

**SHARED FUNDING AGREEMENT BETWEEN
THE CRAWFORD-MARION ADAMH BOARD
AND
RIDGEDALE LOCAL SCHOOLS DISTRICT
FY 2025**

This Agreement is entered into by the Crawford-Marion Alcohol, Drug Addiction & Mental Health Services Board, 105 Washington Square, Suite 203, Bucyrus, OH 44820 (hereinafter referred to as the “ADAMH Board”), and Ridgedale Local School District, 3103 Hillman Ford Road, Morral, OH 43337 (hereinafter referred to as the “School”) (collectively, the “Parties”).

Recitals:

Whereas, ADAMH Board is the governing body of a joint county alcohol, drug addiction and mental health services district organized under Ohio Revised Code Chapter 340, responsible for assessing the mental health, alcohol and drug addiction needs of the district; and,

Whereas, School is a public school district in the State of Ohio which performs/provides educational services; and,

Whereas, School has a need for a social worker position (the “Position”) to provide support to children, their families, and the school district; and,

Whereas, ADAMH Board is interested in contributing partial and/or shared funding to School in order to support funding this desired social worker Position to work in the Ridgedale School District; and,

Whereas, ADAMH Board has funding available to contribute to Ridgedale in support of the Position, and Ridgedale is interested in receiving such funding from ADAMH Board.

THEREFORE, the Parties agree as follows:

Section 1. Term

The term of this Agreement shall commence on July 1, 2024 and shall continue until June 30, 2025.

Section 2. Suspension and Termination

This Agreement may be terminated, with or without cause by either Party, before the expiration thereof, by providing thirty (30) days’ prior written notice to the other party. In the event of a material breach of this Agreement, the non-breaching Party may suspend or terminate this Agreement upon written notice to the breaching Party. If the breach is of a nature that can be

cured, the non-breaching Party may provide the breaching Party with written notice of the breach and provide ten (10) days for the breaching Party to cure its nonperformance or violation.

Section 3. Services, Compensation and Performance

School agrees to perform the following services:

- Interview, select, hire and retain an individual to fulfill the Position as outlined in the Social Worker job description developed by Ridgedale Local Schools as set forth in the attached Exhibit "1," which by this reference is incorporated herein. Responsibilities for the Position will include, but not be limited to, gathering information and advocating for student success by leveraging available resources and strengths of the students, their families, school district and community resources;
- Ensure that the individual selected for this Position receives appropriate clinical supervision by an appropriately licensed clinician. This supervision will be limited to clinical in nature and will not be involved in employment decisions by the School;
- Ensure that the individual selected for this Position completes the Outcomes report provided by the ADAMH Board at the end of the fiscal year (June 30, 2025). Outcome report will include information such as number of students assisted, type of assistance, and the impact;
- Submit a IRS W-9 Form to the ADAMH Board with invoice to ensure payment to the School; and,
- Invoice the ADAMH Board in the amount not to exceed \$30,000.00.

With these services provided, certain responsibilities shall be reserved for ADAMH Board under this Agreement, including the following:

- ADAMH Board will assist with connecting individual in this position with an appropriately licensed individual for clinical supervision;
- In consideration of the services to be rendered by School, ADAMH Board agrees to reimburse School for all services necessary to supporting funding compensation of and support for the Position, in a total maximum amount not to exceed **\$30,000.00**;
- All invoices must be submitted to ADAMH Board. The invoice may be sent once this Agreement has been fully executed; and,
- The ADAMH Board will provide payment on approved invoices within 30 days of approval. Exact timing of payment shall be subject to the payment schedule of the ADAMH Board fiscal agent, the Marion County Auditor's Office.

Section 4. Relationship of the Parties

The Parties expressly understand and agree that this Agreement exclusively sets forth the terms of a shared funding arrangement. The Parties are fully autonomous and no agency or employment relationship is created between or among the Parties by virtue of this Agreement. School shall be exclusively responsible for selecting and separately establishing the terms of employment and/or services between School and the individual selected for the Position. Consequently, the individual selected by School to fulfill the Position shall hold no agency or employment relationship with the ADAMH Board, and no contractual obligations are herein established between the ADAMH Board and the individual selected by School to fulfill the Position.

Section 5. Performance

This Agreement is dependent upon the availability of funding from OhioMHAS. If the funds necessary to provide the services under this Agreement are or become unavailable for any reason, then this Agreement shall automatically terminate.

Upon expiration or termination of this Agreement, for any reason, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this Agreement and continue in full force and effect.

Section 6. Information and Audits

Both Parties shall retain all documentation and public records pursuant to the laws of the State of Ohio related to the provision of funding and all other responsibilities provided under this Agreement, and make such documentation available to the other Party upon request as necessary for the requesting Party to fulfill its administrative and legal requirements.

Section 7. Miscellaneous

Governing Law. This Agreement shall be interpreted under the laws of the State of Ohio and any legal disputed related thereto shall be brought in the Courts of Marion County, Ohio.

Non-Assignable. Neither Party shall assign or delegate this Agreement or any of the Party's contractual rights or responsibilities to any third parties without the advance written consent of the other Party.

R.C. 340.036. The Parties agree and confirm that this Agreement is not subject to the provisions regarding notice of substantial changes or non-renewal as set forth in Ohio Revised Code Section 340.036(D).

Entire Agreement. All prior negotiations and agreement between the Parties are superseded by this Agreement and there are no representations, warranties or understandings other than those expressly set forth herein.

Amendment. This Agreement may only be amended, renewed, and/or modified by an separate instrument in writing signed by both ADAMH Board and School.


Waiver. Failure to insist upon strict compliance with any of the terms or conditions hereof or to exercise any rights conferred by this Agreement shall not be deemed a waiver of such terms or conditions nor a waiver to assert or rely on such terms or rights on any future occasion.

WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates below indicated.

Ridgedale Local School District

<div>DocuSigned by:  D3F6A64BEF0A443...</div>	6/14/2024
_____ Erika Bower, Ph. D. Superintendent, Ridgedale Local Schools	_____ Date

Crawford-Marion ADAMH Board

<div>DocuSigned by:  D3C9708B9AA7417...</div>	6/14/2024
_____ Brad DeCamp, Executive Director	_____ Date