

RESOLUTION APPROVING FY23 NON-BEHAVIORAL HEALTH SERVICE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY MENTAL HEALTH AND RECOVERY SERVICES BOARD AND THE ASHTABULA COUNTY JUVENILE COURT FAMILY DRUG COURT

WHEREAS, Karen Capstick from Juvenile Court, has presented an agreement for the approval of the Board, to-wit:

Scope: agreement to provide funding for the provision of a Family Drug Court Coordinator or other administrative duties through the Addiction Treatment Program and Specialized Dockets allocation funded by the Ohio Department of Mental Health and Addiction Services

Parties: Ashtabula County Mental Health & Recovery Services Bd., 4817 State Rd., Ashtabula, OH 44004
Ashtabula County Juvenile Court, 3816 Donahoe Drive, Ashtabula, OH 44004
Ashtabula County Board of Commissioners, 25 W. Jefferson St., Jefferson, OH 44047

Cost: No cost to the county, will receive \$55,000.00

Term: retroactive to July 1, 2022 through June 30, 2023; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-384

August 16, 2022

**RESOLUTION APPROVING FY23 NON-BEHAVIORAL HEALTH SERVICE
AGREEMENT BY AND BETWEEN ASHTABULA COUNTY MENTAL HEALTH AND
RECOVERY SERVICES BOARD AND THE ASHTABULA COUNTY JUVENILE
COURT FAMILY DRUG COURT**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV	Aye
Casey R. Kozlowski	Aye
Kathryn L. Whittington	Aye

CERTIFICATE OF CLERK


IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio


IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

ASHTABULA COUNTY MENTAL HEALTH AND RECOVERY SERVICES BOARD

By: 
Miriam E. Walton
Executive Director

Date: 8/5/2022

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: 
JP Ducro, President
Ashtabula County Commissioner


Date: August 23, 2022

ASHTABULA COUNTY COMMON PLEAS COURT

By: _____
The Honorable Albert Complesse

Date: _____

APPROVED AS TO LEGAL FORM:


Colleen O Toole
Ashtabula County Prosecutor
MOH 8/11/22

Date: 8/12/22

Non-Behavioral Health Service Agreement

This Agreement is by and between the Ashtabula County Mental Health and Recovery Services Board (hereinafter "MHRS Board"), 4817 State Road, Suite 203, Ashtabula, Ohio 44004, and the Ashtabula County Juvenile Court Family Drug Court, 3816 Donahoe Drive, Ashtabula, Ohio 44004 (hereinafter "FDC").

Whereas MHRS BOARD desires to provide funding to the FDC for the provision of a Family Drug Court Coordinator or other administrative duties through the Addiction Treatment Program (hereinafter "ATP") and Specialized Dockets allocation funded by the Ohio Department of Mental Health and Addiction Services (hereinafter "OMHAS").

Whereas, the FDC has agreed to and is able to provide such services as outlined by the MHRS Board and OMHAS in exchange for the funding described herein;

Whereas, MHRS Board and the FDC wish to set forth their respective and mutual responsibilities and obligations in regards to this funding arrangement.

Now, therefore, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. **Responsibilities of the Parties**

- a. The FDC agrees to fulfill the ATP duties as outlined in the OMHAS Memorandum of Understanding (hereinafter "OMHAS MOU") and participate in the ATP as described in *Attachment 1*.
- b. The FDC agrees to comply with the responsibilities and requirements set forth in *Attachment 1* in regards to the provision of such services and/or activities as it pertains to ATP OMHAS funding for Specialized Dockets and Family Drug Court staff.
- c. MHRS Board agrees to comply with the MHRS Board responsibilities described in *Attachment 1* in regards to the services provided by the FDC.
- d. The Parties shall collaborate and communicate as necessary to accomplish the goals and objectives of this Agreement.
- e. The Parties shall ensure that their respective and mutual responsibilities are carried out in a timely manner in order to permit their completion within a reasonable timeframe.
- f. The Parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state, and local laws and requirements.

