

# WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING  
MONDAY, JULY 13, 2020, 7:00 P.M.

TO JOIN BY VIDEO CLICK THE FOLLOWING LINK:

<https://meet.google.com/pkc-xxsb-ngi?authuser=0>

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(US) +1 218-296-8722  
PIN: 177 347 390#

## AGENDA ADDENDUM

### VI. ACTION CONSENT ITEMS

19. Recommendation to approve the K-12 Prevention Education Agreement between the Medina County Alcohol Drug Addiction Mental Health Board and the Wadsworth City School District Board of Education for the period of March 19, 2020 through June 30, 2021

### Detail

### VI. ACTION CONSENT ITEMS

19. **K-12 Prevention Education Agreement:** The K-12 Prevention Education Agreement between the Medina County Alcohol Drug Addiction Mental Health Board and the Wadsworth City School District Board of Education for the period of March 19, 2020 through June 30, 2021 being recommended for approval will allow our school district to receive up to forty thousand dollars (\$40,000.00) in funding from the Medina County Alcohol Drug Addiction Mental Health Board to provide Prevention services, per our Plan of Action, which includes funding of prevention programming (e.g. 7 Mindsets).

## **K-12 PREVENTION EDUCATION AGREEMENT**

**Wadsworth School District**

**524 Broad Street, Wadsworth, OH 44281**

This Agreement is entered into by and between the **MEDINA COUNTY ALCOHOL DRUG ADDICTION MENTAL HEALTH BOARD (BOARD)**, 246 Northland Dr., Medina, OH, 44256 and **Wadsworth School District, 524 Broad Street, Wadsworth, OH 44281** with reference to the following facts for the K-12 Prevention Education Initiative services:

1. **BOARD** is established and organized as a community mental health and addiction services board pursuant to Ohio Revised Code Chapter 340.
2. **SCHOOL** is established and organized as an education provider in the state of Ohio.
3. The purpose of this Agreement is to facilitate quality prevention services and the best outcomes possible for students within the districts and community schools in the Medina County area according to prevention services approved by the **BOARD**.

NOW THEREFORE, in consideration of the promises, terms, and covenants contained herein, **BOARD** and **SCHOOL** agree as follows:

### **1. TERM**

The term of this Agreement shall be from March 19, 2020 through June 30, 2021.

### **2. SCOPE OF PROGRAM**

**SCHOOL** shall provide prevention services to Medina County students as proposed in their Plan of Action uploaded in the K-12 Prevention Education Initiative Data Portal. **SCHOOL** staff will submit required Implementation Report in the **K-12 Prevention Education Initiative Data Portal** by December 1, 2020 and June 30, 2021.

3. **SCHOOL** agrees to demonstrate a commitment to best practices and outcome evaluation.
4. **SCHOOL** agrees to assure that all services will be provided only in environments that are safe, dignified, pleasant, and supportive.
5. **SCHOOL** will make a due diligence effort to explore, apply and seek reimbursement for prevention services from other sources including but not limited to, local, state, and federal funding. The **BOARD** is always considered the payer of last resort.

### **6. PAYMENT**

**SCHOOL** will invoice the **BOARD** for an agreed amount of \$40,000. Total compensation under this Agreement will not exceed the sum of Forty Thousand (\$40,000) from the **BOARD** inclusive of all costs, fees and expenses which may also be incurred. Payment shall occur within thirty (30) days of actual receipt of the billing invoice or when state funds are released. **BOARD** is not responsible

for any payments for services rendered without meeting the agreed upon eligibility previously indicated in item 2 above.

**7. CONFIDENTIALITY**

**BOARD** and **SCHOOL** agree to comply with all applicable federal and state laws, rules, regulations, and auditing standards in the performance of this Agreement. **BOARD** and **SCHOOL** agree that the use of or disclosure of information concerning students for any purpose not directly related to the administration and monitoring the delivery of services is prohibited.

**8. AUDIT**

**SCHOOL** shall submit to an annual financial compliance audit conducted by an independent certified public accountant or by the Ohio Auditor's Office in accordance with generally accepted auditing standards.

