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Agreement - Resolution #2018-15

This Agreement is entered into as of October 1, 2017 between The Cocoon (hereafter referred to as "PROVIDER") and Wood County Alcohol, Drug Addiction and Mental Health Board ("THE BOARD") and shall continue in full force and effect until September 30, 2018.

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 advocacy and support services for Wood County residents that have been victims of sexual assault (hereinafter referred to as "victims").

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 offer victims advocacy and support services provided by the ~~Sexual Assault Awareness for Empowerment Center (SAAFE Center).~~ *The Cocoon*
 - b. Provider agrees to submit a monthly expense report on the VOCA Grant costs.
 - c. Provider agrees to submit copies of quarterly performance measure reports provided to the Office for Victims of Crime of the Ohio Attorney General's office; quarterly summaries of client's exit surveys and outcomes measures; and other outcome measures as captured in the Cocoon's Apricot Database.
3. BOARD'S Responsibilities
 - a. THE BOARD agrees to provide a partial cash match in the amount of \$136,000 in local levy funds to the PROVIDER. The maximum paid to PROVIDER under the terms of this agreement shall be \$136,000.

- b. The Board will make monthly payments of 1/12 of the total amount authorized by this Contract. The Board's matching funds will be verified by monthly expense reports provided by Cocoon.
4. Third-Party Liability Recovery. PROVIDER shall establish and implement appropriate procedures and shall use reasonable efforts to recover payment from third party payors. If a third party payor has been identified, PROVIDER shall not submit claims for payment to the Board until third party payors verify non-coverage.
5. Expenses. During the term of this Agreement, each party shall cover all costs of the performance of its own obligations under this contract. Neither party shall reimburse the other party's expenses (mileage, telephone fees, internet access, etc.) incurred as part of performance of this contract.
6. Compliance. THE PROVIDER is required to have policies and procedures which describe and control the PROVIDER'S operations and services provided. THE BOARD acknowledges the existence of these policies and procedures and agrees that its workforce members or this contract will not interfere with the ability of PROVIDER to comply with its accrediting body's standards.
7. 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.
8. 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 parties are free to perform services for other persons or entities while performing services or duties under this agreement.
9. 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 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.

10. 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.
11. 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 of the right to defend and settle all such claims
12. 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.
13. Independent Contactor: 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.

14. Termination. Either party may terminate this Agreement at any time by 30 calendar days' written notice to the other party.
15. 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.

16. 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.

17. 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.
18. 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.
19. 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 party.
20. 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 The Cocoon: The Cocoon
Attn: Kathy Mull, Interim CEO
200 Campbell Hill Road
Bowling Green, OH 43402

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

21. 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.
22. 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.

23. 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.

The Cocoon

Wood County ADAMHS Board

By: [Signature] Date: 12/4/17

By: Tom Clemens Date: 12/4/17

Kathy Mull, CEO/Managing Director

Executive Director

Wood County ADAMHS Board Chair

By: [Signature] Date: 12-4-17

Approved as to form:

[Signature]

Date: 11/17/17

for 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 \$136,000.

Matthew Oestreich

11/23/2017

Matt Oestreich, Wood County Auditor

Date

Match of \$136,000 approved by WCADAHS Board