

CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE DIVISION
CONTRACT FOR EVIDENCED-BASED ANGER MANAGEMENT GROUP THERAPY
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 Court Division (hereinafter called the "COURT") and **Guidestone**, a corporation not-for-profit, with principal offices located at 202 East Bagley Road, Berea, Ohio 44017 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct a program entitled **Aggression Replacement Therapy** program for youth and their families, and the VENDOR can provide these services from November 15, 2012 to June 30, 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 female, ages 18 and under. These youth shall be residents of Cuyahoga County referred by the COURT.
- 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. 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. The assessment shall be limited to no more than two (2) hours of billable services.
 - C. Anger Management Group Therapy - The VENDOR shall utilize the evidenced-based Aggression Replacement Training (ART) program to provide anger management group services. The ART curriculum consists of skill streaming, designed to teach a broad array

of skills such as pro-social behaviors, anger control training, and various methods for empowering the youth to modify their own anger responsiveness and includes three components:

1. Social Skills Training;
2. Anger Control Training; and
3. Moral Reasoning.

The VENDOR will run simultaneous, weekly groups at the COURT'S satellite offices and at the discretion of the COURT. Each week, one lesson from each component will be taught during group therapy sessions. The groups will run in 11 week cycles and include 10 sessions of active group therapy and one review/reinforcement and graduation session. Each session will be 1.5 hours in duration and occur during after school hours.

- D. Program Completion - If a YOUTH misses a group session, the VENDOR will contact the Probation Officer within 24 hours of the missed session. At the discretion of the Probation Officer, the VENDOR's case manager may present the missed materials individually to the YOUTH in order to keep the youth on track for group completion. YOUTH are not permitted to miss more than one session of group therapy sessions and successfully complete the program. If a YOUTH misses group sessions, they would not qualify for program completion incentives.
- E. Program Termination - YOUTH will have successfully completed the program when she has successfully completed the 12 week curriculum. A discharge summary will be completed and forwarded to the YOUTH's probation Officer within seven (7) days of termination.
- F. 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.
- G. 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.
- H. 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.
- I. Documentation - The VENDOR will maintain all records and forms utilized, in adherence with State standards, within accordance with Medicaid and the Ohio Department of Alcohol and Drug Addiction Services (ODADAS), 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 the Health Insurance Portability and Accountability Act (HIPAA) and Federal 42 C.F.R. Part 2 Alcohol and Drug Regulations.

III. OPERATIONAL DETAILS

A. Service Site - Services will be provided at the COURT'S various Satellite Offices throughout Cuyahoga County and at the discretion of the COURT.

B. Contact Person:

VENDOR

Donna Keegan
202 East Bagley Road
Berea, Ohio 44017
Phone: (440) 260-8338
Donna.keegan@guidestoneohio.org

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. 100% of YOUTH will be contacted within 24 hours of referral.
2. 90% of YOUTH will begin the assessment process within 72 hours.
3. 75% of YOUTH will improve anger control as measured on the Anger Questionnaire.
4. 75% of YOUTH will demonstrate reduced acting out behavior as measured on the Achenbach/CBCL.
5. 75% of YOUTH will have a decrease on their post score of the How I Think Tool (HIT).
6. 85% of families will report satisfaction with the program and agency as measured by the Client Satisfaction Survey.
7. 75% of YOUTH will have a successful termination from the program.
8. 75% of YOUTH who successfully complete the program will avoid recidivism for the 12 months following termination.

Performance Indicators

1. Number of YOUTH referred to the program divided by the number of YOUTH referred to the program who are contacted within 24 hours of the referral.
2. Number of referred YOUTH referred to the program divided by the number of referred YOUTH who begin their Mental Health Assessments within 72 hours of the referral.
3. Number of YOUTH who show improvements in their test scores on the Anger Questionnaire.
4. Number of YOUTH who exhibit a reduction in their acting out behaviors as measured on the Achenbach/CBCL (Child Behavior Check List).
5. Number of YOUTH who show a decrease on their How I Think Tool (HIT).
6. The number of YOUTH who report positive feedback via the Client Satisfaction Survey.
7. Number of YOUTH referred to the program divided by the number of YOUTH who successfully complete the program.
8. The number of YOUTH who are not adjudicated of any further misdemeanor or felony cases 12 months after ART completion.

V. **BUDGET** - Funding for this CONTRACT is contingent upon the availability of funds and shall not exceed **\$19,687.50** for the term of the CONTRACT.

A. **Unit Rate** - A per unit rate (hereinafter called the "UNIT RATE") of **\$58.97/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. 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. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, and month. 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. **Tracking Information** - The VENDOR shall submit all youth tracking information into the COURT's web-based RiteTrack® data management system before invoices may be processed.

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. **FINDINGS FOR RECOVERY** - The VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- XXII. **PUBLIC RECORDS** - All parties hereto acknowledge that the COURT and the County are political subdivisions in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.

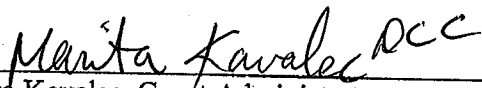
- XXIII. **ETHICS REQUIREMENTS** - The VENDORS shall comply with all applicable County ordinances, including but not limited to, the Cuyahoga County Ethics ordinance and Cuyahoga County Inspector General Ordinance. The VENDORS agree that the charter provisions and all ordinances, resolutions, rules and regulations of the County now or hereafter applicable shall be included in this contract for all purposes. The VENDOR shall also comply with requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes ethics requirements.
- XXIV. **GOVERNING LAW AND JURISDICTION** - This CONTRACT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. The VENDOR hereby agrees not to challenge any provision in this contract, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- XXV. This contract has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and each of the VENDORS. The individuals signing on behalf of the parties to this contract are authorized to execute this contract on behalf of the COURT, the COUNTY and the VENDORS. The signatory parties are legally bound by the terms and conditions of this CONTRACT as of the "effective date" of the CONTRACT even when the CONTRACT is not signed by all the enumerated VENDORS.
- XXVI. **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.
- XXVII. **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.

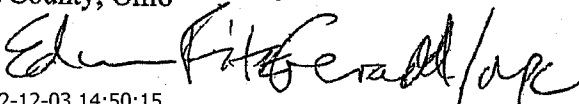
Guidestone

By: 

Cuyahoga County Court of Common Pleas, Juvenile Division

By:  DCC
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio, County Executive

By:  /ap
2012-12-03 14:50:15
Edward FitzGerald, County Executive