

AGREEMENT-Resolution #FY2017-42
TO PROVIDE MENTAL HEALTH,
ALCOHOL AND DRUG TREATMENT SERVICES

This Agreement to Provide Mental Health, Alcohol and Drug Addiction Treatment Services (“Agreement”) is made and entered into as of July 1, 2017 (the “Effective Date”) by the Wood County Alcohol, Drug Addiction and Mental Health Services Board, a political subdivision organized pursuant to Chapter 340 of the Ohio Revised Code (the “ORC”) with offices located at 745 Haskins Road, Suite H, Bowling Green, Ohio 43402-1600 (the “Board”) and Wood County NAMI an Ohio non-profit corporation, with offices located at 541 West Wooster Street Bowling Green, Ohio 43402 (“Agency”) (each a “Party” and sometimes collectively referred to as the “Parties”). Capitalized terms used throughout this Agreement are defined as set forth in Attachment C, which is attached hereto and incorporated herein by reference.

RECITALS

WHEREAS, the ADAMHS Board in conformity with Chapter 340 of the ORC, is responsible for planning, contracting, funding, auditing, and evaluating mental health and alcohol and drug addiction treatment services in accordance with Ohio law for the residents of Wood County; and

WHEREAS, Agency is an Ohio nonprofit corporation and is qualified to provide the mental health and alcohol and drug addiction prevention and recovery Services described in this Agreement; and

WHEREAS, Agency is engaged in the business of providing mental health and alcohol and drug addiction treatment Services to the residents of Wood County; and

WHEREAS, the Board desires to engage the Services of Agency and Agency desires to accept such engagement upon the terms and conditions set forth herein; and

WHEREAS, such services are exempt from competitive bidding pursuant to Section 340.03 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Board and Agency hereby agree as follows:

1. Services and Scope of Work.

- 1.1 Services. In accordance with the terms of this Agreement, Agency agrees to provide and Board agrees to purchase mental health and alcohol and drug addiction prevention and recovery Services (the “Services”) listed on the Attachment A Form of this Agreement. Services will be provided as described in Agency’s approved budget on the Attachment A form. All services will be provided to Wood County residents or individuals who are eligible for Services pursuant to Section 2.

1.2 Other Work. Agency has the right to perform Services for others during the term of this Agreement as long as such other engagement or performance does not interfere in any way with the performance of the Services for the Board and are not funded with non-Medicaid funds paid by the Board.

2. **Eligibility for Services.**

2.1 Wood County residents who are impacted by, or interested in, mental illness and/or substance abuse are eligible for services. This includes those individuals with these conditions and their family members and significant others and friends.

3. **Funding.**

3.1 The maximum amount paid to the Agency by the Board, under this Agreement, shall be \$215,359. Subject to the availability of funds, payment for non-Rehabilitation Option Services shall be paid in twelve equal monthly installments, in amounts up to the Board allocation amount as identified on Attachment A.

3.2 The Board shall monitor utilization of Board dollars on a monthly basis. Recommendation to alter the amount of the Agreement shall be based on the actual Services utilization and subsidy payments by the Board.

3.2 Funds provided by the Board are restricted in nature and can only be used for the purpose of providing the agreed upon mental health and substance abuse education, prevention and recovery services to Wood County residents in accordance with the requirements of this Agreement. Any other use of these funds, unless specifically negotiated and agreed to by both Parties, is strictly prohibited.

3.3 Reductions in Federal, State or Local Funds. If, due to its evaluation of available information, the Board anticipates a reduction in the public funds it has budgeted for payment for education, prevention and recovery support services; or if the Board is notified of or experiences a reduction in funding, it may prospectively reduce unused budget allocations for payment of monthly grant payments. If such a situation occurs, the Board, if possible, shall give Agency thirty (30) days prior written notice of the reduction in funding and take all measures the Board deems reasonably necessary to mitigate the impact of any reduction in funding on Agency.

4. **Independent Contactor; No Agency.**

4.1 Agency is an independent contractor. Agency is fully independent and autonomous from the Board. Agency has full and sole authority to make decisions regarding its governing structure, its employees, and the services it provides. 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.

