

CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE DIVISION
CONTRACT FOR YOUTH AND FAMILY COMMUNITY PARTNERSHIP
NEW DIRECTIONS, INC.

THIS CONTRACT is entered into this ____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Division (hereinafter called the "COURT") and **New Directions, Inc.**, an Ohio corporation, with principal offices located at 30800 Chagrin Boulevard, Cleveland, Ohio 44124, [REDACTED] (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct a program entitled **Youth and Family Community Partnership** residential treatment program for youth and their families, and the VENDOR can provide these services from January 1, 2012 to December 31, 2013 for the COURT.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. TARGET POPULATION - The youth (hereinafter called the "YOUTH") referred to the program shall be residents of Cuyahoga County, males and females, ages 12 – 17. These YOUTH shall be Court involved youth and have been adjudicated delinquent and shall be referred by the COURT'S Placement Expeditor. The VENDOR will accept from the COURT the YOUTH who have been COURT ordered/referred to the program, on a "no reject, no eject" basis, meaning that all YOUTH referred by the COURT shall be accepted, and that all efforts will be made to maximize involvement with families and YOUTH receiving treatment.
- II. DESCRIPTION OF SERVICES -The VENDOR shall provide the following services:
 - A. Referral and Intake – The referral package shall include a history of the COURT'S experience with the referred YOUTH and family, including available clinical assessment material and other pertinent written information as well as a completed Ohio Youth Assessment Survey (OYAS) and a the Cuyahoga County Department of Children and Family Service's Level of Care Assessment (LOCA) indicating the criminogenic needs of the YOUTH. The referral package will also include a case plan prepared by the COURT, which will state the level of care for treatment and the treatment goals for the YOUTH while in the VENDOR'S facility. The presentation of a referral package to the VENDOR by the COURT does not constitute an agreement by the COURT to place the referred YOUTH and/or to pay for services rendered or for any assessment services prior to the YOUTH being placed with the VENDOR. The VENDOR shall notify the COURT within three (3) working days acknowledgement of receipt of the YOUTH referral packet which identifies treatment goals and criminogenic needs of the YOUTH while in the VENDOR's residential facility. The COURT will consider revisions in the treatment case plan as suggested by the VENDOR.
 - B. Diagnostic Assessment – All YOUTH will receive a comprehensive assessment upon arrival at the VENDOR'S facility. The primary purpose of the assessment process is to identify the YOUTH'S treatment needs and to develop an individualized treatment plan

that addresses those needs. The assessment will minimally include a diagnostic assessment which consists of gathering information from the YOUTH and/or parents about family relationships and history and YOUTH functioning; including behavioral, interpersonal, educational, vocational, medical, mental health, dental, substance abuse/dependency, and family relationships. Further assessments, either requested by the COURT or identified by the VENDOR, will be conducted after placement. This assessment guides the treatment planning, which involves the YOUTH, parents/guardians, the COURT'S Placement Aftercare Coordinator (PAC), the treatment team, school personnel, and others involved in the YOUTH'S treatment. The VENDOR is required to contact the YOUTH'S family (parent/guardian) within forty-eight (48) hours of their arrival with the VENDOR to identify additional family goals for the YOUTH'S treatment as well as commencing interaction with the YOUTH'S family.

- C. Individualized Service Plan (ISP) – The VENDOR shall develop an Individual Service Plan (ISP) for each YOUTH admitted to their facility. The ISP establishes the goals and objectives for treatment (based on assessments), that are developed and agreed upon by the YOUTH, parents/guardians, PAC and the treatment team. The ISP will include: YOUTH'S and family's strengths; definition of problems or needs; goals to be addressed; expected outcomes and outcome measures; activities and services to be included and utilized; responsibilities of client, parent/guardians, and service providers; time frames for completion; and a rating of progress.
1. An initial ISP is completed within the first thirty (30) days of placement. The VENDOR shall send the PAC an individualized treatment plan within thirty (30) days of the YOUTH'S admission to the program, with an additional copy of the plan sent to the PAC'S immediate supervisor.
 2. The VENDOR shall send to the PAC reports identifying the YOUTH'S progress towards meeting the individualized service plan, including but not limited to the YOUTH'S academic progress, social adjustment, and social interactions with peers, family and others, as well as progress in any special treatment areas such as drug therapy, sex offender treatment, etc. Reports should be completed and forwarded to the COURT on a monthly basis.
 3. Treatment team meetings will be held minimally every thirty (30) days in coordination with the YOUTH, parents, guardians, PAC, treatment team, and others involved in the treatment plan.
- D. Core Residential Services – The core residential program consists a full continuum of residential services seven (7) days a week for twenty-four (24) hours a day at the assigned site. Additional services may be provided at school, weekend activities, family interactions and any other project related activities.
1. The VENDOR provides three (3) nutritionally balanced meals and snacks daily for the YOUTH in the program. If necessary, a special dietary regimen is established and communicated to the VENDOR'S dietary department and staff. All pertinent dietary information is documented in the YOUTH'S record. Dietary staff adheres to regulatory-body standards regarding food preparation, foodservice, storage, and sanitation.
 2. The VENDOR shall send via facsimile to the PAC all incident reports on YOUTH in placement within twenty-four (24) hours of event occurrence so that the PAC can respond to any inquiries from the YOUTH'S family and/or significant others. Any

