

OHIO DEPARTMENT OF DEVELOPMENTAL DISABILITIES

Contract

Fiscal Year 2011

AMOUNT: \$ 100,000

THE PARTIES ARE, **Ohio Provider Resource Association**, hereinafter called "CONTRACTOR" and the **Ohio Department of Developmental Disabilities**, hereinafter called "DEPARTMENT".

WHEREAS, The Department of Developmental Disabilities [DODD] has established a goal of improving the processes and outcomes for the function of service and support administration [SSA] and Program Management in residential and day program settings; and

WHEREAS, the OPRA/APSI/Superintendent Association Relationship Committee [Committee] is uniquely situated to provide the analysis and recommended tools to achieve the DODD's goal,

NOW THEREFORE, the parties agree as follows:

1. **Term:** This contract is effective **15 July, 2010** through **30 June, 2011** unless terminated prior thereto pursuant to Sections 5 or 6. Services shall not begin until CONTRACTOR receives OBM approved Purchase Order.
2. The CONTRACTOR is required to:

I. OBJECTIVES

- Improve the practice and methods of SSA and Program Management;
- Attain greater consistency of SSA and Program Management throughout the state;
- Enhance the ability of SSA's and Program Managers to encourage individuals and families in assessment, service planning and service coordination; and
- Distinguish and clarify the roles of Program Managers and SSA's.

II. METHODS

- A steering committee, including a representative from DODD, APSI and ARC, will select a consultant to conduct the detailed work of the project. From a volunteer pool of county boards and providers, this committee will select at least five areas of the state where the SSA and Program Management functions are most effective;
- Schedule focus groups of individuals, SSA's and Program Managers in those selected areas with particular emphasis on individual/family engagement in the service planning and delivery process;
- Identify existing training modules which support best practice of SSA and Program Management.

III. DELIVERABLES

- Develop a work plan that details the execution of the deliverables on this contract, referencing the methods delineated in the Scope of Work with timelines.
- Craft a statement of best practice for SSA's and Program Managers, including guidelines for individual and family engagement.
 - Payment of \$20,000 upon receipt of an approved work plan and the Statement with work documents

- In consultation with families and individuals, identify the elements of existing training modules which use a variety of media tools for delivery and which would serve as a consistent, statewide curriculums promoting best practices identified above. Identify any gaps in the curriculums with a description of what is needed for future curriculum development.
 - Payment of \$30,000 upon receipt of report on SSA/Program Management Training including:
 - Currently available options with analysis of strengths and weaknesses of available curricula
 - Gap analysis of current curricula options
 - Description of and recommendations for future curriculum development
- Issue a position paper distinguishing and clarifying the roles of SSA and Program Manager with recommendations on achieving the most efficient and effective practice for each.
 - Payment of \$20,000 upon receipt of Position Paper
- Identify skills and experiences that are most important for SSA's and Program Managers.
 - Payment of \$20,000 upon receipt of a Report of identified skills with recommendations connecting these skills with the curricula analysis above
- Recommend policy, rule or statute changes.
 - Payment of \$10,000 upon receipt of Recommendations

The CONTRACTOR is required to submit a valid invoice on letterhead for the compensation incurred consistent with this Section, within twenty (20) days of the completion of the deliverable items listed above. Each invoice shall contain the following information:

- a. a description of the services performed and hours worked per service;
 - b. date of the services rendered;
 - c. itemization of the service performed;
 - d. a total for the invoice;
 - e. vendor's name and address
 - f. Department's name
 - g. an attestation that the information contained in the invoice is accurate and true; and
 - h. a signature of an authorizing agent of the Contractor.
3. The DEPARTMENT agrees to pay Contractor within thirty (30) days of receipt and approval of the invoice.
 4. This Contract can only be modified by written/signed agreement of both parties. Any revisions shall be set up as an amendment to this Contract and shall be given to both parties for signature.
 5. The DEPARTMENT reserves the right to terminate this Contract in the event that the specified services are not provided in a timely and qualitative manner.
 6. This Contract is subject to the availability of funds allocated to the DEPARTMENT. If funds designated for this Contract become unavailable during the tenure of this Contract, the DEPARTMENT'S obligations under this Contract expire. The obligations of the State of Ohio under this Contract are subject to the determination by the Director of the Ohio Department of Developmental Disabilities that sufficient funds have been appropriated by the Ohio General Assembly to the Ohio Department of Developmental Disabilities for the purposes of this contract and to the certification of the availability of such funds by the Ohio Director of Budget and Management as required by Section 126.07 of the Ohio Revised Code.
 7. Pursuant to Ohio Revised Code Section 125.111, Contractor shall maintain a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services.
 8. The parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The parties shall make a good faith effort to ensure that all of their employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

9. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect, leaving the remaining provisions intact.
10. The terms and conditions set forth in this contract constitute the entire understanding between the parties with respect to the matter contained herein and supersede all prior contracts and representations whether written or oral. This contract may not be modified except in writing signed by authorized representatives of all parties.
11. Pursuant to Ohio Revised Code Section 125.111, CONTRACTOR agrees that CONTRACTOR, any subcontractor of CONTRACTOR, and any person acting on behalf of CONTRACTOR or any subcontractors of CONTRACTOR, will not discriminate, by reason of race, color, religion, sex, age, handicap, national origin, sexual orientation, Vietnam-era veteran status or ancestry against any person qualified and available to perform the work under this Contract.
12. CONTRACTOR, by signature on this Contract, certifies that CONTRACTOR is currently in compliance and will continue to comply with the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code.
13. CONTRACTOR, by signature on this Contract, certifies that CONTRACTOR is currently in compliance and will continue to comply with Ohio Elections law, Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code.
14. No relationship of employer and employee is created by this contract. CONTRACTOR will act hereunder as an independent contractor with no claim under this Contract or otherwise against DEPARTMENT or the State of Ohio for business expenses, travel expenses, vacation pay, sick pay, retirement benefits, workers compensation, or disability or unemployment insurance benefits or employee benefits of any kind. CONTRACTOR is not eligible to participate in any employee benefit or retirement plans offered by DEPARTMENT or the State or Ohio. DEPARTMENT shall withhold no payroll or employment taxes of any kind
15. CONTRACTOR warrants that it is not subject to an "unresolved" finding for recovery under Section 9.24 of the Ohio Revised Code. If the warranty is deemed to be false, this Contract is void ab initio and CONTRACTOR must immediately repay to the State of Ohio any funds paid under this Contract.
16. Contractor ☐ IS or ☒ IS NOT a "business associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45CFR160.03. If Contractor is a business associate then Contractor shall comply with Addendum A.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, as of the day and year first written above.

John Martin
Ohio Department of Developmental Disabilities
Director

By:  _____

Date: 8/11/10

Mark Davis
Ohio Provider Resource Association
Executive Director

By:  _____

Date: 8/11/10