- 4.2 It is further understood that the Board does not agree to use Agency exclusively. Moreover, it is understood that the Agency is free to contract for similar services to be performed for other parties while it is under contract with the Board. The Agency shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to withholding and social security.
- 4.3. Agency's Employees and Assistants. From time to time, Agency 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 Agency in performing Agency's duties under this Agreement. Agency may also contract with entities that will assign professional or temporary employees to Agency to serve as Agency's Assistants. Agency acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of ORC Chapter 145 solely on the basis of this Agreement. The Board has no relationship with or to such Assistants and such Assistants are not employees, agents, consultants, representatives, assistants or independent contractors of Board. Agency shall be fully and solely responsible for the supervision and payment of such Assistants and for all work performed by such Assistants.
5. **Acknowledgment of Board Funding**. For Services funded by the Board pursuant to this Agreement, Agency's marketing materials and letterhead shall acknowledge that Agency is a contract agency of the Board.
6. **Insurance**. Agency shall at its expense, obtain the minimum insurance coverage set forth in this section and keep such insurance in effect throughout the term of this Agreement.
 - 6.1 Comprehensive General Liability Coverage. Agency shall obtain comprehensive general liability insurance providing single limit coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate.
 - 6.2 Comprehensive Professional Liability Coverage. Agency shall obtain comprehensive professional liability insurance providing single limit coverage in the amount of one million dollars (\$1,000,000.00) per each claim and two million dollars (\$2,000,000.00) aggregate.
 - 6.3 Workers Compensation. Agency shall comply with the laws of the State of Ohio regarding workers compensation coverage.

- 6.4 Automobile Liability Insurance. Agency shall obtain automobile insurance for all vehicles owned and leased by Agency which are used to transport clients receiving Services from Agency in an amount of at least one million dollars (\$1,000,000.00) combined single limit coverage.
- 6.5 Directors and Officers Liability Insurance. Agency shall obtain directors and officers' liability insurance in an amount of at least one million dollars (\$1,000,000.00).
- 6.6 Insurance Requirements. All insurance policies required by this Agreement shall provide coverage for all claims arising from activities during the term of the policy, regardless of the date the claim is filed.
- 6.7 Named Insured. Agency shall name the Board as an additional named insured on its general and professional liability insurance policies.
- 6.8 Evidence of Insurance. Agency shall provide the Board with certificates of insurance evidencing its general and professional liability coverage, compliance with the State of Ohio workers compensation laws, automobile liability, employer's liability, and directors' and officers' insurance coverage upon request. Such certificates shall include a notice of cancellation, change or amendment clause with notice to be sent to the Board at least ten (10) days prior to any such event.
7. Agency's Reporting Obligations. Agency shall submit the reports required by applicable federal and state laws and regulations and identified in Attachment C to the Board. In meeting its reporting obligations, Agency shall comply with federal and state laws and regulations governing the confidentiality of client information.
8. Indemnification. Agency agrees that it will defend, indemnify and hold the Board and Wood County 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 Agency or its officers, employees, agents, or assigns. The Board and Wood County shall give timely notice and accord to the Agency the right to defend and settle all such claims.
9. Records, Access and Maintenance.
 - 9.1 Agency shall maintain complete and accurate accounting records, in a form and in accordance with generally accepted accounting principles, to substantiate that Agency'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 OhioMHAS licensure and certification requirements and the terms of this Agreement. Agency 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 Agency is aware, are completed, whichever is longer.

9.2 Reportable Incidents and Investigations.

9.2.1 Agency shall ensure that all Reportable Incidents are reported to the Board and OhioMHAS, in writing, within twenty-four (24) hours, excluding weekends and holidays, of discovery of the Reportable Incident in accordance with applicable law.

9.2.2 Agency shall investigate all Reportable Incidents and take appropriate action in response to the Reportable Incidents.

9.2.3 Agency shall cooperate with the Board in investigations initiated by the Board of Reportable Incidents involving allegations of abuse and neglect of persons served by Agency. Agency shall also cooperate in implementing action determined by the Parties to be necessary to correct the conditions which have caused or contributed to abuse or neglect.

9.3 The Parties further agree that records required by the Board with respect to any questioned costs, audit disallowance, litigation or dispute between the Board and the Agency shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Board shall require a review of the records related to these services from its other records of operation.

10. Audits and Inspections.

10.1 At any time during normal business hours and as often as the Board may deem necessary and in such a manner as not to interfere with the normal business operations, the Agency shall make available to the Board, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Board to audit, examine and make excerpts or transcripts from such records. The Agency agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provisions of this Agreement. Any audit findings will be the sole responsibility of the Agency. The Agency recognizes and agrees that the Board may withhold any money due and recover through any appropriate method, any money erroneously paid under this Agreement, if evidence exists of less than full compliance with this Agreement. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current. Checks held more than sixty (60) days will be canceled and will not be re-issued. The Board also reserves the right to not increase the rate(s) of payment or the overall contract amount for services purchased under this Agreement if there is any outstanding or unresolved issue related to an audit finding.