follow-up reports regarding the incident will be faxed to the PAC within two to three (2-3) working days. The incident reports should include all signatures of staff involved in the incident. Incidents that should be reported to the COURT within these time-frames, include, but are not limited to: use of physical restraints, absent without leave (AWOL), sexual acting out, fire setting and fighting.

E. Medical Care - Primary health care and medical treatment is provided through the VENDOR by the licensed medical staff. An attending physician monitors all medical care provided to YOUTH. The VENDOR will facilitate the provision of medically necessary laboratory and psychiatric services. The VENDOR shall be responsible for the transportation of YOUTH to emergency medical care, including the YOUTH'S return to the program. The VENDOR shall notify the PAC as well as the parents before the YOUTH is transported or as soon as possible after the incident. Parents or guardians are notified for authorization, prior to any medical treatment, except in an emergency situation. The VENDOR shall comply with all applicable policies, procedures, and regulations as required by law, contract, licensure, and accreditation

1. The PAC, parent/guardian, and the physician who prescribed any medication for the YOUTH shall be notified of any modifications in medication for the YOUTH, including a rationale for such changes.
2. All YOUTH will be afforded the opportunity for HIV antibody testing. Such testing may be conducted only with the voluntary informed consent of the YOUTH. Pre- and post-test counseling is also provided to all YOUTH being tested. Medical records related to the HIV status of YOUTH will be maintained in accordance with the Confidentiality of HIV Related Information Act. Ongoing AIDS/HIV education and counseling, when indicated, is provided by the VENDOR.
3. Psychotropic medications are only used when prescribed by the program's contracted Licensed Psychiatrist and are administered by qualified and appropriately trained personnel.

F. Treatment services – All YOUTH will minimally receive the following services at all facilities, as provided by the VENDOR unless approved by the COURT'S PAC.

1. *Counseling modalities* – All counseling sessions should include a focus on meeting the criminogenic needs of YOUTH, utilizing, one or more of the following services:
 - a. Cognitive intervention programs
 - b. Aggression replacement therapy
 - c. Medication management and monitoring
 - d. Independent living skills
 - e. Co-occurring mental health/substance abuse treatment
 - f. Motivational Enhancement Therapy
 - g. Art therapy
 - h. Recreational therapy
 - i. Cognitive behavioral therapy
 - j. The Seven Challenges curriculum
 - k. Twelve step programs
 - l. Trauma Recovery and Empowerment model
 - m. Brief Strategic Family Therapy
 - n. Gender specific group therapy

