

CONTRACT

THIS CONTRACT is entered into this 1st day of January, 2012 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Juvenile Court (hereinafter called the "COURT") and, **Michael J. Biscaro**, an individual, with principal offices located at P.O. Box 811058, Cleveland, Ohio 44181 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services as a **Psychologist**, and the VENDOR can provide these services from January 1, 2012 to December 31, 2012.

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

- I. DESCRIPTION OF SERVICES - The VENDOR shall provide the following services in accordance with established COURT Diagnostic Clinic procedures:
 - A. Psychological evaluations of those persons ordered by the COURT to undergo said evaluations, in a manner prescribed by the COURT, and limited to the following activities: Attendance at Court-approved training sessions; Pre-evaluation case consultation; Collateral contact; Review of collateral documentation; Interview; Interpretation of psychological test results; Report Preparation; Dictation – reporting; Dictation – review; and Testimony. Services that are performed outside of these categories are not billable.
 - B. Required utilization of specific transcription services provided through the COURT to prepare computer-generated reports of said evaluations to the COURT.
 - C. In-service training to COURT staff, per direction of the COURT Clinic Director.
 - D. Attendance at any Court-approved training sessions conducted for the VENDOR to assist this VENDOR in improving his/her knowledge of community-based resources, of clinical techniques, and of various other matters, as indicated.
 - E. Preparation of invoices are to be prepared noted in Attachment A and Timesheets in Attachment B, limited to the categories listed above and in same format as noted in the attachments.
- II. OPERATIONAL DETAILS
 - A. SERVICE SITE: Juvenile Court Diagnostic Clinic, 9300 Quincy Avenue, Cleveland, Ohio 44106

B. CONTACT PERSON:
Michael J. Biscaro
P.O. Box 811058
Cleveland, Ohio 44181
(440) 826-0041
michaelbiscaro@yahoo.com

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

OBJECTIVES

1. 100% of CLIENTS will successfully complete the assessment services during the fiscal year.
2. 100% of evaluations will be completed in accordance with established clinic procedures.

PERFORMANCE INDICATORS

1. Number of CLIENTS admitted to the assessment services during the fiscal year who successfully complete the assessment services.
2. Number of evaluations completed in accordance with established Court clinic procedures.

IV. BUDGET - Funding for this CONTRACT is contingent upon the availability of funds and shall not exceed **\$3,000.00** for the term of the CONTRACT.

- A. Unit Rate: A per unit rate (hereinafter called the "UNIT RATE") of \$73.16/hour shall be paid by the COURT to the VENDOR for each CLIENT receiving program services, as detailed in the Description of Services section. The VENDOR shall only be allowed to invoice the COURT for the following services: Attendance at Court-approved training sessions; Pre-evaluation case consultation; Collateral contact; Review of collateral documentation; Interview; Interpretation of psychological test results; Report Preparation; Dictation – reporting; Dictation – review; and Testimony. Services that are performed outside of these categories are not billable.
- 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 with supporting timesheet(s) for each CLIENT listed on the invoice (see Attachment A) to the COURT covering services rendered to the CLIENT by the VENDOR during such month. In no instance shall the COURT prepare or assist in preparing the monthly invoice and timesheet(s) of the VENDOR. The COURT cannot accept any additional or corrected invoices from the VENDOR beyond the tenth of each month for services rendered in prior months. All invoices and accompanying timesheets must be in compliance of paragraph VI of this CONTRACT.
- 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.

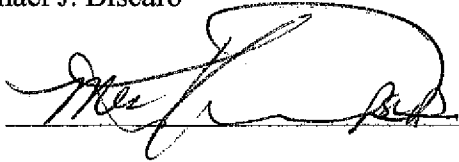
- V. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this CONTRACT. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR 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.
- VI. 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.
- VII. 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.
- VIII. 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.
- IX. 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.
- X. 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.
- XI. 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.
- XII. ASSIGNABILITY - None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the COURT.

- XIII. **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.
- XIV. **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.
- XV. **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.
- XVI. **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.
- XVII. **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.
- XVIII. **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.
- XIX. **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.

- XX. 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.
- XXI. 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.

Michael J. Biscaro

By: 

Cuyahoga County Juvenile Court

By: 
Marita Kavalec, Court Administrator

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By: 
Edward FitzGerald, County Executive

ATTACHMENT A

MONTH _____ YEAR _____

NUMBER OF TIMESHEETS
ATTACHED _____**INVOICE #** (not to exceed 8 characters) _____

Name of Client	Dates of Service	Total Hours
		#REF!
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
	TOTAL HOURS	#REF!

TOTAL HOURS	#REF!
HOURLY RATE	\$73.16
GRAND TOTAL	#REF!

DEPARTMENT DIRECTOR APPROVAL _____
DATE: _____

ATTACHMENT B

**CUYAHOGA COUNTY JUVENILE COURT
DIAGNOSTIC CLINIC**

CONTRACTED CLINICIAN TIMESHEET

CLINICIAN NAME _____

MONTH/YEAR _____

Name of Client _____

Last Name/First Name

Legal Case Number _____

County Referral Number _____

Name of Involved Parties	HOURS									TOTAL HOURS PER INVOLVED PARTIES
	Interview	Interpretation- test results	Collateral Contact	Pre-evaluation case consultation	No Show	Review-Collateral Documents	Dictation-reporting	Dictation-review	Testimony	
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
TOTALS HOURS PER BILLABLE ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Note:

Legal Case Number is mandatory except for specific referrals by Cuyahoga County Department of Children and Family Services (CCDCFS) in which an evaluation was requested. In such instances the County Referral Number is mandatory.

Fractional time is only to be reported in quarter hours (i.e. .25, .50, .75).

SIGNATURE OF CLINICIAN _____

DATE _____