10.2 Annual Financial and Compliance Audits.

10.2.1 Annual Financial and Compliance Audit. Agency shall select and retain an independent auditor to perform an annual independent financial audit according to the standards of the American Institute of Certified Public Accountants (“AICPA”). The Board agrees to accept a fiscal audit report prepared by Agency’s independent auditor, in accordance with the requirements of ORC. §340.03(A)(6) and Chapter 117 of the Ohio Administrative Code and the Financial and Compliance Audit Guidelines issued by OhioMHAS which can be found on the OhioMHAS website, as the fiscal audit report required by ORC §340.03(A)(6).

10.2.2 Fiscal Audit Report. Agency shall submit one copy of the independent auditor’s fiscal audit report to the Board within one hundred twenty (120) days after the close of the state fiscal year. Pursuant to prior written approval and for good cause, the Board may extend the time period for submission of the report.

10.2.3 Corrective Action Plan (“CAP”). If Agency’s financial and compliance audit contains a qualified opinion, the Agency is required to provide the Board with a CAP addressing those findings within thirty (30) days after submission of the audit report. Any CAP should adhere to the format and content requirements contained in the “Financial and Compliance Audit Guidelines” published by OhioMHAS, and any dispute regarding the CAP shall be resolved in accordance with those guidelines.

11. **HIPAA Compliance.** Each Party shall discharge its respective obligations pursuant to the Health Insurance Portability and Administration Act of 1996 (“HIPAA”) and other applicable laws regarding its use and disclosure of protected health information (“PHI”).

12. **Term.** This Agreement shall commence on July 1, 2017, and shall continue in full force and effect until June 30, 2018.

13. **120-Day Notice.**

13.1 Each Party shall provide the other Party with written notice at least one hundred twenty days (the “120-day Notice”) in advance of the expiration of this Agreement of that Party’s intent not to renew the Agreement or propose substantial changes in contract terms on renewal in accordance with Revised Code Sections 340.03. For purposes of this Agreement, a “substantial change” shall include, but not be limited to: fluctuations in funding of 10%; termination of funding for any of the Services that Agency has been providing in accordance with this Agreement; or other changes regarding the amount, scope, duration of Services or requirements related to the Services.

- 13.1.1 The 120-day Notice shall include the following information:
 - 13.1.2 Summarize the nature and approximate scope of the proposed changes to the Agreement;
 - 13.1.3 Identify the reasons for the proposed changes to the Agreement or non-renewal of the Agreement;
 - 13.1.4 If relevant, an estimate of the financial impact of the proposed changes to the Agreement.
- 13.2 The 120-day Notice may be supplemented by either Party by information that becomes available after it is given.
- 13.3 During the first sixty (60) days of the 120-day Notice period, both Parties shall attempt to resolve any dispute through good faith negotiations in order to continue to provide services to persons in need. If the dispute has not been resolved within sixty (60) days before the expiration date of the Agreement, either Party may notify OhioMHAS of the unresolved dispute. The Director(s) may require both Parties to submit the dispute to a third party with the cost to be shared by the Board and the Agency. The third party shall issue to the Board, the Agency, and OhioMHAS, recommendations on how the dispute may be resolved twenty (20) days prior to the expiration date of the Agreement, unless both Parties agree to a time extension.

14. Dispute Resolution.

- 14.1 Notice of Dispute. In the event of any dispute, claim, question, or disagreement arising from, or relating to this Agreement or breach thereof, the Party complaining of a dispute shall provide written notice of the nature of the dispute to all other parties to this Agreement. In the event that the dispute involves another agency or facility which is not a Party to this Agreement, the notice shall include information on the other agency or facility and shall be served on such agency or facility in addition to the Parties to this Agreement.
- 14.2 Best Efforts and Good Faith. The procedures for dispute resolution under this section shall be completed within 60 days after service of the notice unless the Parties otherwise agree. The parties shall meet at least once to resolve the issues prior to the expiration of 60 days. The parties shall use their best efforts (including the participation of a member of each of their Boards of Directors as necessary) to settle such dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Either Party may require the other Party to convene a meeting of the Board of the other Party to review the dispute.

