained and the consultant recommends further inspection to determine the extent of suspected contamination or recommends remedial action, the BUYER, at BUYER'S option, may notify the SELLER in writing, within the above specified period, that the contract is null and void.

☒ **PROPERTY INSPECTION:** BUYER at BUYER'S expense, shall have 7 days after acceptance of the contract to have the property and all improvements, fixtures and equipment inspected.

☐ **WATER POTABILITY:** BUYER shall have the right to hire a qualified professional contractor or hydrologist to inspect, examine and report on the potability of the water for the property within \_\_\_\_\_ days after acceptance of the contract.

**OTHER CONTINGENCIES:** This purchase agreement is contingent on the following selected terms:

☐ BUYER reviewing and approving of the Declarations, By-Laws and Regulations that encumber this property within \_\_\_\_\_ days after acceptance.

☐ BUYER obtaining the necessary sewer permits to develop the land for its intended use within \_\_\_\_\_ days after acceptance.

☐ BUYER obtaining a variance from the current zoning classification of \_\_\_\_\_ to \_\_\_\_\_ within \_\_\_\_\_ days after acceptance.

☐ BUYER'S attorney review and approval within \_\_\_\_\_ days of acceptance.

☐ SELLER'S attorney review and approval within \_\_\_\_\_ days of acceptance.

☒ **Other contingencies:**

Any other inspection deemed necessary by Property Inspector.

## PURCHASE AGREEMENT (COMMERCIAL)

**ENVIRONMENTAL MATTERS:** Keller Williams Citywide \_\_\_\_\_ and its agents in this transaction have no expertise with respect to environmental matters. Keller Williams Citywide \_\_\_\_\_ will not investigate the physical condition of the property or the soil. Keller Williams Citywide \_\_\_\_\_ recommends that the BUYER retain the services of qualified inspectors to discover and reveal the condition of the property and soil. BUYER(s) maintain full responsibility to determine the condition of the property, the stability of the soil and the existence of any environmental hazards and agree(s) to indemnify and hold Keller Williams Citywide \_\_\_\_\_ and its agents harmless for any and all claims, demands, causes of actions or damages, including but not limited to the direct payment of all legal fees incurred by Keller Williams Citywide \_\_\_\_\_

**POSSESSION:** Possession shall be given, subject to tenants' rights as tenants, upon closing.

**RENTALS AND OTHER PRORATIONS AND SECURITY DEPOSITS:** Rents and operating expenses shall be prorated and security deposits shall be transferred to BUYER, as of the date of closing.

### OTHER TERMS AND CONDITIONS OF INSPECTIONS:

**BUYER'S EXAMINATION:** BUYER IS RELYING SOLELY UPON HIS OWN EXAMINATION OF THE REAL ESTATE AND INSPECTIONS HEREIN REQUIRED, IF ANY, FOR ITS PHYSICAL CONDITION, CHARACTER, AND SUITABILITY FOR BUYER'S INTENDED USE AND IS NOT RELYING UPON ANY REPRESENTATIONS BY THE BROKER(S), EXCEPT FOR THOSE MADE BY BROKER(S) DIRECTLY TO THE BUYER IN WRITING.

**SELLER INDEMNITY:** SELLER agrees to defend, indemnify and hold harmless Broker(s) and their agents and employees for any cost or liability that may be incurred by or imposed on Broker(s) for any breach by seller of any representation of warranty or for any misrepresentation or concealment of fact by SELLER in connection with the property.

### COMMISSIONS: (Check appropriate boxes)

☒ SELLER(S) agrees to pay Keller Williams Citywide \_\_\_\_\_ a commission of \_\_\_\_\_% of the gross sales commission price of (\$185000.00) at the time of title transfer from SELLER(S) proceeds of sale.

☒ SELLER(S) agrees to pay KW Citywide \_\_\_\_\_ (cooperating broker) a commission of per list \_\_\_\_\_% of the gross sales price (\$ \_\_\_\_\_) at the time of title transfer from SELLER(S) proceeds of sale.

☐ BUYER(S) agrees to pay Keller Williams Citywide \_\_\_\_\_ a commission of \_\_\_\_\_% of the gross sales price of (\$ \_\_\_\_\_) at the time of title transfer and irrevocably instructs escrow agent to pay this commission from SELLER(S) proceeds of sale.

☐ BUYER(S) agrees to pay \_\_\_\_\_ (cooperating broker) the gross sales price of (\$ \_\_\_\_\_) at the time of title transfer

This document shall be used as irrevocable escrow instructions to authorize the escrow agent to pay the commission as instructed above.

Real estate taxes and assessments are subject to retroactive change by governmental authority. The real estate taxes for the property for the current tax year may change as a result of the transfer or as a result of a change in the tax rate.

### ADDITIONAL TERMS AND CONDITIONS:

### AGREED, ACKNOWLEDGED & APPROVED BY:

*Robert Loescher*  
dollop verified  
06/19/23 7:18 AM EDT  
BFNAJ3DC8MTV-FGSK  
 \_\_\_\_\_  
 (BUYER) (DATE)

*Michael Dond*  
dollop verified  
06/19/23 5:42 PM EDT  
BDMX-XSFZ-PW2C-RUR  
 \_\_\_\_\_  
 (SELLER) (DATE)

### EXTENSION: BUYER and SELLER agree to extend the termination date to:

\_\_\_\_\_  
 Buyer's Initials Date

\_\_\_\_\_  
 Seller's Initials Date