

A RESOLUTION ACCEPTING THE PROPOSAL OF JONES-WOOD PSYCHOLOGICAL ASSOCIATES, INC. FOR THE PROVISION OF MENTAL HEALTH WELLNESS PROGRAMS TO THE VILLAGE'S SAFETY FORCES AND DECLARING AN EMERGENCY

WHEREAS, the Village advertised and solicited bids for the provision of mental health wellness programs to the Village's safety forces; and

WHEREAS, bids were received for the provision of said services; and

WHEREAS, the Fire Chief is recommending acceptance of the proposal of Jones-Wood Psychological Associates, Inc., in the amount of \$14,175.00 annually, as being the lowest, best, and most responsive proposal.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio that:

SECTION 1. Council accepts the proposal of Jones-Wood Psychological Associates, Inc. in the amount of \$14,175.00 annually for the provision of mental health wellness program services for a two-year term under terms and conditions substantially similar to the agreement attached hereto as Exhibit A and incorporated herein.

SECTION 2. Council authorizes the Mayor and Finance Director to execute contracts with Jones-Wood Psychological Associates, Inc. in accordance with its proposal.

SECTION 3. Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to authorize the provision of mental health wellness services to the Village's safety forces; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 7-18-23



President of Council

ATTEST:


Clerk of Council


Mayor

Dated: 7/17/2023

EXHIBIT A

AGREEMENT FOR THE PROVISION OF MENTAL HEALTH WELLNESS PROGRAMS

This Agreement for the provision of mental health wellness programs is entered into between the Village of Richfield and Jones-Wood Psychological Associates, Inc. ("Jones-Wood"), effective on this ___ day of July, 2023 ("Effective Date").

WHEREAS, the Village of Richfield invited qualified vendors to submit proposals in response to its Request for Proposals for a Wellness Program ("RFP"), a complete copy of the RFP is incorporated herein as Exhibit A.

NOW THEREFORE, for good consideration paid, the value and sufficiency of which is acknowledged and accepted, the parties agree as follows:

A. Scope of Services Rendered.

1. Jones-Wood will develop and provide two mental health wellness presentations and will provide mental health counseling for the Richfield Fire and Police and Dispatch employees aimed at improving first responder mental health in a manner consistent with the RFP and the Proposal for Safety Forces Wellness Program – EAP Services submitted by Jones-Wood Psychological Associates, Inc. to the Village of Richfield on April 7, 2023, a complete copy of Jones-Wood's proposal is incorporated herein as Exhibit B. Said program will be developed in collaboration with, and with subsequent input from, the Village of Richfield Fire and Police Chiefs. The program will be specifically designed for firefighter/paramedic, police and dispatch personnel and will focus on their unique health and wellness issues, including both mental and physical health. As set forth in the RFP, Village employees and dependents shall receive six (6) free counseling sessions per calendar year.

B. Term and Termination.

1. This Agreement shall take effect on the Effective Date and shall remain in effect for a period of two (2) years after the Effective Date.
2. The contract may be terminated by either party by giving written notice to the other party at least ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for at least six (6) calendar months. The proposer shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of termination of this contract.
3. The Village reserves the right to cancel the contract without a ninety (90) day written notice if the proposer is sold or merged with another entity. However, an automatic continuation of all terms of the agreement in the event of a merger or acquisition may occur as long as the new entity guarantees in writing that they will continue to meet all required terms of the agreement and the Village agrees in writing to the continuation of the agreement.

- 4. The Village also reserves the right to terminate the contract within ninety (90) days written notice if the awarded proposer fails to comply with any terms and conditions of the RFP.
- C. Payment. Subject to the cancelation language set forth in Section B of this Agreement, Village shall compensate Jones-Wood in the manner set forth in the "Professional Fees" section of Exhibit B, for an amount not to exceed \$14,175.00 annually during the term of this Agreement.
- D. Indemnification. Jones-Woods agrees to indemnify, defend, and hold harmless the Village of Richfield, its employees, elected officials, agents, and assignees, and all of its affiliates, and subsidiaries, its subcontractors, and/or assignees and their respective servants, agents and employees against any Loss that might result as a result of either parties' performance of this Agreement. "Loss" means any and all loss, damage, liability or expense of any nature whatsoever, whether incurred a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense.)
- E. Jurisdiction, Venue, Choice of Law - The RFP and contract shall be governed by and construed according to the law of the State of Ohio. Jurisdiction and venue shall be exclusively found in the Court of Common Pleas of Summit County, Ohio.
- F. Proposer shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work.
- G. In the event that any conflict exists between the RFP and Jones-Wood's response to the RFP, the terms of the RFP shall control.
- H. Dispute resolution. Upon delivery of notice of a dispute over either parties' performance of the terms of this Agreement, the parties agree to meet in good faith in an effort to resolve any disputes prior to initiating legal action.
- I. Entire Agreement. This Agreement, the RFP, and Jones-Wood's response thereto constitutes the entire agreement between and among the parties.

IN WITNESS WHEREOF, the parties to this Contract, indicating their approval of the terms herein, have signed as of the dates set forth below.

Village of Richfield

Jones-Wood Psychological Associates, Inc.

By: _____

By: _____