2. **Financial Arrangements**

- a. MHRS Board will provide the FDC with ATP Administrative Funds and Specialized Dockets allocated funding as provided by OMHAS and earmarked for the courts according to the payment arrangements described in *Attachment 1*.
- b. The FDC will submit all required documents to the MHRS Board as described in *Attachment 1*.

- c. Invoices are to be sent via email by the FDC to the MHRS Board as outlined in *Attachment 1*.
- d. Reports for the OMHAS funding of the Specialized Dockets will be completed in Survey Monkey by the courts as outlined by OMHAS.

3. Length of Agreement

The term of this Agreement will begin on July 1, 2022, and end on June 30, 2023, unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

4. Information and Audits

Both Parties shall retain all documentation related to the provision of services under this Agreement and make such documentation available to the other Party upon request as necessary for the requesting party to fulfill its administrative and legal requirements. FDC shall comply with the audit requirements of Board or other government oversight body.

5. Relationship of the Parties

The Parties are fully autonomous and neither Party is an agent, representative, employee, or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

6. Interests and Conflict of Interest

The Parties acknowledge that as of the signing of this Agreement, neither are aware of any conflicts of interest between the Parties or in regards to the services to be provided. In the event either Party becomes aware of an issue that may be considered as a conflict of interest, such Party shall provide written notice to the other within two working days. The Parties will use reasonable and good faith efforts to obtain a mutually agreeable resolution to the issue in accordance with any and all applicable legal requirements.

7. Confidentiality

- a. Each Party agrees to protect the confidentiality of any information, learned or obtained from the other Party in the course of fulfilling the requirements of this Agreement, that is considered to be confidential under applicable law, is designated as confidential by either Party or that could be reasonably perceived to be confidential due to the sensitive nature of the information and/or the circumstances surrounding how the information was obtained or disclosed.
- b. If protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) will be disclosed to the FDC as part of this funding arrangement, the Parties shall enter into a Business Associate Agreement prior to any protected health information being disclosed by MHRS Board. The Parties agree to abide by all federal and state laws regarding the confidentiality of protected health information.
- c. The requirements of this section shall survive the termination or expiration of this Agreement.

8. **Non-Discrimination**

The FDC affirms that its employees, subcontractors, and any person acting on behalf of the FDC, and its subcontractors shall not discriminate in its employment practices, in any manner, on the basis of race, color, religion, sex, age, disability, genetic information, military status, national origin, or ancestry and shall provide a work-place free of discrimination and harassment. The FDC shall comply with the affirmative action program requirements of Section 125.111(B) of the Ohio Revised Code, as applicable.

9. **Taxes and Benefits**

The FDC shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement and all payroll taxes and fringe benefits of The FDC's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by Board on behalf of The FDC or its employees. Board will not provide any fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of The FDC's employees. No workers' compensation insurance shall be obtained by Board to cover The FDC's employees.

10. **Insurance**

- a. The FDC shall secure such insurance as is reasonably necessary to protect the FDC against any and all claims arising out the fulfillment of obligations under this Agreement. The FDC will be solely responsible for all claims, loss, liability, expense, or damage resulting from all mental and physical disabilities, including death, to employees of the FDC or any other persons, or from any damage to any property sustained in connection with the fulfillment of obligations under this Agreement which results from any acts or omissions, including negligence or malpractice. Liability under this Agreement will continue after the termination of the Agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
- b. The FDC shall insure that there is automobile liability insurance for passenger vehicles used to transport recipients of services/activities provided under this Agreement, whether such vehicles are owned by the FDC or its agents or employees, in an amount at least equal to Ohio's minimum requirements.
- c. Upon request, the FDC shall provide evidence of proper worker's compensation coverage.
- d. All insurance policies required by this Agreement shall provide coverage for all claims arising from activities during the term of the policy, regardless of the date the claim is filed. In the event that the FDC is not able to purchase occurrence-based coverage for certain insurance policies, the FDC shall purchase "tail" coverage for such policies, for a period of seven years after the termination of this Agreement.
- e. Upon request, the FDC shall provide the Board with a certificate of insurance evidencing each type of coverage required or provided under this Agreement. The FDC shall provide the Board notice of cancellation or non-renewal of any such coverage within thirty days of the time the FDC receives such notice.