- o. Rational Emotive Behavior Therapy
 - p. Trauma Focused Behavioral Therapy
2. *Individual Counseling* - Each YOUTH is required to receive at least one (1) hour of individual counseling per week. In addition, the VENDOR'S staff is available at any time to discuss issues and/or concerns with YOUTH. Individual counseling focuses primarily on the development of cognitive skills and addresses such issues as: anger control, problem solving skills, conflict resolution, decision making skills, reinforcement of positive self-image, respect for self, stress management skills, and empathy skills for others.
 3. *Group counseling* - Group counseling utilizes a skilled facilitator to address peer interactions and congregate living issues such as respect for personal property and space of others, interpersonal conflicts between individuals or groups of individuals, as well as, focus on personal issues and developing an understanding and sensitivity toward cultural awareness within residential life. Other group therapy sessions address language and communication skills, assertiveness development, impulse control, and group cooperation skills are developed in these sessions.
 4. *Case management* - Case management activities are designed to assist and support YOUTH in gaining access to medical, social, educational, and other services essential to meeting their basic needs while involved in treatment and/or recovery. These activities can include gathering information necessary for the development of a plan, providing input regarding the case plan, and any supporting activities aimed at the development of goals, service plans or service agreements, routine contacts and other communication with students while in placement in relationship to changes in their plan, as well as, their status and progress. Case Management shall include contacts with COURT placement aftercare staff and other supporting agency staff relating to linkage issues with schools, job placement, secondary education, technical facilities and other specialized community agencies and activities necessary to supervise transition such as direct communication with students, parents, agencies and the coordination of scheduling meetings, writing required reports and compliance with the re-entry plan.
 5. *Educational Services* - The VENDOR is to facilitate the provision of educational services either on grounds or in a staff secure setting as mandated by state guidelines.
 6. *Parental/Family Involvement* - Parents/guardians are required to participate in treatment by attending the Individual Service Plan meeting. As the YOUTH progresses through the program, he/she can earn day passes and home passes with her family. If family counseling is required, the VENDOR works with the family to arrange sessions so that the YOUTH may attend sessions with her family while on home passes. The VENDOR will also provide or facilitate transportation for the parent/guardian to the facility so that family therapy sessions can be completed. Family therapy should be held at least twice each month.
 7. *Practical Life Skills* - All YOUTH age 16 and over, shall be provided with life skills/independent living programming while at the residential facility. This service is educational in nature and focuses on various topics with all participants, to enhance their ability to live independently. These services may include, although are not limited to: job search, school placement, career readiness classes, driver education, resume writing, college enrollment and assistance with various scholarship funding.

- G. Program Termination – The approximate YOUTH length of stay at the facility shall be sixty (60) days. Longer stays are allowed and can be considered by the COURT as well as recommended by the VENDOR. YOUTH who need to be removed from the program (unsuccessfully terminated) shall require at least thirty (30) days written notice in advance to the COURT of YOUTH'S removal from the program. Discharge date from the VENDOR's residential facility shall be determined by the treatment team, including the PAC, YOUTH'S parents, community representatives involved with YOUTH, System of Care worker, and community-based service providers as well as the VENDOR's staff. The following written documentation must be completed at the time of notification (both successful and unsuccessful terminations) and will validate the YOUTH'S progress while in the program:
1. The YOUTH'S most recent individualized education program results including school transcripts and credits.
 2. The YOUTH'S most recent psychological and/or psychiatric evaluation results, including progress towards chemical dependency treatment goals.
 3. A complete medical report including immunizations, medications, and any special medical care that has been provided to the YOUTH while in the VENDOR'S care.
 4. A discharge summary which includes a description of all significant progress, regression, events, etc., that occurred during the placement.
- H. COURT Communication - The VENDOR'S staff is expected to be present at COURT hearings and shall be provided with notice one (1) week prior to scheduled hearing. In addition, any Title IV-E eligible YOUTH who remains longer than a year in the VENDOR'S facility will require a reasonable effort motion and the accompanying judicial Journal Entry documenting these efforts. The VENDOR will cooperate with the COURT to meet these requirements both in preparation of the appropriate documentation and appearance in COURT for this hearing as well as returning the YOUTH to the family or finding a suitable residential situation for the YOUTH, if reunification is not recommended.
- I. Record Maintenance - The VENDOR will maintain all records and forms utilized, in adherence with State standards, in accordance with Medicaid eligible services, whether or not services provided meet this eligibility. The VENDOR shall provide the COURT Grants Management Unit a copy of the VENDOR's current operating licenses, and copies of treatment facility licenses, including all renewal documentation as they occur.
- J. Staffing - The VENDOR shall provide appropriate staff to conduct all services as described. The selection and hiring policies of staff shall meet the State requirements. Staff providing direct service to YOUTH shall meet Medicaid standards for providing such services. Crisis mediation in-service training is provided to all direct care staff members via the following venues: Behavioral Intervention, Suicide Prevention and Recognition, Developmental, Fire Safety and Hazard Communication and First Aid/CPR and Bloodborne Pathogen Training sessions. The VENDOR shall also ensure that all staff are trained in identification of crises, de-escalation techniques, follow-up counseling, use of referrals when necessary, and special safe physical restraint techniques.
- K. Documentation - The VENDOR will maintain all records and forms utilized, in adherence with State standards, within accordance with Medicaid and ODADAS

services, whether or not services provided meet this eligibility. The VENDOR shall maintain all fiscal and programmatic records subject to inspection, review and audit by Court Personnel. Strict Confidentiality will be maintained, including HIPPA and Federal 42 C.F.R Part 2 Alcohol and Drug Regulations.

