

**RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING WITH STATE OF OHIO, DEPARTMENT OF YOUTH SERVICES FOR THE BEHAVIORAL HEALTH AND JUVENILE JUSTICE (BHJJ) INITIATIVE IN THE NORTH EAST OHIO REGION CONSISTING OF ASHTABULA, COLUMBIANA, GEAUGA, MAHONING, PORTAGE AND TRUMBULL COUNTIES IN OHIO, JUVENILE COURT**

WHEREAS, Karen Capstick, Operations and Financial Director, Juvenile Court, has presented a Memorandum of Understanding for the approval of the Board, to-wit:

**Grantor:** State of Ohio, Department of Youth Services (ODYS), 30 W. Spring Street, 5<sup>th</sup> Floor, Columbus, Ohio 43215

**Purpose:** Providing Multisystemic Therapy, TIP Informed High Fidelity Wrap Around to Juvenile Offenders and their Families from Ashtabula, Columbiana, Geauga, Mahoning, Portage and Trumbull Counties

**Grant Amount:** Not to Exceed, \$318,740.31 for SFY26 and \$130,775.22 for SFY27

**Term:** Effective upon both parties' signatures through June 30, 2027

WHEREAS, the Behavioral Health and Justice Memorandum of Understanding (MOU) has been reviewed and is found that such an MOU would be desirable and is necessary; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the Behavioral Health and Justice Memorandum of Understanding be approved in accordance with a copy of said MOU 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. 2025-350**

**August 12, 2025**

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**Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.**

**VOTE:**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**Kathryn L. Whittington**

**Absent**

**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.

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*Crystal Sturgill*  
Crystal Sturgill, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

*Acting*

## **Behavioral Health and Juvenile Justice (BHJJ) Memorandum of Understanding**

This Memorandum of Understanding (MOU), is entered into by and between the State of Ohio, Department of Youth Services (hereafter "DYS"), located at 30 W. Spring Street, 5<sup>th</sup> Floor, Columbus, Ohio 43215, and the Ashtabula County Court of Common Pleas – Juvenile Division (hereafter "Court"), located at 4717 Main Avenue, Ashtabula, OH, 44004 to set forth the terms and conditions that shall apply with respect to the BHJJ initiative in Ashtabula, Columbiana, Geauga, Mahoning, Portage, and Trumbull counties in Ohio.

### **ARTICLE I: Authority**

On 6 January 2025, DHS released a Behavioral Health and Juvenile Justice Request for Proposals (RFP) to provide funds for BHJJ projects. On 25 April 2025, the Court submitted a response to the RFP. Using funding provided by the Ohio Departments of Youth Services and the Ohio Department of Mental Health and Addiction Services (OhioMHAS), DHS will allocate \$318,740.31, and agrees to disburse up to that amount in State Fiscal Year 2026; and DHS will allocate \$130,775.22 and agrees to disburse up to that amount in State Fiscal Year 2027 to implement the program delineated in the response to the RFP and approved by DHS and OhioMHAS.

All funds described throughout this document are contingent on the availability and approval of state funding. DHS will provide funds to implement approved program activities delineated in the response to the RFP and provide oversight of the program.

### **ARTICLE II: Term of Agreement**

This MOU is effective when both parties have signed the document. The date of the later signature shall be the effective date. This agreement will remain in effect until 30 June 2027.

### **ARTICLE III: Responsibilities of DHS**

- a) DHS shall provide funding to the Court to implement the BHJJ project as delineated in the response to the RFP submitted by the Court and approved by DHS and OhioMHAS.
- b) DHS shall monitor the project to verify compliance of the project activities with the activities proposed in the approved response to the RFP.
- c) DHS shall assign an employee to be available for meetings and discussions as deemed necessary.
- d) DHS shall convene and host quarterly aggregate meetings of all of the projects supported by the BHJJ initiative.

