

CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE DIVISION
CONTRACT FOR IN-HOME FAMILY THERAPY PROGRAM
BEREA CHILDREN'S HOME AKA GUIDESTONE

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 **Berea Children's Home AKA Guidestone**, a corporation not-for-profit, with principal offices located at 202 East Bagley Road Berea, [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 **In Home Family Therapy treatment** program for youth and their families, and the VENDOR can provide these services from February 1, 2012 to January 31, 2014 for the COURT.

WHEREAS effective March 19, 2012 the COUNTY, the COURT and the VENDOR acknowledge and agree that Berea Children's Home shall be known as Guidestone.

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 males and females, ages 18 and under. These youth shall be residents of Cuyahoga County referred by the COURT'S probation department.
- II. DESCRIPTION OF SERVICES - The VENDOR shall provide the following services:
 - A. Referral and Intake - Upon receipt of Juvenile COURT's referral, the VENDOR shall provide immediate (within 24 hours) intake services, consisting of either a face-to-face meeting or a phone call with the parent/guardian of the YOUTH, to schedule the completion of the intake process with the YOUTH and parents. The referring COURT Probation Officer must be notified immediately by the VENDOR of any failure to contact the YOUTH/family within 24 hours of the initial Juvenile COURT referral. Should a YOUTH or the YOUTH's family be non-compliant in the program (be unreachable for up to three (3) documented attempts over a period of thirty (30) days to contact the YOUTH/family for the initial assessment or miss two consecutive scheduled appointments), then the referring COURT Probation Officer must be notified immediately.
 - B. Diagnostic Assessment - The VENDOR shall complete, within seven (7) days of referral receipt, a psycho-social assessment of the youth, including DSM-IV mental health diagnoses, and substance use disorders will be completed. The VENDOR shall also incorporate the COURT's Ohio Youth Assessment System (OYAS) information, including criminal justice involvement; family; education; peer relations; substance abuse; leisure activities; mental health and behavior issues; and antisocial attitudes. If a more complete clinical assessment is deemed necessary, the VENDOR shall assist the

family in locating the appropriate community resources at no cost to the COURT.

- C. Individualized Service Plan (ISP) - The VENDOR shall complete an Individualized Service Plan, within seven (7) days of the referral receipt. The ISP shall include individualized goals, objectives for each goal, strategies to reach those goals, and objective measures to assess outcomes. The VENDOR shall involve the family in the development of the ISP. The VENDOR shall notify the referring Probation Officer of YOUTH and families who refuse to sign or are otherwise non-compliant in relation to the ISP. If needed, the ISP shall be updated every ninety (90) days.
- D. In-Home Family Treatment (IHFT) - IHFT services shall begin within five (5) days of the ISP completion, shall include the following components.
1. *Case Management* - Case management shall include ongoing assessments; service planning and monitoring; and crisis intervention.
 2. *Community Psychiatric Supportive Treatment (CPST)* - CPST shall include skill building; symptom recognition and development of coping skills; advocacy and outreach; education and training; and employing interventions to eliminate barriers to progress.
 3. *Therapy sessions* - Therapy sessions are conducted in the home according to the established treatment plan.
 - a. *Individual therapy* focuses on such issues as: anger management, problem solving, conflict resolution, decision making, stress management, empathy skills, and self-respect.
 - b. *Family therapy* is effective at repairing troubled relationships; exploring family roles, rules, and behavior patterns; and identifying coping mechanisms.
- E. Referral and Linkage with Community Resources - The VENDOR shall also provide the family with community resources as deemed relevant, including, but not limited to: parenting classes; hygiene and reproductive health; vocational and independent living skills; gender-specific groups; social skills training; tutoring and school advocacy; substance abuse support/education; and mentoring services for both parents and youth. The VENDOR shall also work with youth and families to develop neighborhood links to pro-social activities in the community, while assisting families in the development of strength-based coping skills.
- F. Program Termination - The VENDOR shall submit a termination report within ten (10) working days of the termination date and submitted to the appropriate Probation Officer. The report shall include the YOUTH'S duration in the program, program activities and specific community resources to which the YOUTH was referred, the progress made, and any special concerns. In closing successful cases, the VENDOR shall obtain the signatures of the participating YOUTH and his/her parents/guardians on the case closing summary indicating their understanding of what services were provided, what goals were achieved and what actions the YOUTH and family are expected to continue on their own to maintain and continue their progress. The VENDOR shall also document service gaps (both levels and types of services needed).
- G. Communication with COURT - The VENDOR shall maintain ongoing communication with involved COURT staff, including providing written reports for Probation Officers within five (5) days of their completion and as needed.

