

2026-2027

EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into at Mansfield, Ohio, by and between THE MID-OHIO EDUCATIONAL SERVICE CENTER, hereinafter the Board, and Foundations for Living, hereinafter FFL.

WHEREAS, FFL is the operator of a residential facility located at 1451 Lucas Road, Mansfield, Ohio, and

WHEREAS, there are school age children residing at this facility by reason of commitment by various Juvenile Courts, Children's Services, etc. and

WHEREAS, THE Board agrees to sole responsibility for the educational needs of all the residents in the FFL facility for two hundred and twenty days (220) of instruction.

WHEREAS, FFL agrees to provide adequate space within the facility located at 1451 Lucas Road, Mansfield, Ohio, to house the educational service as provided by the Board, and further agrees, to waive financial remuneration from the Board for rental or lease of that space from FFL. The Board will receive financial remuneration for providing the educational services for FFL residents who did not reside within the state of Ohio prior to their placement by the Court in the FFL facility. The daily rate will be determined each year by dividing the annual state average tuition rate for all Ohio schools, as provided by the Ohio Department of Education, by one-hundred and eighty days (180) for the current school year, not to exceed a two (2) percent increase over the previous year's tuition rate. The tuition rate beginning September 1, 2026 will be \$43.38 per day.

Whereas, FFL agrees to provide a School Breakfast/Lunch Program as described and regulated by the U.S. Department of Agriculture for the residents of the FFL facility that are enrolled in the Board's educational services, for the amount of remuneration equal to what the Board is/would be able to collect from the U.S. Department of Agriculture through the Ohio Department of Education for this program.

NOW, THEREFORE, BE IT AGREED BETWEEN THE PARTIES AS FOLLOWS:

**ARTICLE ONE
EDUCATIONAL SERVICES PROVIDED**

FFL agrees to maintain a minimum of thirty (30) Ohio residents in the school program at all times during the period educational services are being provided by the Board.

The Board agrees to provide the appropriate educational service as provided for in Section 50.32 of the Budget Bill (AM. Sub H.B. 215). Should the Board and FFL not be

able to reach an agreement amending this Agreement, the parties shall seek the assistance of the Ohio Department of Education Corrections Consultant. The Corrections Consultant shall be asked to hear both parties and render an amendment to this Agreement which shall be binding on both parties. Any costs for the designee shall be shared equally by the Board and FFL.

The Board shall provide in consultation with FFL, and for its eligible residents, a curriculum and a graded course of study meeting the minimum requirements of the Ohio Department of Education including the appropriate State assessments, and shall assume responsibility for lesson plans, tests, instruction, grades, educational records, the printing of instructional materials, development and monitoring of Individual Education Plans where appropriate, and all other phases of the educational program. This curriculum shall include college and career readiness as an integral aspect of the curriculum.

The Board shall be responsible for all books, instructional materials, computer hardware and software, teacher desks, and any or all other furniture portable or fixtures necessary to perform these services. The Board shall also be responsible for the transfer of records and credit to the school district where the student transfers upon completion of his/her residence at FFL.

ARTICLE TWO EDUCATIONAL FACILITIES

That FFL shall provide, at its sole expense, appropriate classrooms, and utilities at its facility for the delivery of the educational services by the Board. It shall also provide supervision by FFL Youth Care Specialists, or an FFL designee, at a ratio of one FFL specialist for each ten (10) students, or fraction thereof who shall be available during school hours to assist the teachers. FFL shall provide a nurse and shall be responsible for escorting students between the classroom and the nursing station.

ARTICLE THREE SAFETY AND OPERATION

That teachers shall be responsible for the overall behavior of students in the classroom. Acceptable behavior will be defined by FFL as part of the total residential treatment program. However, in the event of disruptive conduct or profanity towards the teacher, FFL employees shall become primarily responsible to address this serious misbehavior by students. If the conduct calls for physical restraint, teachers will be expected to assist in only a secondary role. FFL will provide instruction to the teachers in Handle with Care (HWC). FFL will incorporate the teachers in FFL behavioral management plan for students.

Teachers shall not be responsible for doing cleaning or maintenance work and shall be entitled to a minimum of thirty-minute duty-free lunch period each school day.

ARTICLE FOUR PAYMENT

That FFL and the Board agree that the Board shall incur all expenses for providing the educational services as required to meet the educational standards set forth by the Ohio Department of Education. Also, in providing fiscal administration, use its best efforts to maximize funding for the program from all sources.

Furthermore, FFL agrees to bill the Board, on the fifteenth day of the calendar month for meals provided in the previous month to all residents of the FFL program that were provided educational services by the Board during that month. The billing will be at or equal to the maximum amount of remuneration the Board can expect to receive from the U.S. Department of Agriculture in the School Breakfast and Lunch Program. The Board agrees to pay for the service within sixty (60) working days following the receipt of the billing.

