DSP EMPLOYMENT CONNECTIONS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is by and between the Licking County Board of Developmental Disabilities, hereinafter referred to as the “Board”, 116 N. 22nd Street, Newark, OH 43055, and the NAME OF PROVIDER, hereinafter referred to as the “Participating Provider Agency”, ADDRESS OF PROVIDER.

WITNESSETH

WHEREAS, the Board has experience in providing the support sought by the Participating Provider Agency; and

WHEREAS, the Participating Provider Agency wishes to utilize the Board’s supports and abilities during the term of this agreement, and the Board is willing to offer such support upon the terms and conditions in this agreement; and

NOW, THEREFORE, in consideration of the covenants, terms, and conditions set forth herein, the parties hereto agree, as follows:

ARTICLE I. TERMS OF AGREEMENT

The term of this contract shall be from January 1, 2018 through and including December 31, 2018.

ARTICLE II. RELATIONSHIP OF PARTIES

The relationship between the Board and the Participating Provider Agency during the term of this agreement shall be that of independent agencies. Each party is, and shall continue to be, an independent entity. Neither party is an agent, employee, or servant of the other.

ARTICLE III. PURPOSE

This Licking County Board of Developmental Disabilities supports provider agencies in Licking County by offering to perform initial screenings of Direct Service Professional (DSP) applicants for employment eligibility only and should not to be construed as the provider of record. The participants of this program agree to work cooperatively to achieve the goal of:

1. Marketing and screening qualified DSP applicants to reduce costs associated with onboarding a DSP for participating provider agencies.
2. By reducing costs, Participating Provider Agencies may invest those savings into DSP retention efforts to include, but not limited to, training, increased wages/benefits, and longevity bonuses.
3. In turn, these measures will reduce turnover and aid in creating and maintaining a solid foundation of staff that leads to better outcomes and quality services for individuals supported.

ARTICLE IV. COVENANTS OF THE PARTIES

1. The Board is responsible for offering the following:
	1. Market DSP Employment Connections program to the community in an effort to attract applicants;
	2. Conduct timely screening of Direct Support Professional (DSP) applicant for employment eligibility in accordance with Ohio Administrative Code Section 5123:2-2-02 utilizing the screening tool approved by Participating Provider Agencies;
	3. Provide proof of a five panel drug screening;
	4. Provide proof of criminal background checks through the Bureau of Criminal Identification & Investigation for any applicants screened through the Board’s DSP Employment Connections program in accordance with Ohio Administrative Code 5123:2-2-01 and Ohio Revised Code 5123.081. Any applicant who is in a direct service position is required to report, in writing, to the Participating Provider Agency if the applicant is ever formally charged with, convicted of, or pleads guilty to any of the offenses listed in Division (E) of Section 5123:2-2-02 of the Ohio Administrative Code no later than fourteen (14) calendar days after the date of such charge, conviction, or guilty plea;
	5. Assure that no applicant screened through the DSP Employment Connections program, as defined in Division (C) of Section 5123.50 of the Revised Code are listed on the Abuser Registry and the Office of the Inspector General Felony check pursuant to Sections 5123.50; 5123.081; 109.572 of the Revised Code, and 5123:2-2-01 of the Ohio Administrative Code;
	6. Assure that no applicant screened through the DSP Employment Connections program, as defined in Division (C) of Section 5123.50 of the Revised Code are listed on the Nurse Aide Registry established under Section 3721.32 of the Revised Code indicating that the Director of the Ohio Department of Health has made a determination of abuse, neglect or misappropriation of property of a resident of a long term care facility or residential care facility by the person;
	7. Verify each applicant’s possession of a high school diploma or general education diploma;
	8. Inform employment eligible applicants of open DSP positions absent influence or prejudice in order to allow eligible applicants to select which agency(ies) they wish to have their application forwarded to;
	9. Provide follow-along services, as well as, exit interviews to DSPs screened through this program to obtain data and inform retention efforts of the Board and Participating Provider Agency.
2. The Participating Provider Agency is responsible for the following:
	1. Maintain eligibility to participate in the DSP Employment Connections by being an active Licking County provider agency defined as serving four or more individuals supported by the Licking County Board of Developmental Disabilities;
	2. Utilize DSPs screened through the DSP Employment Connections program for the purpose of supporting individuals with developmental disabilities in Licking County;
	3. Communicate open DSP positions to the Board in the manner designated by the Board if the provider agency wishes to have the Board recruit for open positions;
	4. Request an additional five-panel drug screening to coincide with the timeline set forth in the Participating Provider Agency’s policy;
	5. Facilitate the Board’s efforts to provide follow-along services, as well as, exit interviews to DSPs screened through this program to obtain data and inform retention efforts of each party;
	6. Maintain agency certification and assure staff providing services obtain and maintain all elements of certification in accordance with Ohio Administrative Code 5123:2-2-01 (Provider Certification Rule). The Board is only required to certify its own employees and does not certify the applicants of participating provider agencies. Any applicant who is in a direct service position is required to report, in writing to the Participating Provider Agency if the applicant is ever formally charged with, convicted of, or pleads guilty to any of the offenses listed in Division (E) of Section 5123:2-2-02 of the Ohio Administrative Code no later than fourteen (14) calendar days after the date of such charge, conviction, or guilty plea;
3. The Participating Provider Agency retains their right to the following:
	1. Select which services offered through this program they wish to receive;
	2. Change the program services selected at any time;
	3. Market and recruit DSPs directly to their agency;
	4. Choose whether to interview and hire interested applicants;
	5. Determine what retention efforts to invest the cost-savings resulting from participation in the DSP Employment Connections program.

