

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

WHEREAS, Andrew Misiak, Court Administrator, 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), 4545 Fisher, Suite D, Columbus, Ohio 43228

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

Grant Amount: Not to Exceed, \$409,739.34 for SFY22 and \$409,739.34 for SFY23

Term: **Retroactive** July 1, 2021 through June 30, 2023

WHEREAS, the BHJJ Memorandum of Understanding has been reviewed and is found that such Memorandum of Understanding would be desirable and is necessary; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the BHJJ Memorandum of Understanding be approved in accordance with a copy of said BHJJ Memorandum of Understanding on file in this office.

BE IT FURTHER RESOLVED that the Vice-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. 2021-323

August 24, 2021

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

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

VOTE:

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

Absent
Aye
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

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 4545 Fisher Road, Suite D, Columbus, Ohio 43228, and the Ashtabula County Juvenile Court (hereafter "Court"), located at 3816 Donahoe Drive, Ashtabula, OH, 44004 (collectively referred to hereafter as "parties") to set forth the terms and conditions that shall apply with respect to the BHJJ initiative in the North East Ohio Region consisting of Ashtabula, Columbiana, Geauga, Mahoning and Trumbull counties in Ohio.

ARTICLE I: Authority

On 4/5/2021, DYS released the attached Behavioral Health and Juvenile Justice Request for Proposals (RFP) to provide funds for BHJJ projects. On 6/10/2021, the Court submitted a response to the RFP. Using funding provided by the Ohio Departments of Youth Services and Mental Health and Addiction Services, DYS will allocate \$409,739.34, and agrees to disburse up to that amount in State Fiscal Year 2022; and DYS will allocate \$409,739.34 and agrees to disburse up to that amount in State Fiscal Year 2023 to implement the program delineated in the response to the RFP and approved by DYS.

All funds described throughout this document are contingent on the availability and approval of state funding. DYS 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 6/30/23.

ARTICLE III: Responsibilities of DYS

- a) DYS 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 DYS.
- b) DYS shall monitor the project to verify compliance of the project activities with the activities proposed in the approved response to the RFP.
- c) DYS shall assign an employee to be available for meetings and discussions as deemed necessary.

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 submit copies of program related invoices and proof of payment for program expenses to DYS by the 20th of the month following the end of the half (January 20th, and July 20th). The Court shall complete the BHJJ Expenditures Spreadsheet and submit it during local quarterly meetings.
- c) 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.
- d) The Court may enter into agreements or administer contracts with public or private entities to fulfill specific objectives of the project.
- e) 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 by ordinary U.S. mail, or commercial express delivery to the addresses set forth below:

1) In case of DYS to:

Ian Fraser

4545 Fisher Road, Suite D

Columbus, Ohio 43228

2) In case of the Court to:

Andrew Misiak

3816 Donahoe Drive

Ashtabula, Ohio 44004

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: J.P. DUCROIX

Ryan Gies
Director
Ohio Department of Youth Services

~~Casey Kozlowski~~ J.P. DUCROIX
County Commissioner
Ashtabula County, Ohio

Date: _____

Date: 8/24/21