

## **EARLY INTERVENTION TRUANCY BEHAVIORAL PROGRAM AGREEMENT**

This agreement is by and between the Ashtabula County Juvenile Court (hereinafter "Court"), located at 4717 Main Avenue, Ashtabula, Ohio 44004, and Community Counseling Center of Ashtabula County (hereinafter "CCC"), located at 2801 C Court, Ashtabula, Ohio 44004. The Court and CCC will be collectively referred to as the "Parties."

This contract shall be effective on the 1<sup>st</sup> day of July, 2023 and shall terminate on the 30<sup>th</sup> day of June, 2024.

**WHEREAS**, the Court is in need of a School Engagement Coordinator for its Early Intervention Truancy Behavioral Program and CCC is willing to enter into this Agreement to perform the duties of the School Engagement Coordinator.

**NOW THEREFORE**, the Court and CCC agree as follows:

1. CCC shall take referrals from the participating school districts (Buckeye Local School District and Conneaut Area City Schools). Youth will be identified by the school and will be referred to the School Engagement Coordinator.
2. The School Engagement Coordinator will complete the Family Advocacy and Support Tool (FAST) with the referred youth and their identified family members/caregivers. The FAST is a tool designed to maximize communication about the needs and strengths of families.
3. The School Engagement Coordinator will collaboratively develop a plan that best suites the youth and family.
4. The school will refer the youth to the program before HB410 thresholds are met. Youth may also be referred to the program for poor grades, attendance or behavioral issues in the school.
5. The School Engagement Coordinator will track data via the Competitive RECLAIM program snapshot and submit said data quarterly.
6. The Court shall compensate CCC in the amount of \$90,000.00 over the course of the agreement, payable in monthly installments of \$7,500.00.
7. The Buckeye Local School District and Conneaut Area City Schools each have committed \$20,000 to this program for the time period outlined in this Agreement. Each school district shall make one-time payment of \$20,000 to the Court.

**HIPPA.** The Parties shall comply with the requirements of HIPAA, the federal regulations governing the confidentiality of drug and alcohol records (42 CFR Part 1) and state confidentiality requirements, as applicable, when accessing, using and/or disclosing information considered to be confidential pursuant to such laws.

**RELATIONSHIP OF PARTIES.** It is understood by both parties that the School Engagement Coordinator is an independent contractor with respect to the Court, and not an employee of the Court. The Court will not provide fringe benefits, including

health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the School Engagement Coordinator.

**INJURIES.** CCC acknowledges the obligation to provide Workers' Compensation Insurance for any person working as a School Engagement Coordinator for the Court. A School Engagement Coordinator waives any rights to recovery from the Court for any injuries that they may sustain while performing services under this Agreement.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both Parties.

**STAFFING.** The Court, Buckeye Local School District, and Conneaut Area City Schools each agree to not hire the designated School Engagement Coordinator employed through CCC during the duration of the Agreement and for six months following the termination of the Agreement.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHERE OF, the Parties hereto have caused this contract to be executed by their duly authorized officers as of the day and year first above written.

THE ASHTABULA COUNTY JUVENILE COURT:

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Andrew J. Misiak, Court Administrator

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Date

COMMUNITY COUNSELING CENTER OF ASHTABULA COUNTY:

  
\_\_\_\_\_  
Paul Bolino, President & Chief Executive Officer

06/28/2023  
\_\_\_\_\_  
Date

BUCKEYE LOCAL SCHOOL DISTRICT:

\_\_\_\_\_  
Patrick Colucci, Superintendent

\_\_\_\_\_  
Date

CONNEAUT AREA LOCAL SCHOOL DISTRICT

\_\_\_\_\_  
Lori Riley, Superintendent

\_\_\_\_\_  
Date