It is understood and agreed that all eligible residents of FFL shall be enrolled in the education program provided by the Board and shall remain in the program during their residency unless removed temporarily from attendance by the Board for good cause. Said temporary removal would be for the reason of re-evaluation by FFL and the Board for the educational and the treatment needs of the student based on behavioral and/or treatment issues. FFL and the Board agree to involve the teachers in the evaluation and corrective action plans for these specific issues.

It is also agreed that the Board, or its subcontractors, will receive and account for all funds for the educational services provided in this Agreement, bill the school districts of residency when appropriate, and keep records of dates of enrollment. The Board may subcontract as defined in previous paragraphs but still maintains the primary position of accountability to FFL for any and all concerns of this Agreement.

FFL agrees that should the facility cease operation during the term of this Agreement, FFL shall be responsible for payment to the Board of any actual costs which cannot be suspended due to state law.

ARTICLE FIVE ADMINISTRATION

That the Board will supervise, evaluate, and discipline teachers or subcontractors under this Agreement. However, it shall be incumbent upon the Board's superintendent and/or his/her designee, the FFL Managing Director, and/or his/her designee, to jointly develop and implement procedures and operational expectations which satisfy both the Board and FFL philosophical and legal requirements. As provided in Article Four, the Board, or subcontractors, will keep all educational enrollment and attendance records and be responsible, in cooperation the FFL, for the overall classroom management and educational program. FFL shall provide residential supervision, custodial and maintenance services, and overall security for the Board employees while on the premises. The parties agree to meet as necessary to coordinate educational activities with other FFL activities.

The Managing Director of FFL, the School Director and the Superintendent or designee of the Board shall meet annually prior to the first of May at a time and place mutually agreed upon to review the operation of the educational program and discuss issues of mutual interests. The items of discussion shall include, but not be limited to enrollment, billing accounting for funds, procedural safeguards for students identified with exceptionalities, training issues, the issues of FFL customers, and staff development.

The Board acknowledges and agrees that all Board employees or subcontractors that perform services at FFL must comply with FFL's on-site policies, procedures, rules and regulations. Accordingly, Board agrees that (a) any personnel employed by or contracted with Board to provide the educational services under this Agreement on site at the FFL ("Board Personnel") shall be fully vaccinated against COVID-19 or have been approved for an exemption under Board's exemption policy, provided that such exemption is consistent with exemptions permitted under the Centers for Medicare and Medicaid Services Interim Final Rule for Healthcare Staff Vaccination, effective as of November 5, 2021; (b) Board shall track and maintain records of Board Personnel vaccination/exemption status including the dates and manufacturer of doses; (c) Board shall, or shall require Board Personnel prior to coming on-site to, provide evidence of vaccination/exemption status to FFL as requested by FFL (response time for FFL request shall be within two (2) hours of such request if requested by a state or federal agency); (d) for Board Personnel that have been exempted from being vaccinated pursuant to Board policies, Board shall require such Board Personnel to wear a surgical mask at all times at the FFL. The Board agrees to remove any Board Personnel from providing services at the FFL who (i) tests positive for COVID-19, or (ii) is unvaccinated and refuses to wear a surgical mask. Further, FFL may terminate this Agreement upon one (1) days' notice for Board's breach of any of the requirements set forth in this Section.

Conflict of Interest. The Board warrants no present interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

Professional Responsibility. Nothing in this Agreement shall be construed to suggest, permit, or require FFL in any way to interfere with or otherwise affect the rendering of services by the Board in accordance with independent and professional judgment. The Board shall perform services substantially in accordance with generally accepted practices and principles of Education.

This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the Board may from time to time belong and to the laws and regulations governing the practice of the Board's trade in the state of Ohio. Patient Information is governed by HIPAA, and the parties agree to enter a BAA with the hospital prior to receiving any such information (e.g. to include verbal, written, video) from their participating students.

Sanctioned Provider Representation. The Board represents and warrants to FFL and/or Participant that neither The Board nor any person providing services on behalf of The Board is a “Sanctioned Provider” meaning that neither The Board nor such representatives (i) are currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the “Federal health care programs”); (ii) are convicted of a criminal offense related to the provision of health care items or services and have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) are under investigation or otherwise aware of any circumstances which may result in The Board or any person engaged by The Board being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the Term of the Agreement. Any breach in this representation shall be cause for FFL and/or Participant to terminate the Agreement immediately without any fee, cost or penalty.

