

**RESOLUTION #FY2017-01**

**Approval of a contract between William Ivoska, Ph.D. and the Wood County Alcohol, Drug Addiction and Mental Health Services Board for a Gambling Treatment and Strategic Plan in Wood County in the amount of \$9,450.00**

**July 11, 2016**

Whereas, the Wood County Alcohol, Drug Addiction and Mental Health Services Board (Board) desires a contract for consultation services to conduct research to gather qualitative and quantitative data regarding the Wood County Trauma Informed Recovery Oriented System of Care and the objectives in the Board approved Problem Gambling Strategic Plan,

Whereas, the Board desires to have a report on the data collected and analyzed for the Recovery Orientated System of Care (ROSC) assessment for the Board Retreat to outline the strengths, weaknesses, levels of accessibility and satisfaction of the current Wood County System of Care and for consideration in the development of the Wood County Strategic Plan at the September 17, 2016 Board Retreat, and

Whereas, the Board agrees to further the objectives of the approved Gambling Plan, and

Whereas William Ivoska, Ph.D. (consultant) is qualified to perform this data collection an analysis work and wishes to provide these consultation services, and

Whereas, the Board agrees to pay Consultant a total of \$9,450 with \$4,500 for the ROSC Needs Assessment and \$4,950 for gambling data, and

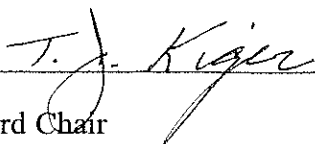
Whereas the source of funds for the ROSC assessment comes from levy funds and the Gambling Assessment comes from Ohio Mental Health and Recovery Services Gambling funds, and

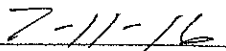
Whereas, the deliverables of the engagement are listed in the Attachment A of the attached contract.

Therefore, be it resolved that the Board approves this contract for consultative services.

| <b>Board Members</b> | <b>Yes</b> | <b>No</b> | <b>Absent</b> | <b>Abstain</b> |
|----------------------|------------|-----------|---------------|----------------|
| Doug Cubberley       | X          |           |               |                |
| Stan Korducki        | X          |           |               |                |
| Leanne Eby           |            |           | X             |                |
| Tom Kiger            | X          |           |               |                |

This resolution is adopted by the majority of the Board. Doug Cubberley motioned and Stan Korducki seconded. Resolution passed.

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

  
\_\_\_\_\_  
Date

**Resolution #FY2017-01**

**AGREEMENT**

This agreement made and entered into on this 11th day of July, 2016, by and between the Wood County Alcohol, Drug Addiction, Mental Health Services Board, hereinafter referred to as the "Board" and Bill Ivoska, 29168 Belmont Farm Road, Perrysburg, OH 43551 hereinafter referred to as the "Consultant."

**I. PURPOSE**

**Whereas**, pursuant to Section 340.03 of the Ohio Revised Code, the Board must review and evaluate the quality, effectiveness, and efficiency of services provided through its community mental health plan; and

**Whereas**, Conduct research and focus groups for the purpose of gathering qualitative and quantitative data and generating reports regarding the Wood County Trauma Informed -Recovery Oriented System of Care and to further the development of the strategies in the Problem Gambling Strategic Plan. Refer to Attachment A for deliverables.

**Whereas**, Consultant is willing to perform the above services and the Board has authorized in a Resolution approving that a contract be entered into for this work and appropriate the money therefore.

**NOW, THEREFORE**, the parties, each in consideration of the promises of the other hereto, do hereby agree as follows:

**II. CONSULTANT'S RESPONSIBILITIES**

The Consultant agrees to do or provide the following:

1. Comply with all state, Local, and Federal laws and regulations;
2. Perform the services as described in the Proposal attached hereto as Attachment "A" and made a part of this Agreement.

**III. BOARD'S RESPONSIBILITIES**

The Board agrees to do the following:

1. Perform the responsibilities assigned to it in the Proposal attached hereto as Attachment "A" and made a part of this Agreement.

**IV. TIME FOR COMPLETION; TERMINATION**

The parties hereto agree that the Consultant will complete the responsibilities and obligations set forth in Section II above within 120 days from the date the last party has executed the Agreement and no later than June 30, 2017. Either party may terminate this agreement by providing thirty (30) days written notice to the other party of their intent to terminate.

**V. CONTRACT SUM AND METHOD OF PAYMENT**

The Board agrees that it will pay the sum of \$9,450.00 for the services to be rendered by the Consultant pursuant to this agreement. Payment of the above sum will be paid upon receipt of an invoice and completion, approval and acceptance of work.

## **VI. MODIFICATION OF AGREEMENT**

Any alteration or modification of the terms or conditions of this agreement must be in writing and signed by the parties.

