

RESOLUTION APPROVING NON-BEHAVIORAL HEALTH SERVICE AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY MENTAL HEALTH AND RECOVERY SERVICES BOARD, ASHTABULA COUNTY COMMON PLEAS AND THE ASHTABULA COUNTY BOARD OF COMMISSIONERS FOR DRUG COURT

WHEREAS, Kathy Thompson, Common Pleas Court Administrator, has presented an agreement for the approval of the Board, to-wit:

Scope: agreement to provide funding for Drug Court Administration and other Designated Personnel to meet the needs of the Drug Court participants and the program

Parties: Ashtabula County Mental Health & Recovery Services Bd., 4817 State Rd., Ashtabula, OH 44004
Ashtabula County Common Pleas- Drug Court, 25 W. Jefferson St., Jefferson, OH 44047
Ashtabula County Board of Commissioners, 25 W. Jefferson St., Jefferson, OH 44047

Cost: No cost to the county, will receive \$52,736.00

Term: retroactive to July 1, 2021 through June 30, 2022; 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. 2021-373

September 28, 2021

RESOLUTION APPROVING FY22 NON-BEHAVIORAL HEALTH SERVICE AGREEMENT BY AND BETWEEN ASHTABULA COUNTY MENTAL HEALTH AND RECOVERY SERVICES BOARD AND THE ASHTABULA COUNTY COMMON PLEAS DRUG COURT

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

VOTE:

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

Aye
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

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 Common Pleas Drug Court, 25 West Jefferson Street, Jefferson, Ohio 44047 (hereinafter "DC").

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

Whereas, the DC 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 DC 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 DC agrees to fulfill the ATP duties as outlined in the OMHAS MOU and participate in the ATP as described in *Attachment 1*.
 - b. The DC 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 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 DC.
 - 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 DC 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 DC will submit all required documents to the MHRS Board as described in *Attachment 1*.

- c. Invoices are to be sent via email by the DC 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, 2021, and end on June 30, 2022, 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. DC 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 DC 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 DC affirms that its employees, subcontractors and any person acting on behalf of The DC 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 DC 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 DC 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 DC'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 DC 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 DC's employees. No workers' compensation insurance shall be obtained by Board to cover The DC's employees.

10. Insurance and Indemnification

- a. The DC shall secure such insurance as is reasonably necessary to protect The DC against any and all claims arising out the fulfillment of obligations under this Agreement. The DC 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 DC 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 DC 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 DC or its agents or employees, in an amount at least equal to Ohio's minimum requirements.
- c. Upon request, The DC 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 DC is not able to purchase occurrence-based coverage for certain insurance policies, The DC shall purchase "tail" coverage for such policies, for a period of seven years after the termination of this Agreement.
- e. Upon request, The DC shall provide the Board with a certificate of insurance evidencing each type of coverage required or provided under this Agreement. The DC shall provide the Board notice of cancellation or non-renewal of any such coverage within thirty days of the time The DC receives such notice.
- f. The DC agrees to defend, indemnify and hold harmless the Board, its Board of

Directors, officers, agents and employees and volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising hereunder, however caused, brought or recovered against any of the above that may arise for any reason from or during, or be alleged to be caused by, The DC 's provision of services.

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 COMMON PLEAS DRUG COURT
25 West Jefferson, Street
Jefferson, Ohio 44047

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 DC agrees to provide the following services and/or activities under this Funding Agreement:
 - I. Drug Court Administration and other Designated Personnel to meet the needs of the 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 DC agrees to comply with the following responsibilities and requirements in providing such services and/or activities:
 - I. The DC will supply Drug Court Administration, other designated Drug Court personnel and follow ATP MOU duties.
 - II. The DC will complete all reporting to OMHAS in Survey Monkey as required by OMHAS.
 - III. The DC 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 DC:
 - I. The MHRS Board will assist the DC 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 DC for submission to OMHAS.
 - III. The Board will pay invoices as promptly as possible upon receipt.

2. Financial Arrangements

MHRS BOARD will provide the DC 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 \$7,736.00 from ATP and \$45,000 from Specialized Docket allocations based on the approved OHMAS allocation for reimbursement. *Total Contract: \$52,736.00.*
- b. The DC will submit invoices to MHRS BOARD for payment.

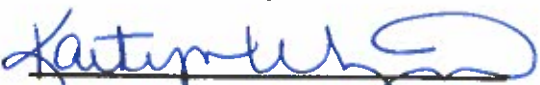
IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

ASHTABULA COUNTY MENTAL HEALTH AND RECOVERY SERVICES BOARD

By: 
Miriam E. Walton
Executive Director

Date: 9/23/2021

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: 
Kathryn Whittington, President
Ashtabula County Commissioner

Date: 9/28/2021

ASHTABULA COUNTY COMMON PLEAS COURT

By: 
The Honorable Thomas E. Harris

Date: 9/16/2021


The Honorable Marianne Sezon

Date: 9/16/2021

APPROVED AS TO LEGAL FORM:


Colleen O'Toole
Ashtabula County Prosecutor

Date: 9/14/2021