Access to Records. To the extent required by Law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, The Board shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing Services under the Agreement. Such right of inspection shall be available for up to ten (10) years after the rendering of such Services. If The Board is requested to disclose books, documents or records pursuant to this Section for any purpose, The Board shall notify FFL and/or Participant of the nature and scope of such request, and The Board shall make available, upon written request of FFL and/or Participant, all such books, documents or records. If The Board carries out any of the duties of the Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, The Board agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements to 42 USC § 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other privilege will be deemed to have been waived by FFL or The Board by virtue of the Agreement.

Confidential Information. In the performance of this Agreement, FFL and/or its Participants may disclose their Confidential Information to the The Board. “Confidential Information” shall refer to the FFL’s and/or its Participants’ proprietary or confidential information, trade secrets or know-how, or other sensitive and private information, including, without limitation, service plans, services, patients, markets, developments, processes, designs, drawings, methods, systems, sales and profit figures, pricing, pricing strategies, finances, employee information, and other business information disclosed by the FFL or a Participant, directly or indirectly, whether in writing, orally or by drawings or inspection of documents or other tangible property. With regard to the Confidential Information, The Board agrees to take the same steps that it takes to protect its own confidential information from unauthorized disclosure to third parties, but in no event shall it exercise less than a reasonable standard of care based on the nature of such information and, to the extent applicable, subject to any safeguards required by Law. The Board agrees to only utilize the Confidential Information as necessary to perform its

obligations under this Agreement or to comply with applicable Law. The Board may disclose the Confidential Information to its employees, agents, attorneys, accountants and other representatives with a need to know such information, provided such individuals are subject to confidentiality obligations no less restrictive than the confidentiality obligations herein. Notwithstanding the foregoing, excluding any personally identifiable information, Confidential Information shall not include information that (i) is or becomes known to the public through no act or omission of The Board or its employees or representatives; (ii) is already rightfully in the The Board's possession at the time of disclosure and not otherwise subject to non-disclosure or confidentiality obligations; (iii) is requested or required by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, demand from a governmental agency of competent jurisdiction, or other similar process to be disclosed, provided that The Board shall promptly notify FFL of any such request and provide FFL and/or the applicable Participant with the reasonable opportunity to contest such disclosure; or (iv) is received by The Board from another person or entity who is not obligated to keep the same confidential. Within ten (10) business days of the expiration or termination of this Agreement, or upon the request of FFL or any Participant generally, The Board shall return all Confidential Information in its possession to FFL or the applicable Participant (including any copies, synopses, summaries and studies thereof), or destroy such information (including executing file erasure procedures), and provide a certification to FFL confirming the same has been performed. These requirements shall survive for four (4) years following expiration of the Term.

Sanction Monitoring. The Board agrees to register with FFL's program for the monitoring of federal and state exclusion list sanctions. FFL's sanction monitoring program may be conducted by FFL individually or FFL's third party vendor, requiring registration of information and payment of an annual registration fee by The Board. The Board shall remain registered with FFL's sanction monitoring program until expiration or earlier termination of this Agreement.

Indemnity/Insurance.

- a) The Board agrees to carry professional liability insurance limits no less than \$1,000,000/\$3,000,000 (per occurrence/aggregate) and further agrees to comply with the Insurance Addendum appended hereto. This insurance will be fully applicable to all services required to be rendered by the Board under this Agreement, subject to the terms and exclusions of the policy. If occurrence coverage is not available, claims-made coverage with a three-year tail coverage is to be provided for the same amounts and aggregates as detailed above. The Board will provide FFL with a certificate evidencing such insurance coverage upon execution of this Agreement and, if this Agreement continues, each year thereafter on the anniversary date of execution. The insurance policy will provide at least ten (10) days written notice before any cancellation or alteration in its terms may take effect. The Board agrees to send FFL copies of any such notice of cancellation or alteration.

1. The Board agrees to be liable for any medical incident which arises from the Board's performance under this Agreement.
2. The parties agree that if either of them is without fault and is held liable for the acts of the other arising out of the rendering or failure to render professional services required by this Agreement, their rights of indemnity or contribution as provided by the applicable laws for the state of Ohio may be pursued in accordance with such laws.
3. In addition, if a claim is against both parties and alleges action by both parties resulting in the claim, each party will be responsible for providing their own legal defense to include costs, attorney's fees, damages or liabilities, but if the claim is concluded with liability against only one party, that party will indemnify the other for all costs, attorney's fees or other expenses incurred in connection with the claim.

Confidentiality. Any information given to, or developed by, the Board in the performance of this Agreement will be kept in confidence and will not be made available to any individual or organization by the Board without the written approval of FFL, except as required by law.

Assignment. The Board will not assign or transfer any interest in or duties to be provided under this Agreement without the express written approval of FFL, except as previously provided within this Agreement.