- L. The VENDOR assures the COURT that all placement sites meet the following provisions and requirements:
1. Are approved Title IV-E facilities;
 2. Cooperate with the COURT, the Cuyahoga Tapestry System of Care (CTSOC) office, and any assigned care coordination agency to coordinate individual youth transition to community-based services, including working with families to ensure that eligible youth are enrolled in Medicaid to ensure that all Medicaid-eligible services are billed.
 3. Cooperate with the COURT and/or the COUNTY with data collection for any authorized evaluation of the effectiveness of the YFCP program.

III. OPERATIONAL DETAILS

A. Service Site – All services will take place in the community, and/or in the youth's home.

B. Contact Person:

Vendor

Mike Matoney

30800 Chagrin Boulevard

Cleveland, Ohio 44124

Phone: (216) 591-0324 xt211

mmatoney@newdirect.org

Juvenile Court

Karen Lippmann

9300 Quincy Avenue

Cleveland, Ohio 44106

Phone: (216) 698-4791

klippman@cuyahogacounty.us

IV. OBJECTIVES - The VENDOR shall ensure that the following Objectives and Performance Indicators are met.

Performance Objectives

1. 75% of adjudicated YOUTH admitted to the program during the contract period will successfully complete the program.
2. 100% of the YOUTH's families will be contacted within 48 hours of youth's admission to the program.
3. 100% of the YOUTH will be assessed and will have Individualized Service Plans developed for them within 30 days of admission to the program.
4. 100% of YOUTH will be enrolled in an educational/vocational program within 3 days of successful release from program.

Performance Indicators

1. Number of adjudicated YOUTH admitted to the program during the contract period who successfully complete the program.
2. Number of YOUTH's families who are contacted within 48 hours of admission to the program divided by the number of YOUTH's families who enter the program.
3. Number of YOUTH who are assessed and who have an Individualized Service Plan developed within 30 days of program admission divided by number of YOUTH who are admitted to the program.
4. Number of YOUTH who are enrolled in an educational/vocational program within 3 days of successful release from the program divided by number of YOUTH released from the program.

Performance Objectives (cont.)

5. 100% of YOUTH will demonstrate a drop in the OYAS score at the time of discharge from the residential facility.
6. 100% of YOUTH discharged on medication will have an appointment with a community-based psychiatrist within 30 days of successful release from program.

Performance Indicators (cont.)

5. Number of YOUTH whose OYAS score is lower at the time of discharge from the residential facility, as compared to the YOUTH'S OYAS score at the time of admission to the residential facility.
6. Number of YOUTH on medication who have appointments with a community-based psychiatrist within 30 days of successful release from the program divided by number of YOUTH on medication that are successfully released from the program.

V. **BUDGET** - Funding for this CONTRACT is contingent upon the availability of funds and shall not exceed **\$250,000.00** for the term of the CONTRACT.

- A. Unit Rate - A per unit rate (hereinafter called the "UNIT RATE") for each YOUTH shall be paid by the COURT to the VENDOR for each YOUTH receiving program services, as detailed in the Description of Services section. If the VENDOR has a "Non-Medicaid" rate, then documentation of Medicaid ineligibility must accompany all invoices for YOUTH where this UNIT RATE applies. The COURT will not process any invoice for YOUTH with a "Non-Medicaid" rate unless this documentation is included with the invoice. The UNIT RATE for each LOC is as follows:

Residential Care	Level 4	Level 5	Level 6	Level 7
Title IV-E Maintenance Costs	\$152.45 resident/day	\$179.00 resident/day	Not available	Not available
Title IV-E Administrative Costs	\$22.55 resident/day	\$1.00 resident/day	Not available	Not available
Other Costs	\$0.00 resident/day	\$0.00 resident/day	Not available	Not available
Total UNIT RATE	\$175.00 resident/day	\$180.00 resident/day	Not available	Not available

- B. Incurring Costs - The COURT shall not be responsible for any costs incurred by the VENDOR prior to award of and subsequent to the termination of this CONTRACT.