If the Parties cannot agree informally to a resolution of the dispute, the matter shall be submitted to OhioMHAS, based on the area of dispute of primary funding source, for further proceedings:

- i. any decision of OhioMHAS shall be non-binding.
- ii. the decision by OhioMHAS shall be presented to the Board and the Agency and shall be made a part of the record of any further proceedings, regardless of forum.
- iii. In the event that either Party rejects the decision of OhioMHAS then it shall provide written reasons, which shall also be a part of the record of any further proceedings, regardless of forum.

At the conclusion of the review by OhioMHAS, the Board shall make a final decision which is subject to review under ORC Chapter 2506.

- i. Proceedings shall meet due process requirements under Chapter 2506 of the Ohio Revised Code and the Board shall make a record.
- ii. Hearing and decision shall be complete not later than 60 days from date of decision by OhioMHAS.

14.3 Nothing in this section shall be construed as limiting the rights of the Parties to any other available legal remedies.

14.4 Status quo shall be maintained throughout any dispute resolution process.

15. Termination.

15.1 Termination by Board. If Agency fails to provide the Services as provided in this Agreement for any reason or if Agency otherwise materially breaches this Agreement, the Board may consider Agency in default. The Board agrees to give Agency thirty (30) days written notice specifying the nature of the default. If Agency fails to cure the default in accordance with a written plan of action approved by the Board, then the Board may terminate this Agreement at the end of the 30 day notice period, subject to the Continuation of Services provision under Section 15.3. Any extension of time shall not be construed as a waiver of any rights or remedies the Board may have under this Agreement.

15.1.1 For purposes of this Agreement, material breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement. A material breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.

15.3 Continuation of Services.

20.3.1 In the event that any service provided under this Agency is to be terminated, the Board shall provide notice of such proposed termination to the Agency.

The Agency shall continue to provide such service until the Agency has arranged for alternative services or until a period of 90 days after the date of such notice, whichever period is shorter. The Board shall pay for services actually provided by the Agency during the 90 day period, to the extent that funds are available to the Board from any source.

- 15.3.2 The Agency shall ensure continuity of care for all clients, including, but not limited to: (1) transfer of records to the extent requested and permitted by the client and permitted under applicable law; (2) all steps reasonably required ensuring full transfer of services to the new agency.

Staff from the prior agency may continue care after transfer when practical, not clinically contraindicated, and approved by the Board.

- 15.3.3 If the Board has determined that the Agreement shall be terminated pursuant to the Section 20.2:

- a. The Board shall give notice to all Parties and, upon receipt of said notice, the obligations of all Parties shall cease.
- b. The Board shall not make any additional payments to the Agency until all final audits are complete. Funds withheld pursuant to Section 15.5 may be used, at the sole discretion of the Board, for final reconciliation of costs. Nothing in this Section shall remove or compromise the right of the Board to recover overpayments or to make other adjustments as set forth in this Agreement.

- 15.4 Termination by the Agency. The Agency may terminate this Agreement if the Board fails to provide funding to the Agency as required under this Agreement, or if there are other material, uncured breaches of duties of the Board under this Agreement. No such termination shall be effective until the Agency has completed all stages of the dispute resolution procedure set forth in Section 14 and has given the Board at least thirty days written notice after the conclusion of such proceedings.

- 15.5 Suspension of Payments. The Board may, in its sole discretion, suspend payment pending correction of any of the conditions amounting to a material breach.

16. Amendments.

- 16.1 Automatic Amendment. Nothing in this Agreement shall limit the rights of Parties otherwise provided under Federal or State law; and in the event that any of the terms of this Agreement are in conflict with any Federal or State statute or rule, this Agreement shall be automatically amended to conform to such statute or rule.

- 16.2 Amendments by Agreement. This Agreement may be amended, modified, or extended by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this Agreement. All requests for program or contract

modifications shall be in writing to the Board's Executive Director. Notification regarding the Board's action for modification shall also be in writing. It is the Board's policy not to grant contract modifications, except in extenuating circumstances.

17. **Assignment; Subcontract.** Agency shall not assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. Agency shall notify the Board if it enters into a subcontract with any third party for the performance of any Services pursuant to this Agreement.

18. **Non Discrimination.**
 - 18.1 **In Employment.** It is understood and agreed that, in compliance with the provisions of Chapter 125.111, Ohio Revised Code, (A) that in the hiring of employees for the performance of work under this Agreement or any subcontract, no Agency or any person acting on behalf of any Agency shall, by reason of race, color, religion, sex, handicap, age, military status, national origin or ancestry discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates; (B) that no Agency nor any person on its behalf shall, in any manner discriminate against or intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, handicap, age, military status, and national origin or ancestry.