Invalidity and Severability. If any provision of this Agreement will be held to be invalid, such provision will be null and void, the validity of the remaining provisions, of the Agreement will not in any way be affected thereby.

Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will constitute one Agreement, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart will be deemed to be a signature also and may be appended to any other counterpart.

Third party Rights. The provisions of this Agreement are for the sole benefit of the parties hereto and will not be construed as conferring any rights on any other person.

Governing Law. This Agreement will be governed by the laws of the state of Ohio as to interpretation, construction, and performance.

Scope of Agreement/Amendments. This Agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter

thereto. No prior agreement or understanding, verbal or otherwise, between the parties or their agents will be valid or enforceable unless embodied in this Agreement. Agreement may be amended, changed, or modified only by written agreement, executed by both parties hereto. No waiver or any provision of the Agreement will be valid unless in writing and signed by the party charged.

Non-discrimination. FFL is an Equal Opportunity Employer. If this Agreement is subject to Executive Order 11246, as amended, a copy of the Federal Contract Supplement is made a part hereof.

To the extent required by the applicable laws and regulations, this Agreement also includes and is subject to Executive Order 11738 requiring certification of compliance with environmental regulations and to the affirmative action clauses concerning Disabled Veterans of the Vietnam Era (41 CFR 60-250) and employment of the Handicapped (41 CFR 60-751), and the appropriate clauses and either attached hereto or incorporated herein by reference.

ARTICLE SIX CALENDAR

That the parties shall as soon as practical establish a calendar of school days for the 2026-2027 school year which shall contain two hundred and thirty (230) days with two hundred and twenty (220) days of actual class instruction during the 2026-2027 school year. Hours of instruction shall be set by the Board on each class day recognizing the need to meet state minimum standards, individual educational plans, non-educational programs, and operational needs of FFL. The Board will release its teachers, or subcontractors, from reporting to work only on mutual agreement with FFL. School shall be closed should the Richland County Sheriff declare a Level 3 Snow Emergency, roads are closed to general traffic, and/or the Mid-Ohio Educational Service Center's Superintendent, or designee, deem it necessary for the safety of its' staff, or subcontractors. If school is closed for one of the above-listed reasons, the day will be made up to meet the 220 contracted instructional school days.

ARTICLE SEVEN TERM

That this Agreement shall be for a term beginning July 1, 2026 and continuing until June 30, 2027. The parties shall meet prior to the month of May 2027 to review the operation of this Agreement and negotiate an extension of the same on such terms as may be agreed upon for the 2027-2028 school year.

That FFL or the Board shall provide notice not to extend this Agreement for the subsequent school year on or before April 15, 2027, by registered mail. FFL shall notify the Board at 890 W. 4th Street, Mansfield, Ohio 44906. The Board shall notify FFL at 1451 Lucas Road, Mansfield, Ohio 44903.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on dates set forth below:

Foundations for Living

Mid-Ohio Educational Service Center

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INSURANCE ADDENDUM

Board shall, at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees, its subcontractors and its independent contractors and agents: -

- I. Commercial General Liability insurance coverage, naming FFL as Additional Insured, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) in the Annual Aggregate and Two Million Dollars (\$2,000,000.00) Products-Comp/Ops Aggregate, applying to Bodily Injury, Property Damage, and liability assumed under any contract. General Liability insurance coverage may be satisfied by a combination of primary and Excess or Umbrella coverage.
- II. Workers' Compensation and Employer's Liability for Board's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and Board shall waive its right of subrogation: and

Depending on the nature of the services provided by Board, Board shall carry the following additional insurance coverage (*check all that apply*): -

☒ Professional (E&O) Liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) each claim and Three Million Dollars (\$3,000,000.00) annual aggregate, applying to professional acts and omissions.

☒ Commercial Auto Liability insurance coverage with a minimum of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage.

☐ Cyber and Privacy/Technology E&O Liability insurance coverage (including, but not limited to, coverage for investigations and mitigation of any data breaches or breaches of patient information) relating to errors and omissions liability, network and information security liability, and communications and media liability, with a minimum of __ Million Dollars (\$00,000,000.00) each occurrence, and __ Million Dollars (\$00,000,000.00) in the annual aggregate.

☐ Other (specify type(s) and amount(s) of coverage): -----.

Except as otherwise provided herein, neither party waives its rights (or the rights of its insurer) of subrogation.

In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, Board shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

Except for workers compensation insurance, all insurance required of Board shall not be materially altered or not renewed without at least thirty (30) days advance written notice to FFL.

BOARD SHALL PROVIDE CERTIFICATES EVIDENCING THE ABOVE COVERAGE(S). FFL SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO BOARD FOR ANY BREACH OF THIS SECTION.