- H. Crisis Services - The VENDOR staff shall be available on a seven (7) day per week, twenty-four (24) hours per day basis to respond to family crisis. Staff will provide consultation and crisis stabilization.
- 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.
- J. Staffing - The VENDOR shall provide appropriate and fully trained staff. The selection and hiring policies shall meet the State requirements and shall comply with the provisions in the Ohio Revised Code. The primary employee of the VENDOR providing services to each YOUTH and their family shall have a minimum of a Bachelor's degree in human services or a related field.
- 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 will keep youth tracking information up-to-date on the COURT's web-based RiteTrack data management system. 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.

III. OPERATIONAL DETAILS

- A. Service Site - All services will take place in the community, and/or in the youth/family's home.
- B. Contact Person:

<i>Vendor</i> Donna Keegan 202 East Bagley Road Berea, Ohio 44017 Phone: (440) 234-2006 ext 8338 dkegan@bchfs.org	<i>Juvenile Court</i> Karen Lippmann 9300 Quincy Avenue Cleveland, Ohio 44106 Phone: (216) 698-4791 klippman@cuyahogacounty.us
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IV. OBJECTIVES - The VENDOR shall ensure that the following Objectives and Performance Indicators are met.

- | <u>Performance Objectives</u> | <u>Performance Indicators</u> |
|--|---|
| <p>1. 75% of families admitted during the contract period will successfully complete the program.</p> <p>2. 75% of youth will maintain law abiding behavior within 12 months of completing the program.</p> <p>3. 100% of youth and families will be assessed and have an ISP developed within seven days of referral receipt.</p> | <p>1. Number of families who complete the program divided by number of families admitted to the program.</p> <p>2. Number of youth who maintain law abiding behavior within 12 months of program completion divided by number of youth who complete the program.</p> <p>3. Number of youth and families who are assessed and an ISP is developed within seven days of referral receipt.</p> |

Performance Objectives (cont.)

4. 75% of youth and families will demonstrate a drop in the Ohio Scales score (increased family functioning) at the time of program completion.
5. 75% of youth will be involved in at least one pro-social activity at the time of program completion

Performance Indicators (cont.)

4. Number of youth and families whose Ohio Scales score is lower at the time of completion, as compared to the score at the time of admission.
5. Number of youth involved in at least one pro-social activity at the time of program completion divided by the number of youth who have no pro-social activity at the time of program completion.

V. **BUDGET** - Funding for this CONTRACT is contingent upon the availability of funds and shall not exceed \$35,000.00 for the term of the CONTRACT.

A. Unit Rate - A per unit rate (hereinafter called the "UNIT RATE") of \$89.06/hour shall be paid by the COURT to the VENDOR for each YOUTH receiving services as detailed in the Description of Services section.

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.

C. Monthly Fiscal Report - 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. All parties acknowledge and agree that all payments made to the VENDOR shall be made to Guidestone.

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.

Berea Children's Home AKA Guidestone

By: Donna M. Keegan

Cuyahoga County Court of Common Pleas, Juvenile Division

By: Marita Kayalec
Marita Kayalec, Court Administrator

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By: Ed FitzGerald
Edward FitzGerald, County Executive

ATTACHMENT A

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 *
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CONTACT PERSON: _____

PHONE #: _____ EMAIL _____

*** TERMINATION CODES:**

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