

RESOLUTION #FY2017-13

Approval of Contract for Federal Fiscal Year 2017 between the Wood County Alcohol, Drug Addiction and Mental Health Services Board (Board) and Harbor Behavioral Health (Harbor) for provision of Individual Placement and Support (IPS) services in the amount of \$128,044

November 28, 2016


Whereas, The Board desires to provide the evidence based IPS employment service for Wood County residents suffering from mental illness, and

Whereas, Harbor desires to provide this service as it has during FFY 2016, and

Therefore, be it resolved that the Board will contract with Harbor to provide IPS services for FFY 2017, with the term of the contract from October 1, 2016 through September 30, 2017. The Board commits \$128,044 in Board funding for this program. The source of Board funds will be local levy funds.

Board Members	Yes	No	Absent	Abstain
Beverley Hirzel			X	
Casey Cromwell			X	
John Alexander	X			
Cary Wise	X			
Doug Cubberley			X	
Patrick Wise			X	
Randy Rothenbuhler	X			
Leanne Eby	X			
Marc Jensen			X	
Allen Baer	X			
Sue Moore			X	
Stan Korducki	X			
Heather Barnhiser			X	
Tom Kiger	X			

Leanne Eby motioned to approve this resolution, Cary Wise seconded. This resolution is adopted by the majority of the Board.


Board Chair

2 December 2016
Date

Agreement - Resolution #FY2017-13

This Agreement is entered into as of October 1, 2016 between Harbor (hereafter referred to as "PROVIDER") and Wood County ADAMHS Board ("THE BOARD") and shall continue in full force and effect until September 30, 2017.

WHEREAS, THE BOARD, pursuant to R.C. 340.03 of the Ohio Revised Code, is responsible for planning, contracting, funding, auditing, and evaluating alcohol, mental health, and drug addiction treatment services for the residents of Wood County;

WHEREAS, PROVIDER provides vocational rehabilitation services consistent with the Individual Placement and Support model, which is an evidence based Supported Employment approach to providing vocational rehabilitation to individuals suffering severe and persistent mental illness and/or substance addictions;

WHEREAS, THE BOARD desires to engage the services of PROVIDER and the PROVIDER desires to accept such engagement upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises set forth herein, THE BOARD and PROVIDER agree as follows:

1. Agreement. Subject to the terms and conditions of this Agreement, PROVIDER hereby agrees to perform the services set forth herein, and THE BOARD hereby accepts such agreement.
2. PROVIDER'S Responsibilities.
 - a. PROVIDER agrees to provide evidence based Supported Employment services based on the Individual Placement and Support (IPS) model to Wood County residents suffering from severe and persistent mental illness and/or addiction to substances.
 - b. PROVIDER agrees not to reject or eject any client seeking vocational rehabilitation services, unless the client presents a clear danger to the IPS or CareerLink staff.
 - c. PROVIDER agrees to work with the Center of Excellence for Supported Employment at Case Western Reserve to implement the IPS services in accordance to the evidence based IPS model.
 - d. PROVIDER agrees to provide monthly reports on number of clients served and corresponding employment status as outcomes of the program.
3. THE BOARD'S Responsibilities
 - a. Compensation. As full compensation for the duties rendered pursuant to this AGREEMENT, THE BOARD shall pay PROVIDER for IPS services provided to Wood County residents for the actual costs to be reimbursed on a monthly invoice up to the budgeted amounts authorized as follows:
 - a. Staffing (salary and fringe benefits) - \$99,806
 - b. Indirect costs at 14% - \$14,383
 - c. Board paid 6% of Opportunities for Ohioans with Disabilities indirect costs - \$13,856
 - d. The maximum paid to PROVIDER under the terms of this agreement shall be \$128,044
 - b. Records, Access and Maintenance. PROVIDER shall maintain complete and accurate accounting records, in a form and in accordance with generally accepted accounting principles, to substantiate that PROVIDER's payment for services is being computed in accordance with the terms of this Agreement and shall maintain complete and accurate clinical records to document that services are provided in accordance with the Ohio Department of Mental Health and Addiction Services' licensure and certification requirements, Medicaid requirements, and the terms of this Agreement. PROVIDER shall retain such records for a period of seven (7) years

from the date of final payment for services rendered during the term of this Agreement or until any audits, of which PROVIDER is aware, are completed, whichever is longer.

- c. Conflicts of Interest. Each entity represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the entity and any third party. During the term of this agreement, each entity shall devote as much of its workforce member time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. Both entity companies are free to perform services for other parties while performing services or duties under this agreement.
- d. Non Discrimination. Pursuant to O.R.C., Section 125.111 and, where applicable, Executive Order 2011-05K, the PROVIDER agrees that PROVIDER, any subcontractor, and any person acting on behalf of the PROVIDER or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, genetic information, sexual orientation, gender, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

Pursuant to O.R.C. 340.12, the PROVIDER agrees that PROVIDER, any subcontractor, and any person acting on behalf of the PROVIDER or subcontractor, shall not discriminate against an Individual or in the provision of services under its authority or contract on the basis of race, color, sex, creed, disability, national origin, or the inability to pay.

