

Resolution FY 2020-10

**MOU between Wood County Alcohol, Drug Addiction and Mental Health Services Board and the
Wood County Commissioner on behalf of the Wood County Prosecutor's Office**

August 26, 2019

WHEREAS, Wood County continues to be in the throes of an opioid epidemic and estimates indicate that majority of crimes in Wood County are connected to illegal drugs, drug abuse or addiction;

WHEREAS, pursuant to Chapter 340 of the Ohio Revised Code the Wood County Alcohol, Drug Addiction and Mental Health Services Board (WCADAMHS), as the community addiction planning agency for Wood County, is obligated and authorized to make available an array of addiction services and recovery supports for all levels of opioid and co-occurring drug addiction;

WHEREAS, the Prosecutor, under his authority to operate a diversion program for drug-related criminal cases and his obligation to protect the public by bringing awareness to the cause of drug abuse and addiction rehabilitation, has established a drug addiction and response program;

WHEREAS, the WCADAMHS and the Prosecutor's Office have agreed to work collaboratively with each other as well as with multiple other entities in Wood County to unify and expand the response to drug addiction and rehabilitation;

WHEREAS, the Prosecutor has requested funding from WCADAMHS in the amount of \$111,965.88 to provide coordinated support for county residents suffering from substance abuse;

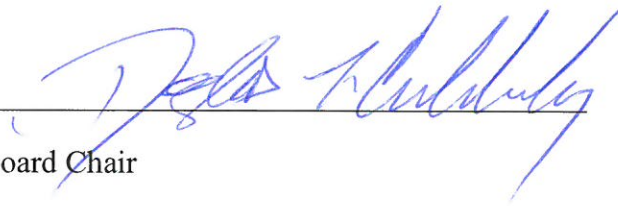
WHEREAS, funding has been determined to exist from State Opiate Response dollars within the FY 20 WCADAMHS budget to support this program;

THEREFORE; be it resolved the Wood County Alcohol, Drug Addiction and Mental Health Services Board approves the MOU with the Wood County Commissioner's to commence July 1, 2019 and terminate on September 30, 2020.

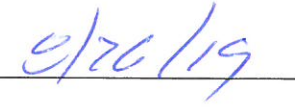
Board Members	Yes	No	Absent	Abstain
Allan Baer			X	
Brad Biller	X			
Tonya Camden	X			
Jessica Clements	X			
Leanne Eby	X			
Judy Ennis	X			
Fred Dannhauser	X			
Marc Jensen			X	
Stan Korducki	X			
Dan Lambert	X			

Frank McLaughlin	X			
Sue Moore	X			
Hallie Nagel	X			
Corey Speweik			X	
Cary Wise	X			
Doug Cubberley	X			

Dan Lambert motioned to approve this resolution Leanne Eby seconded. This resolution is adopted by the majority of the Board. Resolution passed.



 Board Chair



 Date

MEMORANDUM OF UNDERSTANDING (MOU)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is made and entered into this ____ day of _____ 2019 by and between the following participating entities: Wood County Alcohol Drug Addiction and Mental Health Services Board (“WCADAMHS”) and the Wood County Board of County Commissioners on behalf of the Wood County Prosecutor’s Office (hereinafter collectively referred to as “County”), each a “Party”, and collectively referred to as “Parties”.

WHEREAS, Wood County is in the throes of an opioid epidemic and estimates indicate that majority of crimes in Wood County is connected to illegal drugs, drug abuse, or addiction;

WHEREAS, pursuant to Chapter 340 of the Ohio Revised Code, the WCADAMHS, as the community addiction planning agency for Wood County, is obligated and authorized to make available an array of addiction services and recovery supports for all levels of opioid and co-occurring drug addiction;

WHEREAS, the Wood County Prosecutor, under R.C. 307.15(A) and the Wood County Prosecutor’s authority to operate a diversion program for drug-related criminal cases and his obligation to protect the public by bringing awareness to the cause of drug abuse and addiction rehabilitation, has established a drug addiction and response program;

WHEREAS, there is a need for coordinated support services to Wood County individuals who qualify for services from both Parties pursuant to their respective legal mandates;

WHEREAS, State Opioid Response funding (Federal CFDA 93.788) exists for the purposes described in this MOU;

WHEREAS, the Parties have agreed to work collaboratively with each other as well as with other agencies to unify and expand response to drug addiction and rehabilitation;

WHEREAS, the Wood County Prosecutor has no authority to enter into contracts on his own behalf and the Wood County Board of County Commissioners is Wood County’s contracting authority;

NOW THEREFORE, the Parties, each in consideration of mutual promises and obligations assumed herein by the other, agree as follows:

ARTICLE I - PURPOSE

This MOU is for the procurement of County’s services for use by the WCADAMHS in the administration of its statutory duty, as the community addiction and mental health planning agency for Wood County to promote, arrange, and implement working agreements relating to addiction services and recovery supports.

ARTICLE II – TERM AND TERMINATION

- a. This MOU shall commence July 1, 2019 and continue in full force and effect until September 30, 2020.
- b. Either Party may terminate the MOU by means of a 30-day written notice of termination to the other Party. Upon receipt of notice of termination, County will cease work on the terminated activities, take all necessary steps to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the MOU, including results accomplished, conclusions reached, and other such matters as WCADAMHS may require.
- c. In the event of termination, County will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination. WCADAMHS is not liable for any further charges, and the invoices submitted by the County may not exceed the total amount of consideration stated in this MOU.

