

**RESOLUTION FY 2020-5**

Provider Agreement with Marion Area Counseling Center

August 26, 2019

WHEREAS, the Board, pursuant to Section 340.03 of the Ohio Revised Code (ORC), 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 is an Ohio non-profit organization that provides residential treatment services for individuals who experience chemical dependency and/or mental health issues;

WHEREAS, Provider is licensed and/or certified by the Ohio Department of Mental Health and Addiction Services (OhioMHAS) the Commission on Accreditation of Rehabilitation Facilities, and

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;

WHEREAS, such services are exempt from competitive bidding pursuant to Section 340.03 of the Ohio Revised Code.

WHEREAS, the term of this agreement will commence on July 1, 2019 and will terminate on June 30, 2020. The Board agrees to pay Provider up to \$10,000 for the room and board required for this term (rate of \$40.00 per day).

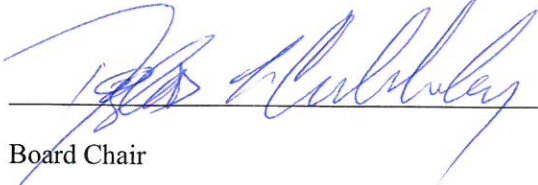
Whereas, the Board has allocated sufficient local levy funds for this contract in the Adult Bed Days line item of the FY 2020 Board Budget.

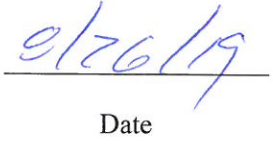
Therefore, be it resolved the Board approves the Agreement with Marion Area Counseling Center:

<b>Board Members</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>
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 Fred Dannhauser seconded. This resolution is adopted by the majority of the Board. Resolution passed.

  
\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Date

**AGREEMENT**

**BETWEEN:** **Wood County Alcohol, Drug Addiction, and Mental Health Services Board (Board)**  
745 Haskins Road, Suite H,  
Bowling Green, Ohio 43402

**AND:** **Marion Area Counseling Center (Provider)**  
320 Executive Drive  
Marion, Ohio 43302-6373

**EFFECTIVE DATE:** This contract shall be effective on the 1st day of July 2019 and shall terminate on the 30th day of June 2020.

WHEREAS, the Board, pursuant to Section 340.03 of the Ohio Revised Code (ORC), 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 is an Ohio non-profit organization that provides residential treatment services for individuals who experience chemical dependency and/or mental health issues;

WHEREAS, Provider is licensed and/or certified by the Ohio Department of Mental Health and Addiction Services (OhioMHAS) the Commission on Accreditation of Rehabilitation Facilities, and

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;

WHEREAS, such services are exempt from competitive bidding pursuant to Section 340.03 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Board and Provider agree as follows:

**A. Provider Responsibilities**

The Provider agrees to:

1. Provide comprehensive residential /halfway house drug and alcohol treatment, and/or mental health services to Wood County clients that are approved by the Board for payment. Treatment will address chemical dependency and mental health related issues. Services will include assessment, medical somatic, group, individual counselling, community supportive services, education, and related services.
2. Bill Medicaid and/or private insurance for all treatment services.
3. Bill the Board for room and board rate for the actual dates of stay.
4. Cooperate with the Board or referring agencies by providing clinical updates and development of discharge plans.

**B. Board Responsibilities**

The Board will pay for the daily room and board rate of the Client in the amount of \$40.00 per day.



**C. Billing**

Provider will bill the Board upon termination of the treatment or at end of the month.

**D. Funding**

The maximum amount to be paid by the Board to the Provider under this Agreement shall not exceed \$10,000.00.

**E. Assignment; Subcontract.** Provider shall not assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. Provider shall notify the Board if it enters into a subcontract with any third party for the performance of any Services pursuant to this Agreement.

**F. Non-Discrimination.** Pursuant to O.R.C. Section 125.111, 340.12 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 in the provision of services under its authority, or in contract on the basis of race, color, creed, sex, national origin, or disability.