1. **Planned Absence:** All passes for leaves (i.e., home leaves, vacations, etc.) shall be pre-approved by the PAC no less than seven (7) days prior to the date of the pass. Leaves shall not exceed four (4) consecutive days. The COURT shall reimburse the VENDOR under this AGREEMENT for any of the following absences.
 - a. *Short Term Visits* - The COURT shall continue payment to the VENDOR at the UNIT RATE for as many short-term trial home visits as are deemed necessary and feasible by the PAC. Short term visits are defined as all planned visits approved in advance by the PAC that are not "vacations" as defined below.
 - b. *Vacations* - The COURT shall continue payment to the VENDOR at the UNIT RATE during the following vacation periods: Christmas, Easter or Spring break, and Summer as long as the vacation plan, including the VENDOR service

provision, for each YOUTH covered by this AGREEMENT is agreeable to the PAC. The COURT retains the option to deny the vacation request for any such YOUTH for which an acceptable plan cannot be established.

- c. *Hospitalizations* - The COURT shall make payment to the VENDOR at the UNIT RATE during the first five (5) days of a YOUTH'S emergency hospitalization if the VENDOR continues to provide social services to the YOUTH and the YOUTH is returned to the VENDOR'S care immediately upon discharge from the hospital. In the event of pre-planned hospitalization and/or pre-scheduled inpatient medical services, the COURT and parent(s) shall attempt to coordinate the YOUTH'S hospital admission within his/her home community. The COURT shall continue payment to the VENDOR at the UNIT RATE for up to five (5) days the VENDOR holds the bed for the YOUTH as long as the YOUTH is accepted back by the VENDOR.
 2. *Unplanned Absences* - The COURT shall make payment to the VENDOR at the UNIT RATE for the first five (5) days of an absence without leave (AWOL) as long as the VENDOR notifies the COURT on the first day of a YOUTH'S absence and agrees to re-admit the YOUTH immediately upon his/her return. The COURT shall not make payment to the VENDOR while the YOUTH is detained in the COURT'S Detention Center or sheltercare facilities (i.e., YOUTH awaiting COURT hearing or return to the VENDOR'S care).
 3. *Clothing* - All clothing requests shall be directed to the PAC, and shall not exceed \$200 per six (6) months or \$400 annually.
 4. *Medical Bills* - Concerning all medical treatments and hospitalizations for YOUTH while in the care of the VENDOR, where private insurance and/or Medicaid is available to reimburse the VENDOR for services, the VENDOR will consider third party insurance and/or Medicaid as the primary payer and the COURT as the secondary payer. Whereas Cuyahoga County Department of Children and Family Services (DCFS) has custody of YOUTH, DCFS will be responsible for all medical bills. All medical bills, other than those in which DCFS is responsible, must be submitted to the COURT for payment within thirty (30) days after all other payment options have been exhausted.
 5. *Conflict of Interest* - The VENDOR shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the COURT, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee, unless the services or goods involved are provided at a competitive cost or under terms favorable to the VENDOR.
- C. Monthly Fiscal Report – **The VENDOR MUST utilized the COURT invoice for payment (Attachment A). There shall be only ONE master invoice submitted each month for all youth at the VENDOR's facilities for that month although the VENDOR may submit their own invoicing forms as back-up material.** The VENDOR shall, within ten (10) days following the last-day of each calendar month, submit an invoice (see Attachment A) to the COURT covering services rendered to YOUTH by the VENDOR during the previous month and the Current Youth Population form (see Attachment B) to the COURT. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, and month. No invoices shall be

processed without an accompanying Current Youth Population form. All invoices must be signed and dated for verification by both the fiscal and programmatic officials. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstance will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within January, then the 60 day period expires on March 31. Failure to comply with submission of the invoice within the ten (10) day submission rule may result in the COURT not processing the invoice for payment.

D. Payment - The COURT shall review invoices for completeness and accuracy before processing for payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT. Incomplete invoices shall be returned for correction.

E. FINANCIAL REPORTING PRINCIPLES The VENDOR will adhere to the following financial reporting principles:

1. Generally accepted accounting principles for maintaining all financial records.
2. Rule 5101:2-47-11 of the Administrative Code: Reimbursement for foster care maintenance costs for children's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities.
3. Rule 5101:2-47-25 of the Administrative Code: Foster care maintenance rate setting: Allowable costs for use in completing the ODJFS 02909 Residential Child Care Facility Cost Report and the ODJFS 02910 Purchased Family Foster Care Cost Report.
4. Rule 5101:2-47-26 of the Administrative Code: Foster care maintenance rate setting: Unallowable costs for use in completing the ODJFS 02909 Residential Child Care Facility Cost Report and the ODJFS 02910 Purchased Family Foster Care Cost Report.
5. Where applicable, adherence to the following federal definitions for allowable cost as defined in:
 - a. Office for Management and Budget A-87: Cost Principles for State, Local and Indian Tribal Governments.
 - b. Office for Management and Budget A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.
 - c. Office for Management and Budget A-122: Cost Principles for Non-profit Organizations.
 - d. Office for Management and Budget A-133: Audits of States, Local Government and Non-profit Organizations.

