

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (“Agreement”) is effective the 1st day of September, 2023, by and between Community Counseling Center of Ashtabula County, an Ohio non-profit corporation located at 2801 C Court, Ashtabula, Ohio 44004 (hereinafter, “CCC”) and Buckeye Local School District, in Ashtabula County, Ohio school district located at 3436 Edgewood Dr., Ashtabula, Ohio 44004 (hereinafter, “BLSD”). CCC and BLSD are hereinafter collectively referred to as the “Parties.”

RECITALS:

A. The Parties hereby state and agree that CCC and BLSD wish to develop a services program for BLSD’s 2023-2024 school year, which will focus on pre-crisis screening and behavioral intervention services for BLSD students;

B. CCC wishes to provide the referenced services to BLSD students in exchange for the fees outlined herein; and

C. BLSD wishes CCC to provide the referenced services for the benefit of the members of its student body.

NOW, THEREFORE, in consideration for the provision of the services outlined below and the mutual covenants and agreements herein, the sufficiency of which is acknowledged by the Parties, CCC and BLSD state and agree as follows:

1. **TERM OF AGREEMENT**. The term of this Agreement will surround the 2023-2024 BLSD school year, and run from September 1, 2023, through June 30, 2024.

2. **THE SERVICES**. With the cooperation with the school staff, CCC agrees to provide the following services (collectively, the “Services”):

(a) Pre-crisis screening, which is a service comprised of brief face-to-face interactions with the student during which emotional outbursts or acting out behavior is briefly evaluated to determine if behavioral health services are needed. Pre-crisis screening does not result in the rendering of a diagnosis, it simply assesses the potential need for mental health or substance abuse services; and

(b) Behavioral intervention, which includes the following elements:

- (i) Facilitating increased collaboration between students, parents/guardians, and teachers.
- (ii) Problem solving.
- (iii) Validation of feelings/situations/experiences.
- (iv) Social skill building.
- (v) Conflict resolution.

- (vi) De-escalation and monitoring of problematic school behaviors.
- (vii) Modeling of appropriate behaviors/interactions.

BLSD acknowledges that the Services DO NOT render a mental health diagnosis and DO NOT constitute a comprehensive diagnostic assessment. Should the student need referral to counseling or psychiatric services at and/or with CCC, the parent/guardian and school staff will be notified immediately. CCC will not provide any counseling or psychiatric services without explicit parental/guardian consent and participation.

3. LOCATION OF THE SERVICES. The Services will be provided in the following BLSD school buildings:

- (a) Kingsville Elementary School;
- (b) Ridgeview Elementary School;
- (c) Braden Middle School;
- (d) Edgewood High School.

BLSD agrees that it will make this facility accessible for CCC to perform the Services. BLSD agrees that it will not charge CCC any rent or facility fees for its use of the facilities for its provision of the Services. The Services will be provided at NO COST to the parents/guardians of BLSD student.

4. FEES. In exchange for the performance of the Services, CCC will be paid fees in the amount of \$35,000.00, payable to “Community Counseling Center” in equal quarterly installments of \$8,750.00. CCC will invoice BLSD for the Services on a quarterly basis, which will be submitted at the conclusion of each quarter.

5. CONFIDENTIALITY. The Parties hereby state and agree that any information concerning the identities of the students, families and participants in the Program shall be kept strictly confidential at all times. Further, CCC states and agrees that it will maintain any and all treatment notes, medical documentation and patient information of any kind in a strictly confidential fashion and shall do so in the manner in which it maintains the confidential medical information of any of its clients.

6. INDEPENDENT CONTRACTOR. The Parties state and agree that CCC is an independent contractor employed to perform the Services contemplated in this Agreement. It is understood that CCC’s provision of the Services outlined in this Agreement does not constitute a master/servant relationship or that of an agent or principal. Nothing contained herein is intended nor shall be deemed to create a partnership or joint venture between CCC and BLSD. At all times, CCC will be responsible for paying any of its employees involved, in any way, with the provision of the Services described in the Agreement. Similarly, BLSD will be responsible for paying any of its employees involved, in any way, with the provision of the Services described in the Agreement.

7. TERMINATION. The Parties agree that the Agreement shall run for the duration of the 2023-2024 BLSD school year, as described in Paragraph One (1) above. Accordingly, this Agreement will terminate on its own terms as of June 30, 2024. However, either party may

terminate this Agreement by giving the other party thirty (30) days' written notice at the addresses outlined in this Agreement.

8. INDEMNIFICATION. BLS D agrees that it will hold harmless and fully indemnify CCC and its employees and agents against any and all lawsuits, claims or causes of action relating, in any way, to CCC's provision of the Services, that are filed or pursued by any third party, including any claim or cause of action raised by any BLS D student and/or his or her parent or guardian.

9. ASSIGNMENT AND DELEGATION. Neither this Agreement nor any rights or duties pursuant to it may be assigned by either party without the prior written consent of the other.

10. GENERAL PROVISIONS.

(a) **Unenforceability.** If any provision of this Agreement should be held to be unenforceable or invalid for any reason, then such provision or portion shall be modified or deleted in such manner as to render this Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.

(b) **Governing Law, Venue and Waiver.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflicts or choice of law principles thereof. Any action brought relating to the subject matter of this Agreement must be brought in any state or federal court having jurisdiction in Ashtabula County, Ohio, and the parties to this Agreement consent thereto. The parties hereto irrevocably waive any objection which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this Agreement brought in such courts, and hereby further irrevocably waive any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) **Waiver.** No waiver of any of the terms of this Agreement shall be binding unless reduced to writing and signed by the party or parties sought to be charged therewith. No written waiver shall affect any other term or condition hereof other than the one specified therein and then only for the time and in the manner specifically stated.

(d) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their respective heirs, personal representatives, successors and permitted assigns.

(e) **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and may be modified, altered or amended only by means of a written instrument signed by both Parties.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement effective the day and year first above written.

**Community Counseling Center of
Ashtabula County**

By: _____
Paul Bolino, Chief Executive Officer

Buckeye Local School District

By: _____
Patrick Colucci, Superintendent