

RESOLUTION APPROVING PROBATE COURT INVESTIGATION AGREEMENT BY AND BETWEEN COMMUNITY COUNSELING CENTER OF ASHTABULA COUNTY AND THE ASHTABULA COUNTY PROBATE COURT

WHEREAS, Andrew Misiak, Juvenile Court Administrator, has presented an agreement for the approval of the Board, to-wit:

- Scope:** Ashtabula County Community Counseling Center to provide Probate Court with Court Investigator Reports on requested proposed Guardianship investigations
- Parties:** Community Counseling Center of Ashtabula County, 2801 C Court, Ashtabula, OH 44004
Ashtabula County Probate Court, 25 West Jefferson St, Jefferson, OH 44047
- Cost:** \$260.00 per Investigator Report and compensation for the six-hour continuing education cost, including travel, lodging and meals.
- Term:** January 1, 2022 through December 31, 2023

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the Agreement, as noted above, be made in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, Kathryn Whittington, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-390

October 14, 2021

**RESOLUTION APPROVING PROBATE COURT INVESTIGATION AGREEMENT BY
AND BETWEEN COMMUNITY COUNSELING CENTER OF ASHTABULA COUNTY
AND THE ASHTABULA COUNTY PROBATE COURT**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

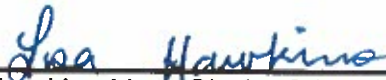
Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

PROBATE COURT INVESTIGATION AGREEMENT

This agreement is by and between the Ashtabula County Probate Court (hereinafter "Court"), located at 25 West Jefferson Street, Jefferson, Ohio 44047 and Community Counseling Center of Ashtabula County (Hereinafter "Center"), located at 2801 C Court, Ashtabula, Ohio 44004.

This contract shall be effective on the 1st day of January, 2022 and shall terminate on the 31st day of December, 2023.

WHEREAS, the Court is in need of an investigator for its various cases and the Center is willing to enter into this Agreement to perform the duties of the Probate Court Investigator.

NOW THEREFORE, the Court and Center agree as follows:

It shall be the duty of the Center to perform the following duties:

1. The Center shall take assignments from the Court to investigate Guardianships as requested by the Court and/or its staff.
2. The Center shall interview all necessary persons, request and obtain any necessary documents, review such information and give the Court an opinion as requested by the Court.
3. The Center shall complete the attached Court Investigator Report on Proposed Guardianships and submit in writing an opinion to the Court at least five business days before the hearing scheduled by the Court.
4. The Center shall submit all billing information and requests along with the Court Investigator Report to the Court at the above stated address.
5. The Center shall attend an orientation course of at least six hours, and each calendar year after the calendar year of appointment of designation.
6. The Court shall compensate the Center in the amount of Two Hundred Sixty Dollars (\$260.00) per report delivered to the Court. The Court shall also compensate the Center for the six hour continuing education cost, including travel, lodging and meals.

HIPAA. The Parties shall comply with the requirements of HIPAA, the federal regulations governing the confidentiality of drug and alcohol records (42 CFR Part 2) and state confidentiality requirements, as applicable, when accessing, using and/or disclosing information considered to be confidential pursuant to such laws.

RELATIONSHIP OF PARTIES. It is understood by both parties that the Investigator is an independent contractor with respect to the Court, and not an employee of the Court. The Court will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Investigator.

INJURIES. The Center acknowledges the obligation to provide Workers' Compensation Insurance for any person working as an Investigator for the Court. An Investigator waives any rights to recovery from the Court for any injuries that he/she may sustain while performing services under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

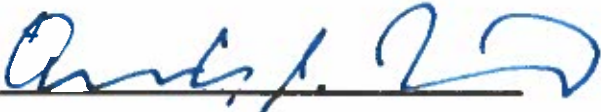
AMENDMENT. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHERE OF, the parties hereto have caused this contract to be executed by their duly authorized officers as of the day and year first above written.

THE ASHTABULA COUNTY PROBATE COURT:



Andrew J. Misiak, Court Administrator



DATE

COMMUNITY COUNSELING CENTER



Paul Bolino, CEO

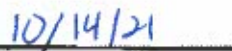


DATE

ASHTABULA COUNTY BOARD OF COMMISSIONERS



President of the Board of Commissioners



DATE