 - 18.2. **In Provision of Services.** Agency shall not deny available Services to individuals eligible for Services under this Agreement on the basis of religion, race, ethnicity, creed, sexual orientation, color, sex, national origin, age, physical or mental handicap, developmental disability, HIV infection or AIDS, or inability to pay. However, the prohibition on denial of Services to individuals based upon inability to pay shall not be construed to require Agency to provide uncompensated care.

19. **Statutory Compliance; Availability of Funds.** None of the rights, duties, and obligations described in the Agreement shall be binding upon either Party until all statutory provisions of the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are actually made available and forthcoming from the appropriate state agencies.

19. **Americans With Disabilities Act/Accessibility of Facilities and Services.** The Agency agrees as a condition of the Agreement to comply with *The American's 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.

20. **Drug-Free Workplace.** Agency certifies and affirms that Vendor 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. Agency 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.
21. **Conflict of Interest.** No personnel of the Agency or any subcontractor of the Agency, no member of the governing body of any locality, and no other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, who exercise any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of such work, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to carrying out said work. Any such person, who prior to the execution of this Agreement acquires any such incompatible or conflicting personal interest, or after the effective date of this agreement involuntarily or voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his interest to the Board in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Board shall determine that, in the light of the personal interest disclosed his participation in any such action would not be contrary to the public interest.
22. **Child Support Clause.** The Agency 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.
23. **Unusual Circumstances Affecting Performance.** In the event that the Agency cannot meet any or all of the obligations placed upon it by the terms of this agreement, (1) the Agency shall immediately so notify the Board in writing, and (2) the Board shall make reasonable efforts to assist the Agency in meeting its obligations under the Agreement. If within thirty (30) days the Agency remains unable to comply with its obligations under this Agreement, the Agency may seek modification in accordance with the procedures set forth in this Agreement. Nothing in this provision shall be interpreted or construed as limiting the right of the Board to terminate the Agreement.
24. **Debarment and Suspension.** The Board may not contract with Agencies on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689. By signing this Agreement, Agency warrants that Agency is excluded from the List and will immediately notify the Board if Agency is added to the List at any time during the life of this Agreement. Upon receipt of notice, the Board will issue a termination notice in accordance with the terms of this Agreement. If Agency fails to notify the Board, the Board reserves the right to immediately suspend payment and terminate the Agreement.

25. **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, Agency warrants that a finding for recovery has not been issued to Agency by the Ohio Auditor of State. Agency further warrants that Agency shall notify the Board within one (1) business day should a finding for recovery occur during the Agreement term.
26. **Lobbying.** Agency warrants that during the life of this Agreement, Agency has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Agency further warrants that Agency will disclose any lobbying with any non-Federal funds that takes place in connection in obtaining any Federal award. Upon receipt of notice, Board will issue a termination notice in accordance with the terms of this Agreement. If Agency fails to notify Board, the Board reserves the right to immediately suspend payment and terminate the Agreement.
27. **Nonforbearance.** No act of forbearance or failure to insist on the prompt performance of the Agency of its obligations under this Agreement, either expressed or implied, shall be construed as a waiver by the Board of any of its rights hereunder.
28. **Fraud.** If it should be determined that an Agency is involved in fraudulent acts, there shall be immediate notification that the Agreement shall be terminated. Any felony shall be reported to the proper authorities.
29. **No Waiver.** No waiver by either Party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or as a waiver of any breach of any other provision of the Agreement. The failure of either Party at any time to require performance of any provision of this Agreement shall in no manner affect such Party's right to enforce the same at a later time.
30. **Remedies.** Except where otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.
31. **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.

32. **Notice.** Any notice required pursuant to this Agreement shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the notice is addressed; (iii) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (iv) three (3) calendar days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available. Notices shall be sent to the Parties at the addresses set forth below:

To ADAMHS Board:

745 Haskins Road, Suite H
Bowling Green, Ohio 43402
Attention: Tom Clemons, Executive Director
Telephone: 419-352-8475
Facsimile: 419-352-3349

To Wood County NAMI:

541 West Wooster Street
Bowling Green, Ohio 43402
Attention: Jessica Schmitt, Executive Director
Telephone: 419-352-0626

33. **Entire Agreement.** This Agreement, along with its Schedules, Exhibits, and Attachments attached hereto and incorporated by reference herein, sets forth the entire agreement and supersedes any and all prior agreements of the Parties with respect to the transactions set forth herein. Neither Party shall be bound by, and each Party specifically objects to, any term, condition, other provision, policy guideline or directive which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by the other Party in any correspondence, document, or other communication unless the Party to be bound thereby specifically agrees to such provision in writing. In the event that any provision contained within a Schedule to this Agreement conflicts with a provision of the Agreement, the Agreement shall take precedence and control.
34. **Severability.** 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 thereof.

