

**Contract with Wellness Counseling Solutions, LLC dba Wyandot
Counseling Associates
For School-based Counseling Services**

This Contract is made for counseling and consultation services to students and staff of Tiffin City Schools for the 2024-2025 school year. The Contract provides for the delivery of school-based professional counseling services to individuals and families who have been referred to the Contractor by school personnel, and consultation services to school staff regarding specific students. This Contract is made by and between Tiffin City Schools, hereinafter referred to as the "School" and Wellness Counseling Solutions, LLC dba Wyandot Counseling Associates, hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the School desires to obtain services offered by the Contractor for counseling and consulting services for students who are experiencing emotional, behavioral, social, interpersonal, and academic problems.

NOW, THEREFORE, in consideration of the covenants, terms, and conditions set forth herein, the parties agree to the following:

I. TERMS OF THE AGREEMENT

The terms of the contract shall be from 7/1/2024 to 6/30/2025. Either party may withdraw from said contract by providing to the other party written notice of the intent to withdraw. Said written notice must be served to the party at least thirty (30) days prior to the effective date of withdrawal.

II. RELATIONSHIP OF PARTIES

The relationship between the School and Contractor, during the term of this contract, shall be that of Independent Contractors. The School and Contractor shall be the purchaser and provider of services, respectively. Each party is and shall continue to be an independent entity. Neither party is an agent, employee or servant of the other.

III. COVENANT OF THE PARTIES

301. The Services of the Contractor shall include the following:

- a. Behavioral, social and emotional support consultation, training, and technical assistance in the area of clinically accepted strategies in behavior support and modification for referred students.

- b. Individual and group mental health consultation services to those students and families referred by the School.
- c. Staff training, education and consultation regarding mental health and wellness in the school setting

OTHER RESPONSIBILITIES OF THE CONTRACTOR INCLUDE:

- a. Participation in planning and monitoring meetings as well as program compliance reviews.
- b. Provide verification that professional liability coverage for the Contractor is maintained and effective throughout the duration of this contract agreement.
- c. Invoice the School for payment of contract services provided on a biweekly basis. Said invoice shall be submitted by the 3rd business day of the week following the service period.
- d. The Contractor shall maintain a record system adequate for recording services, charges, and dates for services provided under the contract. The Contractor shall allow the School access to such records as long as client confidentiality is maintained and protected. The Contractor shall maintain records and forms necessary to fully disclose the extent of services provided for a period of seven (7) years from the date of receipt of payment, or for six (6) years after any initiated audits completed and final, whichever is longer.
- e. The Contractor will seek necessary billing and diagnostic information for students referred by the school who are Medicaid eligible and needed mental health services will be billed to this payor source.
- f. Consider payment through the contract as payment in full.

302. The School Shall Provide the Following:

- a. Payments to Contractor for services rendered based on the agreed fee for services in the amount of \$62.50/hour, not to exceed \$107,015.63 without the approval of Tiffin City Schools.
- b. Payment shall be made within 15 days of receipt of an invoice from Contractor.
- c. Mr. Jerry Nadeau, Interim Superintendent of Tiffin City Schools, shall serve as primary School contact for the Contractor. The Primary Contact shall assist the Contractor in planning services and shall insure that services are in accordance to contract terms and conditions, as well as with Ohio statute and administrative rules.

- d. Provide the Contractor with adequate and safe space and appropriate privacy to carry out his/her duties.

303. General Provisions Agreed by Both Parties

- a. The contractor in the performance of this contract shall at all times be acting and performing as an independent contractor.
- b. The Contractor shall be solely responsible for any and all liability that may arise in the performance of this contract. Evidence of the Contractor's liability insurance coverage shall be made available to the School upon request.
- c. Confidentiality and Privacy Practices: The Contractor and the School shall protect the confidentiality and privacy of client information at all times and in accordance with applicable law, including compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1966. Such information shall not be divulged by either party except according to applicable requirements.
- d. The School shall be granted limited access to applicable records of the Contractor, solely for the purpose of evaluating the performance of the Contractor under this contract.
- e. All services in connection with the contract shall be rendered in compliance with all laws, rules, and regulation regarding the provision of counseling services to students in a school-based setting.

FOR THE SCHOOL

Mr. Jerry Nadeau
Superintendent of Tiffin City Schools

Date

FOR THE CONTRACTOR

Anna Trausch
Wellness Counseling Solutions, LLC
dba Wyandot Counseling Associates

Date