

**AGREEMENT FOR THE PROVISION OF
SERVICES FOR Family Resources & Youth Services Center**

This Agreement for the Provision of Subcontract Services (“Agreement”) is entered into by and between Greater Cincinnati Behavioral Health Services (GCB), a Kentucky not-for-profit corporation (“GCB”), and the Erlanger-Elsmere Family Resources & Youth Services Center (Youth Center), a Kentucky not-for-profit corporation (“Subcontractor”). Both GCB and the Youth Center shall collectively be known as the “Parties”.

Witnesseth

WHERE AS, the Youth Center and GCB, the Parties agree as following:

A. Terms of the Agreement

1. The original term of this Agreement will be for school year 2021-2022 and will be reviewed between 30-60 days prior to the end of the contract term to determine if the contract will be renewed for the following fiscal year.

B. Staffing and Services

1. GCB will provide staff to complete up to two 5 session educational groups.
2. GCB will provide an educational group during mutually agreed to dates and times over the period of the contract. The therapist led group will involve learning various social emotional skills through therapeutic experiences and group discussion. Each group session will allow for a maximum attendance of 10 students.
3. GCB will provide services at the district school locations in facilities conducive to the size of group and provide technology access, if needed. The district school sites are currently utilized by GCB and are in turn covered by a separate MOU.

C. Budget

1. The Parties agree that Youth Centers will pay \$100 per session scheduled.

D. Billing, Payment and Reporting

1. GCB will send an invoice to Youth Center by the 10th working day of the month following the end of the group series to the following address: Maryann Moore, Coordinator, Lloyd Youth Service Center, 450 Bartlett Avenue, Erlanger, KY 41018.
2. Payment for billed services is due 30 days from the date of invoice.

E. Nondiscrimination

The Parties agree to make all services provided pursuant to this Agreement available without consideration of gender, race, creed, color, religion, nationality, physical or mental disability, age, or sexual orientation. Services shall be provided, to the extent possible, in such a way as to be sensitive to the culture of each client.

F. Independent Contractors

GCB and Youth Center are independent contracting parties, and the relationship between them is that of independent contractors. Nothing in the Agreement shall be construed to create a principal-agent, employer-employee, or any relationship other than that of independent contractors or to make any employee of one party an employee of the other party.

G. Non-Exclusivity

Nothing in this Agreement shall be construed to restrict either party from entering into contracts to provide services to, or purchase services from other providers, insurers, or authorized clients.

H. Assignment

This Agreement may not be assigned or delegated by either party. Any attempt to assign or delegate this Agreement shall render the Agreement void.

I. Indemnification

Each party hereto shall defend, indemnify and hold the other party, its employees, Board members, contractors, agents, servants, and licensees, harmless from any and all costs, liabilities, expenses and claims arising from or relating to any negligence or actions taken by each party relating to or arising from the performance of this Agreement or from any breach or default on the part of the party breaching or defaulting on this Agreement and which is asserted against the other party including, but not limited to, any and all costs (including attorneys fees), liabilities, expenses, and claims arising from any accident injury or damage caused or alleged to be caused by such party, its employees, Board members, contractors, agents, servants or licensees from any act resulting from the fault or negligence of such party.

J. Insurance

1. The Parties agree to maintain general and professional liability policies to insure them and their employees, representatives, agents, directors and officers against any claim for damages arising by reason of personal injury or death occasioned directly or indirectly from the performance or nonperformance of any services required and/or provided by them under this Agreement and the activities performed by them under this Agreement. Both parties shall maintain general and professional liability in an amount of at least \$1,000,000 for each incident with a maximum aggregate limit of \$3,000,000.

2. Within 30 days following execution of this Agreement and at each renewal thereafter, the Parties shall provide certificates of insurance or evidence of self-insurance demonstrating the insurance coverage required under section J (1) above and shall provide not less than fifteen (15) days advance notice of any cancellation, reduction, and/or other material change in the amount or scope of such changes.

K. Believed Breach of Agreement

1. If either Party should believe that the other has committed or is about to commit a breach of this Agreement, that party shall send the other written notice of this belief, specifying the term(s) of the Agreement which is or may be breached.
2. The Party who receives such notice shall take appropriate action to correct any such breach within ten (10) days after receipt of such notice.

L. Severability

Waiver, invalidity or unenforceability of any term or provision of this Agreement in one instance shall not act as a waiver, invalidity or unenforceability of the same or another term or provision of the Agreement at any time thereafter and shall not bar the right of either party to thereafter insist on performance according to the contract terms.

M. Termination

Either party may terminate this Agreement immediately and without notice due to other party's loss or suspension of necessary licenses, certifications, or loss of liability insurance required under this Agreement. This Agreement may also be terminated by GCB, in the event of a breach, upon 30 days prior written notice to Youth Center. Youth Center may terminate this Agreement with a 30 day notice to GCB, or upon GCB's failure to cure any breach as specified in Section K, above, in a timely manner. Youth Center may also terminate this agreement immediately due to loss of funding which would impact Youth Center's ability to pay upon notice to GCB.

N. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Kenton County, KY and KY law will apply.

O. Integration and Modification

This instrument embodies the entire Agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the Parties of this Agreement.

P. Audit Responsibility

The Parties agree to accept responsibility for receiving, replying to and/or complying with any audit by appropriate federal, state or local audit agencies directly related to the provisions of this Agreement. Both Parties agree to maintain a proper system of accounting and other records to account for the expenditure of all funds provided by this agreement and to make these records available for review upon request, and to retain all records and reports for a period of not less than three years following audits by the appropriate state and federal auditing agencies or until questions arising from the audit have been resolved, whichever is later. Both parties agree that if any adjustment or payback is due as a result of any audit, the party responsible for the payback or adjustment will assume responsibility for payment.

Q. Warranty

Both Parties warrant that its services and/or goods shall be performed and/or provided in a professional and work-like manner in accordance with applicable professional standards.

R. Amendments

All amendments to the Agreement shall be in writing and executed by both Parties. All amendments and changes shall be dated and become part of the original Agreement.

Greater Cincinnati Behavioral Health Services (GCB)

Erlanger-Elsmere Family Resources
& Youth Services Center (Youth
Center)

By: Jeff O'Neil
Its: President & CEO

By: _____
Its: _____

Signature: 
Jeff O'Neil (May 20, 2021 13:08 EDT)

Signature: _____

Date: May 20, 2021

Date: _____