- 35. **Notice of Claims.** Each Party shall promptly inform the other Party of any information related to the provision of Services by Agency, which could reasonably lead to a claim, demand or liability of or against the other Party by any third party.
- 36. **Headings.** The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 37. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
- 38. **Client Outcomes Measurement.** Agency agrees to collect programmatic, satisfaction and outcomes information and provide reports to the Board as outlined by Attachment C.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the date first written above.

Wood County Alcohol, Drug Addiction and
Mental Health Services Board

Agency: Wood County NAMI

By: Jim Clewson
WCADAMHS Director

By: Janice Schmitt

By: T. J. Kiger
WCADAMHS Board Chair

Its: Executive Director

Approved as to form:

Paul A. Dobson
Paul A. Dobson
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 Agreement has been lawfully appropriated for the purpose of this Agreement and is in the treasury of 053-0253-401.00 or in the process of collection to the credit of the appropriate fund, free from prior encumbrance. The total amount shall not exceed \$215,359.00.

Michael Sibbersen
Michael Sibbersen, Wood County Auditor

6-30-17
Date

Index of Attachments

- Attachment A - Agency Expense and Revenue Budget
- Attachment B - Subsidy Sliding Fee Scale and Sliding Fee Guidelines
- Attachment C- Required Reports

Attachment A

NAMI		
	Board Approved	Notes
NAMI Wood County	\$215,359.00	

Attachment B

Subsidy Sliding Fee Scale

123

Income Level	Subsidy Amount
0%	\$0.00
1%	\$0.00
2%	\$0.00
3%	\$0.00
4%	\$0.00
5%	\$0.00
6%	\$0.00
7%	\$0.00
8%	\$0.00
9%	\$0.00
10%	\$0.00
11%	\$0.00
12%	\$0.00
13%	\$0.00
14%	\$0.00
15%	\$0.00
16%	\$0.00
17%	\$0.00
18%	\$0.00
19%	\$0.00
20%	\$0.00
21%	\$0.00
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23%	\$0.00
24%	\$0.00
25%	\$0.00
26%	\$0.00
27%	\$0.00
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Attachment C

Defined Terms

“Client” means an individual receiving Services funded through this Agreement.

“ADAMHS Board” means the Wood County Alcohol, Drug Addiction and Mental Health Services Board.

“Medicaid” means the community mental health Medicaid program described in the State of Ohio’s State Medicaid Plan, which was approved by CMS and is administered by ODJFS.

“OhioMHAS” means the Ohio Department of Mental Health and Addiction Services

“ODJFS” means the Ohio Department of Job and Family Services. ODJFS serves as the single state agency responsible for administering Ohio’s Medicaid program.

“UFMS” means the Uniform Financial Management System, which is the budget and rate-setting method imposed upon certified community mental health agencies and alcohol and drug addiction Services programs, such as Agency, by OhioMHAS or ODJFS.

Attachment D – Required Reports
National Alliance on Mental Illness

No.	Name of Report	Due Date(s)
	OhioMHAS Reportable Incidents	As required by law
	Forensic Monitor reports	Monthly
	Fiscal report 047/052	End of the year Beginning of the year
	Annual Agency Audit will include a supplemental financial schedule for services provided under this contract	Within 10 days of receipt of audit report.
	Recovery Support groups and programs <ul style="list-style-type: none"> • Number of individuals served • Number of Wood County residents served • Average attendance by program • Percentage of those successfully completing, by program, if applicable 	Quarterly
	Educational programs <ul style="list-style-type: none"> • Number of individuals served • Number of Wood County residents served • Average attendance by program • Percentage of those successfully completing, by program, if applicable • Outcome data, by program (i.e. pretest-posttest) 	Quarterly, or upon completion of program

All quarterly and monthly reports are due by the 15th working day following the end of the period being reported.

All quarterly and monthly reports must either include year-to-date data.