

SEP 10

WOOD COUNTY

AUG 31 2017

SERVICES BOARD

Agreement between Family Service of Northwest Ohio-Four County Family Center and Wood County Alcohol, Drug Addiction and Mental Health Services Board

This Agreement is entered into as of July 1, 2017 between Family Service of Northwest Ohio-Four County Family Center/Comprehensive Crisis Care ("THE PROVIDER") and Wood County ADAMHS Board ("THE BOARD") and shall continue in full force and effect until June 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, THE PROVIDER provides crisis stabilization services and mental health treatment to adolescent youth under 18 years of age in Napoleon, Ohio;

WHEREAS, the BOARD desires to engage the services of THE 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 THE PROVIDER agree as follows:

1. **Agreement.** Subject to the terms and conditions of this Agreement, THE PROVIDER hereby agrees to perform the services set forth herein, and THE BOARD hereby accepts such agreement.
2. **Duties:** THE PROVIDER agrees to provide residential alcohol and other drug addiction treatment and mental health treatment to individuals referred by the BOARD; THE BOARD agrees to refer individuals who meet the criteria of needing such treatment to THE PROVIDER, when applicable and deemed appropriate by THE BOARD. THE BOARD further agrees to reimburse THE PROVIDER for such treatment when THE PROVIDER accepts one of these said referrals into its residential treatment program
3. **Term:** This engagement shall commence upon execution of this Agreement and shall continue in full force and effect until June 30, 2017.
4. **Third Party Liability; Recovery;** THE 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, THE PROVIDER shall not submit claims for payment until third party payors verify non-coverage or ninety (90) days after billing the third party payors, whichever occurs first.
5. **Compensation:** As full compensation for the duties rendered pursuant to this Agreement, THE BOARD shall pay THE PROVIDER at the per diem rate of \$350.00 per day of residential treatment provided by THE PROVIDER. Such compensation shall be payable to THE PROVIDER within 30 days of receipt or sooner after the remittance advice is created, consistent with MACSIS guidelines. The maximum amount to be paid to THE PROVIDER under the terms of this agreement shall be \$5,000.
6. **Expenses.** During the term of this Agreement, each party shall cover all costs of its own performance of obligations under this contract. Neither company shall reimburse the other party's expenses (mileage, telephone fees, internet access, etc.) incurred as part of performance of this contract.

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7. Compliance. THE BOARD acknowledges that THE PROVIDER is accredited by a national accrediting body as a provider of behavioral health services, the Commission on Accreditation of Rehabilitation Facilities (CARF). As such, THE PROVIDER is required to have policies and procedures which describe and control how the agency is operated 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 THE PROVIDER to comply with its accrediting body's standards.
8. Records, Access and Maintenance. THE PROVIDER shall maintain complete and accurate accounting records, in a form and in accordance with generally accepted accounting principles, to substantiate that THE 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 the Ohio Department of Mental Health and Addiction Services' licensure and certification requirements, Medicaid requirements, and the terms of this Agreement. THE 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 THE PROVIDER is aware, are completed, whichever is longer.
9. 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 entity companies are free to perform services for other parties while performing services or duties under this agreement.
10. Non Discrimination. Pursuant to O.R.C., Section 125.111 and, where applicable, Executive Order 2011-05K, THE PROVIDER agrees that THE PROVIDER, any subcontractor, and any person acting on behalf of THE PROVIDER or subcontractor, shall not discriminate, intimidate, or retaliate 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, agrees that, any subcontractor, and any person acting on behalf of THE PROVIDER or subcontractor, shall not discriminate against an Individual or 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.
11. Americans With Disabilities Act/Accessibility of Facilities and Services. THE 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.
12. Drug-Free Workplace. THE 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. THE 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.

13. Indemnification. THE PROVIDER agrees that it will defend, indemnify and hold the BOARD, Wood County, and its officials, 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 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 of the right to defend and settle all such claims
14. 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.
15. Independent Contactor; No Agency. THE PROVIDER is an independent contractor. THE PROVIDER is fully independent and autonomous from the BOARD. THE PROVIDER has full and sole authority to make decisions regarding its governing structure, its employees, and the services it provides. THE 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 THE 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.

From time to time, THE 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 THE PROVIDER in performing THE PROVIDER's duties under this Agreement. THE PROVIDER may also contract with entities that will assign professional or temporary employees to THE PROVIDER to serve as THE 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. THE PROVIDER shall be fully and solely responsible for the supervision and payment of such Assistants and for all work performed by such Assistants.

16. Termination. Either party may terminate this Agreement at any time by 14 calendar days' written notice to the other party. In addition, if one of the parties fails or refuses to comply with the written policies or reasonable directives of the other party or materially breaches provisions of this Agreement, either party at any time may terminate the Agreement immediately and without prior written notice to the other party.
17. 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 THE 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.

18. 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.
19. 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.
20. 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.
21. Assignment. Neither entity company 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 entity.
22. 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

8/18/2017

If to Family Service of Northwest Ohio:

Family Service of Northwest Ohio
Attn: Tim Yenrick, President and CEO
Address: 701 Jefferson
Toledo, Oh 43604

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

23. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
24. 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.
25. 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.

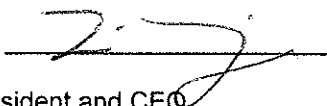
IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Family Service of Northwest Ohio

Wood County ADAMHS Board

Tim Yenrick, President and CEO

Tom Clemons, Executive Director

By: 

President and CEO

By: 

Executive Director

Approved as to form:



Date: 8/22/17

Paul A. Dobson
Wood County Prosecuting Attorney

8/18/2017

CERTIFICATE OF ESTIMATED EXPENDITURES

I, Tom Clemons, Executive Director of the Wood County Alcohol, Drug Addiction, and Mental Health Services Board (hereinafter WCADAMHS) do hereby certify pursuant to the provisions of Ohio Revised Code §5705.41(D)(3) that WCADAMHS will pay \$350 per day to Family Service of Northwest Ohio-Four County Family Center/Comprehensive Crisis Care during the term of this Contract from July 1, 2017 until June 30, 2018 for an estimated total expenditure not to exceed \$5,000. I hereby certify said amount to Wood County Auditor Michael Sibbersen, fiscal officer of WCADAMHS for Certification of Availability of Funds for this contract as required by O.R.C. §5705.41(D).

Tom Clemons 9-13-17

Tom Clemons, Executive Director
Wood County Alcohol Drug Addiction and Mental Health Services Board

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Michael Sibbersen, 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 \$5,000.00

Michael Sibbersen

Michael Sibbersen, Wood County Auditor

8-25-17

Date