**SCHOOL** shall pay for the cost of the audit, including all related financial and compliance costs.

Unless otherwise agreed by the parties, the audit shall be submitted to the **BOARD** within one hundred and eighty (180) days after the end of the **SCHOOL's** fiscal year being reported or not later than thirty (30) days after the certification of the audit.

**9. INSURANCE**

**SCHOOL** shall provide the **BOARD** evidence of professional and general liability insurance coverages by a certification of insurance or other insurance carrier documentation for the services they provide.

**SCHOOL** will provide the **BOARD** evidence of insurance coverages by a certification of insurance or other insurance carrier documentation for the services they provide. Levels of required insurance coverages shall be the following: professional liability coverage in an amount of at least \$2,000,000 per occurrence with an aggregate limit of at least \$4,000,000, employer's liability of at least \$500,000, automobile liability insurance for all such vehicles used to transport clients in an amount at least equal to Ohio minimum requirements, evidence of workers compensation coverage, employee dishonesty coverage, directors and officers coverage, and errors and omission coverage (covered under **SCHOOL'S** professional liability coverage). The **BOARD** should be listed as additional insured under any professional and general liability coverages. **SCHOOL** should provide the Board evidence of insurance coverages for all the areas listed above.

**10. DISBARMENT**

**Documentation of Non-Suspension:** **SCHOOL** shall provide documentation that they have not been suspended and/or debarred from entering into contracts as certified by [www.sam.gov](http://www.sam.gov) or equivalent.

**11. NOTICES**

All notices required to be given shall be given in writing and shall be sent to the following representatives:

Phillip Titterington, Executive Director  
Medina County Alcohol Drug Addiction and Mental Health Board  
246 Northland Drive  
Medina, OH 44256

Andrew Hill, Superintendent  
Wadsworth School District  
524 Broad Street  
Wadsworth, OH 44281

**12. FURTHER ASSURANCES**

**BOARD** and **SCHOOL** agree to perform any further acts and to execute and deliver any further documents, which may be necessary or appropriate to carry out the purposes of this Agreement.

**13. NON-DISCRIMINATION**

**SCHOOL** shall not discriminate on the basis of race, sex, color, national origin, religion, age or disability in the performance of services under this Agreement.

**14. MODIFICATION**

This Agreement may be modified or amended only through written documentation signed by both parties.

**15. TERMINATION**

Each party has the right to terminate this Agreement after serving notice of thirty (30) days. **BOARD** reserves the right to terminate this Agreement in the event that the specified services are not provided in a timely and quality manner based on the sole discretion and judgment of the **BOARD**. Payment for this program is subject to the availability of funds allocated to the **BOARD** from federal and state sources, as funds designated for this program become unavailable during the tenure of this Agreement, the **BOARD**'s obligations under this Agreement expire.

**16. ASSIGNMENT**

This Agreement is personal between the **BOARD** and **SCHOOL**, and neither party may assign or delegate any rights, duties or interests created hereunder without prior written consent of the other party. Any such assignment or delegation of either party hereunder without such consent will be void.

**17. SEVERABILITY**

The provisions of this Agreement shall be severable. Should any portion of this Agreement be deemed unenforceable by any judicial or administrative tribunal of competent jurisdiction, the remainder of this Agreement shall be in full force and effect.

**18. GOVERNING LAW**

This Agreement has been executed in the State of Ohio, and it shall be construed and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

**MEDINA COUNTY ALCOHOL DRUG ADDICTION MENTAL HEALTH BOARD**

\_\_\_\_\_  
Phillip Titterington, Executive Director

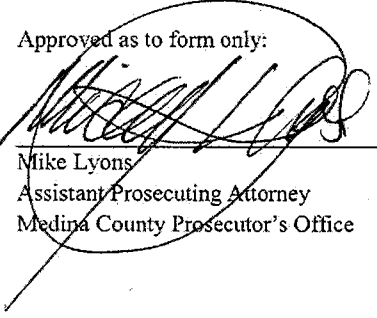
\_\_\_\_\_  
Date

**SCHOOL**

\_\_\_\_\_  
Andrew Hill, Superintendent

\_\_\_\_\_  
Date

Approved as to form only:

  
\_\_\_\_\_  
Mike Lyons  
Assistant Prosecuting Attorney  
Medina County Prosecutor's Office

7/10/2020