

CONSULTING AGREEMENT

This agreement is by and between Signature Health, Inc., an Ohio non-profit corporation, located at 4242 State Route 306, Kirtland, Ohio 44094 ("Consultant"), and Buckeye Local Schools, duly organized, validly existing, and in good standing under the laws of the State of Ohio (the "Client").

In consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Services to be Provided

Consultant shall provide the following services:

- i. Diagnostic Assessment, Individual counseling, groups, and case management services as determined by district need/ referrals.
- ii. Student Assistant Programs (SAP) can be conducted based on school identified needs. These can include staff training, short term student psychoeducational/ skill building groups, meetings, ongoing consultation, development, and classroom presentation. Signature Health providers may provide training to school staff on working with students with social / emotional/ behavior problems. Signature Health providers may attend parent meetings or IEP meetings to discuss common goals/plans. These services would be billed at the SAP rate listed below.
- iii. The Consultant will provide telehealth services, when necessary, using Signature Health approved technology.
- iv. Consultant will provide 2 Full Time Counselors/Mental Health Specialists and 1 Part Time Case Manager to be onsite 5 days a week. Client will determine the onsite location. Staffing changes will be made per need and volume of students with agreement between Consultant and Client.
- v. Threat Assessment Team participation - Consultant will participate on the schools threat assessment team with both parties' written approval. If participation on the threat assessment team is agreed to by Consultant and Client, Client agrees to pay for the provider to attend threat assessment team training. Client also agrees to pay the Consultant at the SAP rate for time participating on the threat assessment team.

Client shall provide Consultant the Following:

- i. Adequate facilities, seating, photocopying, phone access and reasonable access to appropriate records in accordance with applicable law.
- ii. Copies of any rules, policies, or procedures with which it expects Consultant to observe. Consultant will observe those rules, policies, or procedure that it has been informed of, to the extent that such rules, policies, or procedures do not otherwise conflict with Consultant's own policies and procedures, its

obligations under the law, or any professional or ethical standards to which its employees must adhere.

2. Fees and Expenses

The Client agrees to pay the Consultant as follows:

- i. Other funding sources will be utilized for school-based counseling, if applicable (i.e. Medicaid). Services will only be provided to Medicaid eligible students unless with specific permission from the school.
- ii. If the Client does refer non-Medicaid eligible students and agree to pay for services, the following rates will be charged:
 - a. Diagnostic Assessments \$110.00 per hour.
 - b. Individual Counseling will be billed at \$100.00 per hour.
 - c. The Student Assistant Program rate will be \$100.00 per hour.
 - d. Groups will be billed at the Student Assistant Program rate of \$100.00 per hour.
 - e. Case Management Services will be billed at \$100.00 per hour.

Total Contract will not exceed \$0.00.

3. Indemnification

To the extent permitted under the Federal Tort Claims Act, Consultant shall indemnify and hold the Client harmless from any and all third-party claims, liabilities, or damage arising from the obligations of Consultant to provide services to the Client as contemplated by this Agreement, including the costs of litigation and counsel fees to the extent such claims, liabilities, or damages were caused by Consultant's willful misconduct or gross negligence. Consultant shall maintain professional liability insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate (industry standard).

The Client shall be responsible for the acts of negligence of its staff members occurring within the scope of their employment.

4. Confidentiality

During the term of this Agreement, Consultant may become knowledgeable of certain confidential information or other documentation of the Client. Consultant specifically covenants and warrants that in no manner are such documents or specific knowledge obtained during the term of this agreement to be retained or disseminated by Consultant and that at the time of termination Consultant shall not copy or retain any documents or disseminate any knowledge unless otherwise agreed in writing.

Confidential information does not include information that:

- i. Is or becomes part of the public domain other than by breach of this Agreement by Consultant;
- ii. Is rightly received by the Consultant from a third party who is not under an obligation of confidentiality with respect to such information; and
- iii. Is already known to the Consultant at the time of disclosure.

5. Compliance with Laws

In performing its obligations under this Agreement, each party will comply with, and will cause its affiliates, employees, and agents to comply with, the requirements of all applicable federal and state laws, rules, and regulations.

6. Professional Judgment

The Consultant shall at all times provide its services in accordance with professional standards as it determines appropriate and in the best interest of its clients. Client shall not control in any way the exercise of independent professional judgment by a Consultant's employee with respect to the treatment of its patients.

7. Term and Termination

- i. **Term:** Signature Health shall provide the above referenced from August 1, 2026 through July 31, 2027.
- ii. **Termination without Cause:** Either party may terminate this Agreement with or without cause by providing thirty (30) days' prior written notice to the other party.
- iii. **Termination for Cause:** Either party may terminate this Agreement if the other breaches or defaults in the performance of any material term, condition or undertaking set forth herein and fails to cure such breach or default within thirty (30) days of its receipt of written notice from the non-breaching party describing in detail the occurrence and nature of the breach or default, or fails to submit a plan reasonably acceptable to the non-breaching party for curing the breach or default within such thirty (30) day period and to thereafter diligently cure the breach or default pursuant to the plan if the breach or default cannot reasonably be cured within the thirty (30) day period.

8. Non-Recruitment

The Client specifically covenants and warrants that it shall make no attempts to recruit, nor shall the Client offer any employment position or consulting contract, to employee/independent contractors of the Consultant who perform services under this Agreement for a period of two (2) years following the completion of this Agreement

without the express written consent of the Consultant.

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. Independent Contractor

Consultant is an independent contractor employed to perform the services contemplated by this Agreement. It is understood that Consultant's employment hereunder 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 Consultant and The Client.

11. Amendment

The parties will cooperate in good faith with each other to adapt the services to be provided. No modification or amendment of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of all Parties. If the Parties are unable to agree to amended services, the agreement can be terminated with 30 days written notice.

12. Entire Agreement

This Agreement contains the entire understanding of the parties with respect to this Agreement, and it may be modified or amended only by means of a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf and by their authorized representatives.

Signature Health, Inc.

Buckeye Local Schools
