

**AGREEMENT BETWEEN LAURA FULLENKAMP AND WOOD COUNTY ALCOHOL,  
DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD FOR  
CRIMINAL JUSTICE CONSULTING**

This agreement made and entered into on this 31 day of July, 2017, by and between the Wood County Alcohol, Drug Addiction, Mental Health Services Board, hereinafter referred to as the "Board" and Laura Fullenkamp, MA, PCC-S, 139 S. Lind St, Deshler, Ohio 43516, 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**, Wood County has stated its commitment to the reducing the number of people suffering with behavioral health disorders in the criminal justice system;

**Whereas**, the Board desires consultation services to help evaluate the current interactions between the behavioral health and criminal justice systems in Wood County in order to improve collaborative efforts;

**Whereas**, Consultant is willing to perform the above services and the Board has authorized in the Board System of Care Budget for FY 2018 (Resolution #FY17-35) appropriated funds for this purpose;

**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 letter dated May 22, 2017 attached hereto as Attachment "A" and made a part of this Agreement.

**III. BOARD'S RESPONSIBILITIES**

The Board agrees to do the following:

1. Facilitates related meetings in order to meet the purpose and objectives of this engagement as outlined in the Proposal attached hereto as Attachment "A".

**IV. TIME FOR COMPLETION; TERMINATION**

The parties hereto agree that the Consultant will complete the responsibilities and obligations set forth in Section II above from July 1, 2017 through June 30, 2018, providing a final quarterly report to the Board no later than August 31, 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 \$17,000 for the services to be rendered by the Consultant pursuant to this agreement. Payments will be made quarterly (one quarter of the total

amount of this agreement) upon receipt of an invoice, evidence of progress toward consultation objectives detailed in the quarterly report provided to the board. Quarterly Reports shall be expected in the month following the quarter as Board schedule allows. Anticipated reports would be in the month of October 2017, January 2018, April 2018 and August 2018. Payment will be made within 30 days of date invoiced or date reported, whichever is later.

## **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 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. 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.

**XII. 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.

**XIII. 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.

**XIV. 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.

**XV. 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:**

  
\_\_\_\_\_  
Tom Clemons  
Executive Director

**FOR THE CONSULTANT:**

  
\_\_\_\_\_  
Laura Fullenkamp, MA, PCC-S  
Consultant

**APPROVED AS TO FORM:**



Paul A. Döbson  
Wood County Prosecuting Attorney

**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: \$17,000

May 22, 2017

Tom Clemons  
ADAMHS Board of Wood County  
745 Haskins Road, Suite 8  
Bowling Green, Ohio 43402

Dear Mr. Tom Clemons,

I am submitting this proposal to provide consultation services to the ADAMHS Board to facilitate collaboration and coordination between the board system of care and the criminal justice system in Wood County.

Purpose and Objectives:

1. Establish county wide communication process between mental health and addictions services and the criminal justice system via:
  - a. Establish a Criminal Justice Collaboration Committee by September 30, 2017.
  - b. Conduct focus groups with law enforcement chiefs or their designees.
  - c. To bring awareness to issues, concerns, and problems that should be addressed and strengths to be amplified through conducting individual interviews and meetings, focus groups, and/or surveys of:
    - i. Wood County Law Enforcement
    - ii. Mental Health and Addictions Clinicians
    - iii. Clients
    - iv. Family Members
  - d. Provide quarterly report to board staff
2. Assess the status of Wood County Sequential Intercept Mapping project report on strengths, weaknesses, opportunities and threats by March 30, 2018.
3. Assist in facilitation of the Crisis Intervention Team (CIT) program through:
  - a. Educational expansion that will be tailored toward the provision of training to:
    - i. other emergency personnel such as fire and EMS.
    - ii. the behavioral health community to advance clinicians knowledge of the criminal justice system.
  - b. Advance county wide data collection, through beginning of a pilot program in which one criminal justice agency will engage in data collection and receive support to provide evidence of current system needs and monitor effectiveness of CIT intervention

I believe that my previous employment experiences and credentials support my capabilities to complete the above listed objectives. I am an independently licensed counselor with supervisory endorsement. I have a previous history of working toward collaboration between the mental health and addiction services system and criminal justice system. Relevant experiences within my employment history include assisting in facilitation of Sequential Intercept Mapping in Wood County; development of the

Crisis Intervention Team Training program and dispatcher companion course; training others within the community as a Mental Health First Aid trainer; implementation of screenings and assessments within the Wood County court system; and assisting in obtaining grant funding for treatment programming within Wood County such as Assertive Community Treatment.

Fees for the above mentioned services will total \$17,000 annually to be paid in quarterly portions upon receipt of evidence of progress toward consultation objectives in the quarterly report. I appreciate your time and consideration of this proposal.

Sincerely,

Laura Fullenkamp, MA, PCC-S