**G. American's With Disabilities Act/Accessibility of Facilities and Services.** The Provider agrees as a condition of the Agreement to comply with The American's 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 Department of Labor and Health and Human Services regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

**H. Drug-Free Workplace.** Provider certifies and affirms that it will comply with all applicable state and federal laws, including but not limited to, 29 CFR Part 98 and 45 CFR Part 76 regarding a drug-free workplace. Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on state, county, or private property will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**I. Child Support Clause.** The 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.

**J. Debarment and Suspension.** The Board may not contract with Providers on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-Procurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689. By signing this Agreement, Provider warrants that Provider is excluded from the List and will immediately notify the Board if Provider is added to the List at any time during the life of this Agreement. Upon receipt of notice, the Board will issue a termination notice in accordance with the terms of this Agreement. If Provider fails to notify the Board, the Board reserves the right to immediately suspend payment and terminate the Agreement.

**K. Insurance.**

The Service Provider will procure and maintain at its own cost for the duration of this Agreement the following insurance:

- A. 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.
- B. 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.
- C. Professional Liability (errors and omissions) insurance of at least \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- D. 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.
- E. 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 Board of 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.

**L. Indemnification.**

Provider agrees that it will defend, indemnify and hold the Board and Wood County 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 or any damage to their property due to the intentional or negligent acts of the Provider or its officers, employees, agents, or assigns. The Board and Wood County shall give timely notice and accord to the Provider the right to defend and settle all such claims

**M. Debt Check Provision**

O.R.C. 9.24 of the Ohio Revised Code prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this contract, Service Provider warrants that a finding for recovery has not been issued to Service Provider by the Ohio Auditor of State. Service Provider further warrants that Service Provider shall notify Board within one (1) business day should a finding for recovery occur during the contract term.

**N. Child Support Clause.** The 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.

**O. 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 ODMH and ODADAS 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.

**P. HIPAA Compliance.** Each Party shall discharge its respective obligations pursuant to the Health Insurance Portability and Administration Act of 1996 (“HIPAA”) and other applicable laws regarding its use and disclosure of protected health information (“PHI”).

**Q. Modifications.** This Agreement, including, without limitation, the term, may be modified by the mutual consent of the parties in writing.

**R. Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state courts located in the State of Ohio.

**S. Captions.** The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract

**T. Waiver.** The waiver of breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.

**U. Severability Clause.** If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**V. Entire Agreement.** It is acknowledged by the parties hereto that this Contract supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this Contract.

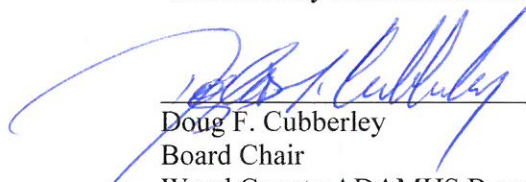
The signature of all parties below constitutes acceptance of the conditions of this agreement.

\_\_\_\_\_  
Lois Hochstetler  
Executive Director  
Marion Area Counseling Center

Date

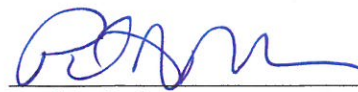
  
\_\_\_\_\_  
~~Chris Streidt~~ Aimee Coe  
Interim Executive Director  
Wood County ADAMHS Board

8/20/19  
Date

  
\_\_\_\_\_  
Doug F. Cubberley  
Board Chair  
Wood County ADAMHS Board

8/20/19  
Date

Approved as to form:

  
\_\_\_\_\_  
Paul A. Dobson  
Wood County Prosecuting Attorney

**CERTIFICATION OF AVAILABILITY OF FUNDS**

I, Matt Oestreich, 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 \$10,000.00

Matthew Oestreich  
Matt Oestreich, Wood County Auditor

5/23/19  
Date