## **VII. ASSIGNMENT**

The Consultant shall not assign any duties or compensation received under this Agreement without the express prior written consent of the Board

## **VIII. INDEPENDENT CONTRACTOR CLAUSE**

It is fully understood and agreed by and between the parties that the relationship between the Consultant and the Board shall be that of an independent contractor and that no employer-employee, or agent-principal relationship is created by this contract. The Board is interested in the results achieved and the conduct and control of the work will lie solely with the Consultant.

The Consultant is not entitled to any of the benefits the Board does provide its employees. It is further understood that the Board does not agree to use the Consultant exclusively. Moreover, it is understood that the Consultant is free to contract for similar services to be performed for other parties while he is under contract with the Board. The Consultant shall be solely liable and responsible to pay all required taxes and other obligation, including, but not limited to, withholding and social security.

The Consultant and any other individual performing services under this Agreement shall complete and submit to the Board, following the instructions on the form, the OPERS Independent Contractor Acknowledgment (PEDACKN) form.

## **IX. NONDISCRIMINATION CLAUSE**

It is understood and agreed that, in compliance with the provisions of Chapter 125.111, Revised Code of Ohio, the Consultant, any subcontractor, or any person acting on behalf of a contractor or subcontractor will not:

- A. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.
- B. Discriminate in any manner against or intimidate or retaliate against any employee hired for the performance of work under this contract on account of race, color, religion, sex, handicap, age, national origin or ancestry.

## **X. DEFEND, INDEMNIFY & HOLD HARMLESS CLAUSE**

The Consultant agrees that it will defend, indemnify and hold the Board, its officers, employees, agents and assigns harmless from any liabilities, claims or demands arising out of work performed pursuant to this contract from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property or economic loss due to the intentional or negligent acts of the Consultant or its officers, employees or agents. The Board shall give timely notice and accord to the Consultant the right to defend and settle all such claims.

**XI. PROOF OF INSURANCE**

The Consultant will obtain and/or maintain liability insurance for the duration of the contract period herein and shall provide certificate of such insurance to the Board prior to beginning any work under this contract.

**XII. DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 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, Contractor warrants that a finding for recovery has not been issued to Consultant by the Ohio Auditor of State. Consultant further warrants that Consultant shall notify Board within one (1) business day should a finding for recovery occur during the contract term.

**XIII. CHILD SUPPORT CLAUSE**

The Consultant declares that its principal officers, directors, shareholders and/or partners are current with any court-ordered child support payments pursuant to the Board of County Commissioners' Resolution No. 92-2041.

**XIV. 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.

**XV. 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.

**XVI. APPLICABLE LAW; JURISDICTION; VENUE.**

This Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Ohio. Each Party irrevocably consents to the exclusive jurisdiction of the courts of the State of Ohio in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement. Venue for any cause of action arising under or by reason of this Agreement shall be in Wood County, Ohio.

**XVI. ENTIRE AGREEMENT**

This Agreement, the schedules and all attachments designated on the face of the agreement as included shall constitute the entire agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral.

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

**FOR THE BOARD:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Board Chairperson

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

\_\_\_\_\_  
Executive Director

**FOR THE CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
Name & Title

**CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

I, Michael Sibbersen, Auditor of Wood County, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of 053 0253 5401.00 or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

\_\_\_\_\_  
Michael Sibbersen, Wood Co. Auditor

Amount: \$9,450.00

## Attachment A

### ROSC:

First is a request to conduct four focus groups in Wood County consisting of ADMAHS Board service providers, consumers, and concerned taxpayers in Wood County. The purpose of the focus groups is to gather qualitative data on the ADAMHS Board's trauma informed recovery system of care: system strengths, system weaknesses, and levels of satisfaction and accessibility throughout the system. A written report of the major themes will be delivered to the ADMAH Board the first week of September, 2016 and presentation will be made to the Board sub-committees as requested.

Estimated cost: \$4,500

### Gambling:

Second is a request to conduct further research on the BGSU freshman student population, as they represent a target population for problem of gambling addiction in Wood County. Using the Canadian Problem Gambling Severity Index (Ferris, J & Wynne, H., 2001). In addition to the CPGSI, we would ask about gambling activities; type of activities and frequency of activities: eg. frequency of playing cards for money, betting on sports teams, buying lottery tickets, etc. Additionally, we will gather other data such as with whom students gamble, where they gamble, family history of gambling, etc.

This data collection would take place on August 18-19, 2016 during the Department of Recreation and Wellness late night event at the Perry Field House. The data would consist primarily of freshman students and would give us the basis to build trend data over the next four years. It meets the goals of the Gambling Strategic Plan to keep the pulse on gambling addiction and activity in Wood County.

Estimated cost for gambling survey construction, data collection, data analysis and report preparation: \$4,950

|           |                |
|-----------|----------------|
| ROSC:     | \$4,500        |
| Gambling: | <u>\$4,950</u> |
| Total     | \$9,450        |