11. **Termination**
This Agreement may be terminated immediately with the mutual written consent of the Parties or by either Party with 30 days advance written notice to the other Party. A notice of termination shall state, with reasonable particularity, the terms, and conditions for concluding any work in progress. Payment shall be made for any funding obligations incurred prior to the effective date of such termination.
12. **Entirety of Agreement**
It is acknowledged by the Parties that this Agreement, together with all parts incorporated herein by reference or attachment hereto, represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Agreement.
13. **Amendment**
No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.
14. **Dispute Resolution**
The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this Agreement. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.
15. **No Third-Party Beneficiaries/Assignment**
Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.
16. **Applicable Law**
The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.
17. **Notices**
All notices requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

TO: ASHTABULA COUNTY MENTAL HEALTH & RECOVERY SERVICES BOARD
4817 State Road
Suite 203
Ashtabula OH 44004

**TO: ASHTABULA COUNTY COMMISSIONERS
25 W. Jefferson Street
Jefferson, OH 44047**

**ASHTABULA COUNTY JUVENILE COURT
3816 Donahoe Drive
Ashtabula, Ohio 44004**

18. Waiver

Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that party's right to enforce the same at a later time.

19. Severability

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the requirements of this Agreement.

20. Survivability

Rights and obligations under this Agreement which by their nature should survive will remain in effect after expiration or termination of the Agreement until such time as those requirements are fulfilled.

Attachment 1

1. Responsibilities of the Parties

- a. **The FDC agrees to provide the following services and/or activities under this Funding Agreement:**
 - I. **Family Drug Court Administration and other Designated Personnel to meet the needs of the Family Drug Court participants and the program**
 - II. **Specialized Docket for Individuals with a substance use disorder as certified by the Ohio Supreme Court**

- b. **The FDC agrees to comply with the following responsibilities and requirements in providing such services and/or activities:**
 - I. **The FDC will supply Family Drug Court Administration, other designated Family Drug Court personnel and follow ATP MOU duties.**
 - II. **The FDC will complete all reporting to OMHAS in Survey Monkey as required by OMHAS.**
 - III. **The FDC will invoice the MHRS Board for the designated funds.**

- c. **MHRS BOARD agrees to comply with the following responsibilities and requirements regarding the services and/or activities provided by the FDC:**
 - I. **The MHRS Board will assist the FDC in the ATP process to the best of its ability.**
 - II. **The Board will provide an evaluator to assist with the collection of data and compiling of reports for the MHRS Board and FDC for submission to OMHAS.**
 - III. **The Board will pay invoices as promptly as possible upon receipt.**

2. Financial Arrangements

MHRS BOARD will provide the FDC with funding for the services and/or activities provided under this Agreement as allocated by OHMAS:

- a. **The maximum dollar amount to be paid by MHRS BOARD pursuant to this Agreement is \$20,000 from Board funding to support the Family Drug Court Coordinator and \$35,000 from Specialized Docket allocations based on the approved OHMAS allocation for reimbursement. *Total Contract: \$55,000.***

- b. **The FDC will submit invoices to MHRS BOARD for payment.**

- c. **The Board will ensure that any additional administrative funding received from OhioMHAS and directed to go to the FDC due to the Addiction Treatment Program will be forwarded to the FDC upon receipt of an invoice from the FDC.**

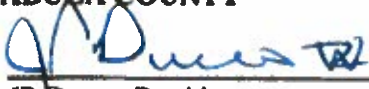
IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

ASHTABULA COUNTY MENTAL HEALTH AND RECOVERY SERVICES BOARD

By: 
Miriam E. Walton
Executive Director

Date: 8/5/2022

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: 
JP Ducro, President
Ashtabula County Commissioner


Date: August 23, 2022

ASHTABULA COUNTY COMMON PLEAS COURT

By: 
The Honorable Albert Campese

Date: August 24, 2022

APPROVED AS TO LEGAL FORM:


Colleen O'Toole
Ashtabula County Prosecutor
MHA 8/11/22

Date: 8/12/22