#### ARTICLE IV: Responsibilities of the Court

- a) The Court shall act as the administrative agent for the BHJJ project and ensure that all expenditures are handled in accordance with policies, procedures and activities prescribed by DYS.
- b) The Court shall convene quarterly meetings of the local project partners, DYS, OhioMHAS, and a representative of the Case Western Reserve University (CWRU) evaluation team. At least two of these meetings shall be in-person.
- c) The Court shall electronically submit project evaluation data to the CWRU evaluation portal as prescribed in the evaluation data submission protocol provided by CWRU.
- d) The Court acknowledges the iPads provided by Case Western Reserve University are for the purpose of conducting data collection activities related to this project. The Court and/or Designee agree to:
  - I. Maintain the equipment in good working condition.
  - II. Ensure proper security and storage of the devices when not in use.
  - III. Notify Case Western Reserve University ([bhjj@case.edu](mailto:bhjj@case.edu)) immediately in the event of loss, theft, or damage.
  - IV. Coordinate with Case Western Reserve University ([bhjj@case.edu](mailto:bhjj@case.edu)) to return any iPads that are no longer in use or needed by the Court.
  - V. The Court and/or Designee assumes responsibility for the care and safeguarding of the iPads and may be held liable for any damage beyond normal wear and tear, loss, or negligence in handling the equipment
- e) The Court shall reconcile grant expenditures quarterly and alert the DYS contact (identified in Article IX) of projected unspent grant funds for each fiscal year by May 20th of each fiscal year.
- f) The Court may enter into agreements or administer contracts with public or private entities to fulfill specific objectives of the project.
- g) The Court may be subject to audit.

#### ARTICLE V: Confidentiality

The parties acknowledge that information transmitted or disclosed pursuant to this MOU may be protected by state and/or federal confidentiality laws or regulations. Neither party shall use or disclose any information concerning project participants for any purpose unless necessary to the administration of DYS' or the Court's responsibilities under this MOU, unless the disclosure

is expressly permitted by the person to whom it pertains or is made pursuant to applicable state and/or federal laws and regulations. The Court agrees to follow all applicable laws and regulations prior to further disclosure.

ARTICLE VI: Termination

Either party may terminate this MOU by providing written notice 30 days prior to the intended termination date. The method of written notification shall be certified U.S. mail sent to the addresses set forth within this document. The 30-day period shall begin upon receipt by the receiving party.

ARTICLE VII: Liability

No party shall be liable to any party for any loss, damage, liability claim or cause of action for damage to or destruction of property or for injury to or death of persons arising solely from any act or omission by the parties, officers, agents, or employees. Further, no party is liable for any loss or inaccuracy of data or information.

ARTICLE VIII: Entire Agreement

This MOU, attached RFP, and attached response to RFP constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter thereof.

ARTICLE IX: Notices

Any notices, requests, correspondence, or other communications related to this MOU shall be in writing and be personally delivered, sent via email if mutually agreed upon, sent by ordinary U.S. mail, or commercial express delivery to the addresses set forth below:

1) In case of DYS to:

Ian Fraser

30 W. Spring Street, 5th FL

Columbus, Ohio 43215

ian.fraser@dys.ohio.gov

2) In case of the Court to:

Karen Capstick and Kelly Butcher

4717 Main Avenue,

Ashtabula, OH, 44004

[kacapstick@ashtabulacounty.us](mailto:kacapstick@ashtabulacounty.us) and  
[ksbutcher@ashtabulacounty.us](mailto:ksbutcher@ashtabulacounty.us)

ARTICLE X: Modifications

Either party may from time to time, propose written modifications or amendments to the provisions of this MOU or program activities delineated in the response to the RFP. These may be discussed at any time, but official requests for modifications must be in writing. Once a modification is delivered to the other party, the modification shall not be made unless both parties agree to the change in writing.

WHEREAS the above-named parties agree to the terms as set forth herein, the parties have executed the MOU as set forth below.

DYS:

Court:

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

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

Amy L. Ast  
Director  
Ohio Department of Youth Services

JP Ducro IV  
County Commissioner  
Ashtabula County Commissioners Office

Date: \_\_\_\_\_

Date: 8-12-25 \_\_\_\_\_



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

By: 

Amy L. Ast  
Director  
Ohio Department of Youth Services

JP Ducro IV  
County Commissioner  
Ashtabula County Commissioners Office

Date: \_\_\_\_\_

Date: \_\_\_\_\_