ARTICLE V. ACKNOWLEDGMENT OF THE BOARD

The Participating Provider Agency's letterheads, advertisements, brochures and website shall include the Board's Community Partner logo or a statement that the Participating Provider Agency is a community partner of the Licking County Board of Developmental Disabilities.

A window cling provided by the Board should be displayed at the entrance of each location of business.

A window cling, bumper sticker, and/or magnet provided by the Board needs to be on each Participating Provider Agency’s vehicle that is used to provide services funded in part by the Board.

The Participating Provider Agency will make every effort to utilize marketing materials provided by the Board.

Questions regarding the LCBDD community partner logo, statement acknowledging funding by the Board, or requests for additional window clings, or other marketing materials should be directed to:

LCBDD Public Information Officer

Phone: 740.349.6588

ARTICLE VI. MODIFICATION, RENEWAL AND TERMINATION

1. Modifications This agreement, including, without limitation, the term, may be modified by the mutual consent of the parties in writing.
2. Termination Either party may withdraw from said agreement by providing to the other party written notice of their intent to withdraw. Said written notice must be served to the other party at least ninety (90) days prior to the effective date of withdrawal. This agreement may be terminated by the Board without the requirement for a ninety (90) day notice under the following circumstances:
	1. Provider agency loss of required certification and/or accreditation;
	2. Serious and imminent risk to the health or safety of
	individuals served;
	3. Bankruptcy, dissolution, receivership or other court order which
	effectively removes the provider agency from control of services;
	4. Material, uncured breaches of this agreement.
3. Non-RenewalThis agreement will not renew automatically.

ARTICLE VII. INDEMNIFICATION

The Participating Provider Agency will indemnify and hold harmless the county, the Board of DD, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Participating Provider Agency, any subcontractor to the Participating Provider Agency, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

ARTICLE VIII. MISCELLANEOUS

Non-DiscriminationPursuant to Ohio Revised Code 5126.07, the Participating Provider Agency and the Board shall not discriminate in the provision of services covered by this agreement on the basis of race, color, sex, creed, disability, national origin, or the inability to pay.

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

THE LICKING COUNTY BOARD OF

DEVELOPMENTAL DISABILITIES

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Jason Umstot, Superintendent/CEO DATE

PARTICIPATING PROVIDER AGENCY

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Executive Director DATE