- e. Americans With Disabilities Act/Accessibility of Facilities and Services. PROVIDER agrees as a condition of the Agreement to comply with The Americans With Disabilities Act of 1990, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable DOL and or HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.
- f. Indemnification. PROVIDER agrees that it will defend, indemnify and hold THE BOARD and Wood County, its officers, employees, agents, and assigns harmless from any liabilities, claims, or demands arising out of the work performed or services provided pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death, economic loss, or any damage to their property due to the intentional or negligent acts of PROVIDER or its officers, employees, agents, or assigns. THE BOARD and Wood County shall give timely notice and accord to PROVIDER the right to defend and settle all such claims
- g. Child Support Clause. PROVIDER declares that its principal officers, directors, shareholders, and/or partners are current with any court-ordered child support payments pursuant to the Wood County Board of County Commissioners' Resolution No. 92-2041.
- h. Independent Contractor; No Agency. PROVIDER is an independent contractor. PROVIDER is fully independent and autonomous from THE BOARD. PROVIDER has full and sole authority to make decisions regarding its governing structure, its employees, and the services it provides. PROVIDER shall not be deemed for any purpose to be an employee of THE BOARD. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

It is further understood that THE BOARD does not agree to use PROVIDER exclusively. Moreover, it is understood that the PROVIDER is free to contract for similar services to be performed for other

parties while it is under contract with THE BOARD. The PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to withholding and social security.

PROVIDER's Employees and Assistants. From time to time, PROVIDER may, subject to the terms and conditions set forth in this Agreement, engage employees, independent contractors, consultants, volunteer assistants or other individuals or entities (collectively, "Assistants") to aid PROVIDER in performing PROVIDER's duties under this Agreement. PROVIDER may also contract with entities that will assign professional or temporary employees to PROVIDER to serve as PROVIDER's Assistants. THE BOARD has no relationship with or to such Assistants and such Assistants are not employees, agents, consultants, representatives, assistants or independent contractors of THE BOARD. PROVIDER shall be fully and solely responsible for the supervision and payment of such Assistants and for all work performed by such Assistants.

i. Termination. Either party may terminate this Agreement at any time by 30 calendar days' written notice to the other party.

j. Insurance. The PROVIDER will procure and maintain at its own cost for the duration of this Agreement the following insurance:

Commercial General Liability Insurance policy in the amount of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

Business Auto Liability Insurance policy in the amount of at least \$1,000,000.00 combined single limit, on all owned, non-owned, leased and hired automobiles.

Professional Liability (errors and omissions) insurance of at least \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

Umbrella and excess liability insurance policy with limits of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, above the commercial general, professional liability and business auto primary policies.

Workers' Compensation insurance at the statutory limits required by the Ohio Revised Code.

The Service Provider further agrees to name THE BOARD as an additional insured on all contracts of insurance for the duration of this Agreement. The endorsement form and the certificate of insurance shall state the following: "Wood County Alcohol, Drug Addiction, and Mental Health Services Board, and its respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies." All certificates and endorsements must be received by THE BOARD before work pursuant to this Agreement commences.

k. Choice of Law. The laws of the state of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

l. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

m. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

n. Assignment. Neither party shall assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the other entity.

- o. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Wood County ADAMHS Board:

Wood County ADAMHS Board
 Attn: Tom Clemons, Executive Director
 Address: 745 Haskins Rd., Suite H
 Bowling Green, OH 43402

If to Harbor:

Harbor
 Attn: President/CEO
 PO Box 8970
 Toledo, OH 43623-0970

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- p. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto. Both parties agree to reserve the right to amend this contract for additional dollars as needed to meet increased demand for these services.
- q. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- r. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Harbor

Wood County ADAMHS Board

Wood County ADAMHS Board

By: _____

By: Tom Clemons 11/30/16

By: [Signature] 4/14/16

President/CEO

Executive Director

Board Chairperson

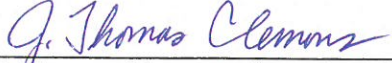
Approved as to form:

Date: _____

Paul A. Dobson
 Wood County Prosecuting Attorney

CERTIFICATE OF ESTIMATED EXPENDITURES

I, J. Thomas Clemons, Executive Director of the Wood County Alcohol, Drug Addiction, and Mental Health Services Board (hereinafter WCADAMHS) do hereby certify pursuant to the provisions of Ohio Revised Code §5705.41(D)(3) that WCADAMHS will reimburse PROVIDER a maximum of \$128,044 during the term of this Contract from October 1, 2016 until September 30, 2017. I hereby certify said amount to Wood County Auditor Michael Sibbersen, fiscal officer of WCADAMHS for Certification of Availability of Funds for this contract as required by O.R.C. §5705.41(D).



J. Thomas Clemons, Executive Director
Wood County Alcohol Drug Addiction, and Mental Health Services Board

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Michael Sibbersen, Auditor of Wood County, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in the treasury of 053-0253-5401.00 or in the process of collection to the credit of the appropriate fund, free from prior encumbrance. The total amount shall not exceed \$128,044.

Michael Sibbersen, Wood County Auditor

Date