

AGREEMENT

This agreement made and entered into on this 25th day of July, 2017, 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, the Board must 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 therefor.

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, 2018. 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 \$20,000 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:

APPROVED AS TO FORM:



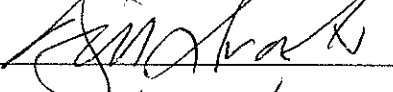
Paul A. Dobson
Wood County Prosecuting Attorney

FOR THE BOARD:



Tom Clemons
Executive Director

FOR THE CONSULTANT:



CONSULTANT / EVALUATOR
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: \$20,000

Attachment A

Ohio law requires the Ohio Department of Mental Health and Addiction Services (Ohio MHAS) to promote, assist in the development of, and coordinate or conduct programs for gambling addiction. The constitutional amendment that brought casinos to Ohio also includes Ohio MHAS as the authority expected to address problem gambling. This amendment includes a requirement that two percent of the tax on the casinos' gross revenue go to the State Problem Casino Gambling and Addictions Fund to support efforts to alleviate problem gambling and substance abuse and related research in Ohio. Ohio MHAS collaborates the Wood County Alcohol and Drug Addiction Services Board (ADAMHS) and others to establish and improve gambling treatment and prevention services for Ohioans.

In 2017, the Wood County ADAMHS Board adopted a Strategic Plan for Disordered Gambling Prevention. The Strategic Plan provides a foundation for the Wood County ADAMHS Board to determine resource allocation, service delivery and prevention activities for gambling prevention in Wood County.

The Wood County ADAMHS Board will continue to gather data to assist in targeted gambling prevention efforts. In order to gather data from differing populations, Dr. William Ivoska proposes to gather data on the extent of disordered gambling and of gambling activities in Wood County, including trend data over time. This initiative recommends data collection on disordered gambling from the clinical population, and on gambling activity from the Wood County general adult population, from BGSU's collegiate population, from the high school aged youth.

The purpose of these initiatives is threefold: first, to better understand the type and frequency of gambling activity in the county; second, to estimate the level of 'disordered' gambling in the county. The following deliverables and will be provided by Dr. William Ivoska by June, 2018.

1. **Ohio Lottery Commission data.** In collaboration with the Ohio Lottery commission, collect and analyze data on the extent of lottery sales in Wood County, both on-line and in local businesses, including trend data over the past 3 years. Make comparisons to other counties in Ohio. \$1500.00
2. **First Call for Help data.** In collaboration with The United Way of Greater Toledo's 211 line, and their affiliating agencies, collect and analyze trend data regarding the frequency of calls from Wood County residents regarding problem gambling. \$1200.00
3. **Wood County Adult Population Data.** In collaboration with the Wood County Health Department and the Hospital Council of Northwest Ohio, include survey data on problem gambling into the 2018 Wood County Community Health Survey. Collaborate on the creation of the survey instrument and the collection and analysis of gambling activities among adults in Wood County. \$5,500.00
4. **BGSU collegiate population data.** In collaboration with BGSU's Department of Wellness and with approval from BGSU's HSRB, collect data on the extent of gambling activities from a stratified random sample of the student population during the 2017-18 academic year. An on-line survey will be used. Analyze and report on results. \$5,500.00
5. **Wood County School Age Youth Survey.** In collaboration with the ESC and the school administrators at the 9 Wood County school districts, collect and analyze data on gambling activity among high school aged youth in the fall, 2017. Using a stratified random sample of classrooms and a reliable survey instrument, collect data on the types and extent of gambling activities among school aged youth. \$5,500.00
6. **County Fair convenience sample data.** Analyze data collected by the Wood County ESC on gambling activities at the Wood County and Pemberville Fairs in the summer, 2017. \$800.00

Dr. Ivoska will provide a written report on the results of the above 6 research initiatives, including data driven suggestions for targeted prevention efforts, by the end of June, 2018. Estimated expenses for the 7 initiatives equal \$20,000.

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