VI. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this CONTRACT. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this CONTRACT or longer, as may be required by the applicable records retention schedule.

- VII. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.
- VIII. ON SITE VISITS - The COURT and the State of Ohio shall be allowed to access, review and discuss activities and records and shall be allowed to interview individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this CONTRACT.
- IX. INDEMNITY - The VENDOR agrees to indemnify and save harmless the COURT, Cuyahoga County and any and all officers, agents or employees thereof against any and all liability, loss, damages, cost or expense for damages sustained by virtue of any act of the VENDOR, its officers or employees in the performance of the project under this CONTRACT.
- X. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the youth shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.
- XI. INSURANCE - The VENDOR shall carry any necessary or required insurance (i.e.: public liability, property damage, worker's compensation, malpractice insurance) to insure against any and all claims which may arise out of VENDOR operations under the terms of this contract. Such coverage may be through insurance policies or self-insurance programs maintained by the VENDOR.
- XII. ANTI-DISCRIMINATION - The County will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this CONTRACT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.
- XIII. ASSIGNABILITY - None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the COURT.
- XIV. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XV. CONFIDENTIALITY - The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its

own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate contract with its employees to that effect.

- XVI. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this CONTRACT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XVII. AMENDMENT - This CONTRACT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XVIII. TERMINATION - This CONTRACT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the VENDOR. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this CONTRACT for services performed prior to termination.
- XIX. BREACH OF CONTRACT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this CONTRACT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this CONTRACT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.
- XX. SERVICE CONTINUITY - In the event that the funding for the program is not renewed, and the CONTRACT provides for direct youth services, then the VENDOR shall develop a plan for youth still receiving service at the end of the contract period. This plan shall consist of a re-assessment of the youth's progress and a determination of the best course of action for the youth. Choices would include closing cases, accelerating services or aiding in transferring cases to a funded program.
- XXI. ETHICS REQUIREMENTS - The VENDOR shall comply with all County ethics as well as all requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.

XXII. CRIMINAL RECORDS CHECK - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.

XXIII. ELECTRONIC SIGNATURES - By entering into this CONTRACT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COURT, the COUNTY, and the VENDOR have executed this CONTRACT as of the date first above written.

New Directions, Inc.

By: *Patricia Matney, CEO*

Cuyahoga County Juvenile Court

By: *Marita Kavalec*
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By: *Ed FitzGerald/apc*
2012-06-15 17:44:04
Edward FitzGerald, County Executive

ATTACHMENT A



MONTHLY INVOICE
CUYAHOGA COUNTY JUVENILE COURT

MONTH YEAR

AGENCY	PROGRAM

ADDRESS _____ PHONE _____ EMAIL _____

NUMBER OF YOUTH INVOLVED _____

INVOICE # *(not to exceed 8 characters)* _____

Names of Youth and Total Cost and Title IV-E costs Per Youth (Use Additional Sheets if Necessary). Please note that the Title IV-E Administrative Costs plus Title IV-E Maintenance costs plus Other cost should equal the Total Per Diem.

[illegible]

AUTHORIZED FISCAL SIGNATURE: _____

DATE: _____

AUTHORIZED PROGRAM SIGNATURE: _____

DATE: _____

ATTACHMENT B



CURRENT YOUTH POPULATION
CUYAHOGA COUNTY JUVENILE COURT
MONTH _____ YEAR _____



AGENCY _____ PROGRAM _____

Please list all ACTIVE youth that received services within the month, regardless if the Court is not the primary payor. Any youth not listed here AND the invoice will be disallowed for reimbursement. This list MUST accompany the invoice each month. Please list youth alphabetically. Use additional sheets as necessary.

COUNT	YOUTH NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER	FIRST DATE OF SERVICE	TERMINATION DATE	TERMINATION REASON
1						
2						
3						
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CONTACT PERSON: _____

PHONE #: _____ EMAIL _____

*** TERMINATION CODES:**

S - Successful completion
U - Unsuccessful completion
O - Youth moved or died