ARTICLE III – SCOPE OF SERVICES/DELIVERABLES

County agrees to perform the duties and services specified under the written proposal accepted by WCADAMHS. The proposal is appended to this MOU as Attachment A, incorporated by reference herein and made a part of this MOU.

ARTICLE IV – CERTIFICATION

The Drug Abuse and Response Coordinator referred to in the attached proposal will at least hold, or be working towards, certification as Chemical Dependency Counselor Assistant (CDCA). Information on certification can be found at ocdm.ohio.gov/licensing.stm.

ARTICLE V – BILLING AND PAYMENT

- a. WCADAMHS will reimburse County for actual costs incurred by County in the performance of its duties as specified in the proposal. County shall submit to WCADAMHS a detailed monthly invoice for services rendered during the billing period.
- b. WCADAMHS will pay County the invoiced amount within thirty (30) days of the submission of the proper invoice.
- c. The amount for July 1, 2019 through September 30, 2019 to be paid under this agreement shall not exceed Forty-two Thousand, Eight Hundred Eighty-Three Dollars (\$42,883). Additionally, the amount for October 1, 2019 through September 30, 2020 to be paid under this agreement shall not exceed Sixty-Nine Thousand, Eighty -Three Dollars (\$69,083). The total amount that may be paid to County under this MOU shall not exceed One Hundred Eleven Thousand, Nine Hundred Sixty -Six Dollars (\$111,966).

ARTIVLE VI – NOTICE

Any notices, invoices, or communications required or permitted by this MOU by either Party to the other must be in writing and may be effected by personal delivery or certified mail return receipt requested. Notice will be sufficient if made or addressed to:

For WCADAMHS:
Executive Director
Wood County ADAMHS Board
745 Haskins Road, Suite H
Bowling Green, Ohio 43402

For County:
Paul Dobson, Prosecutor
One Courthouse Square
Bowling Green, Ohio 43402

ARTICLE VII – REPORTING OBLIGATIONS

County shall keep detailed records of all services provided to the WCADAMHS. These records shall be used to verify services rendered. Requested reporting information shall be provided as the Parties agree.

ARTICLE VIII – INDEPENDENT CONTRACTOR

It is hereby agreed by and between the parties that the relationship between WCADAMHS and County shall be that of an independent contractor and that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this MOU. WCADAMHS is interested in the results achieved and the conduct and control of the work will lie solely with County.

County, as an independent entity, shall be solely liable and responsible to pay all required taxes and other obligations for its employees, including, but not limited to, federal, state, municipal or other tax liabilities along with withholdings, social security, workers' compensation, unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

ARTICLE IX – AMENDMENT

This MOU may be amended by the mutual agreement of the parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

ARTICLE X – LIMITATION OF LIABILITY

To the extent required by Ohio law, each Party agrees to be responsible for the acts and omissions of its respective officials, employees, and agents arising out of work performed or services provided under this Agreement. The Parties agree that nothing in this provision shall be construed as a waiver of political subdivision immunity or any other defenses provided under state or federal law.

ARTICLE XI – CONSENT TO JOINT REPRESENTATION

The Parties acknowledge and understand that the Wood County Prosecutor is statutorily required to serve as legal adviser to both Parties and both Parties hereby consent to such shared representation. The Parties' interests are not directly adverse and there is no substantial risk that the Prosecutor's ability to represent one Party will be materially limited by responsibilities to the other Party.

ARTICLE XII -- CONFLICT OF INTEREST

No public official or employee who performs any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of the work under this MOU shall acquire any personal interest that is incompatible or in conflict with the discharge or fulfillment of the functions or responsibilities with respect to carrying out said work. Any such person who acquires any such incompatible or conflicting personal interest shall immediately disclose the interest to the WCADAMHS in writing. Thereafter, s/he shall not participate in any action affecting the work under this MOU unless the Board determines that in light of the personal interest disclosed his/her participation in any such action would not be contrary to the public interest.

ARTICLE XIII – ENTIRE AGREEMENT


This MOU and its Attachment shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of both Parties.

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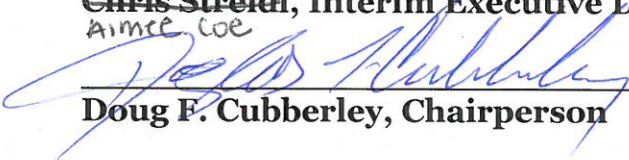
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as evidenced by their signatures below:

FOR WOOD COUNTY ALCOHOL DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD

8/26/19
Date


Chris Streidl, Interim Executive Director
AIMHC CoE

8/26/19
Date


Doug F. Cubberley, Chairperson

FOR WOOD COUNTY BOARD OF COUNTY COMMISSIONERS

Date

Doris I. Herringshaw, Ed.D., President

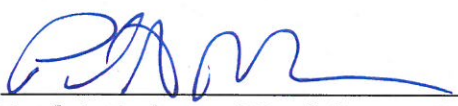
Date

Craig LaHote, Vice President

Date

Dr. Theodore Bowlus

APPROVED AS TO FORM:



Paul A. Dobson, Wood County Prosecuting Attorney

CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

I, Matthew Oestreich, Auditor of Wood County, hereby certify that the money to meet this MOU has been lawfully appropriated for the purpose of this Agreement and is in the treasury of 053.0253.540100 or in the process of collection to the credit of the appropriate fund, free from prior encumbrance. The total amount shall not exceed \$138,939.00.

5/30/19
Date



Matthew Oestreich
Wood County Auditor