

CUYAHOGA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION
CONTRACT FOR DRIVER INTERVENTION & COUNSELING SERVICES
CATHOLIC CHARITIES CORPORATION

THIS CONTRACT is entered into this _____ day of _____, 2013 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 **Catholic Charities Corporation**, a corporation not-for-profit, with principal offices located at 3135 Euclid Avenue, Suite 202, Cleveland, Ohio 44115 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct a program entitled **Driver Intervention and Counseling Services** for youth and their families, and the VENDOR can provide these services from January 1, 2014 to December 31, 2015.

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

- I. TARGET POPULATION - The youth referred to the project shall be males and females, ages 18 and under. These youth shall be residents of Cuyahoga County referred by the COURT'S traffic magistrate (hereinafter called the "YOUTH").
- II. DESCRIPTION OF SERVICES - The VENDOR shall provide the following services:
 - A. Referral and Intake - Referrals shall be made through an email notification sent to the VENDOR. Upon receipt of the referral, the youth and family will be assigned to the VENDOR's clinician, who will contact the family within twenty-four (24) hours of receipt of referral. A case is expected to become active within twenty (20) working days from the referral date. The VENDOR shall aggressively seek to engage YOUTH and parent/guardian via telephone calls, letters, or home visits. If VENDOR fails to initiate contact within ten (10) working days of referral date or is unable to initiate services within twenty (20) days of referral date the VENDOR shall notify the COURT traffic magistrate in writing. YOUTH and their parents/guardians shall be required to attend the first visit for eligibility determination, for assessment interviews, to learn of the program requirements, and to engage and commit to full participation going forward.
 - B. Chemical Dependency Assessment - All YOUTH referred to the program shall participate in an initial intake session lasting a maximum of two (2) hours to determine whether the YOUTH is suitable for the program and to complete program orientation. Appropriateness for group participation shall also be determined at this time. The assessment shall typically be held during the weekend.
 1. Assessment - The YOUTH shall receive a SOQIC assessment tool is used to conduct the substance abuse assessment and staff will also diagnose additional behavioral health issues (co-occurring). Youth may minimally receive a DSM-V diagnosis for intoxication, substance abuse or dependence/addiction. The assessment shall take no more than three (3) hours to complete.
 2. Family Interview - In addition, an information-gathering interview with the YOUTH and family shall be completed. This interview shall assist the VENDOR in obtaining

the YOUTH'S school attendance/performance, employment history, medical and psychological history, legal history, peer relationships and/or gang association, cultural/spiritual identification/beliefs, YOUTH and family strengths and weaknesses and use of alcohol and other drugs by YOUTH and family members.

- C. Development of Individual Service Plan (ISP) - The VENDOR will develop an ISP during the initial intake and assessment session, to be used in addressing the YOUTH'S needs, in conjunction with the YOUTH and family. It will be the basis of understanding among all the parties which clarifies the steps and expectations of the program.
- D. Intensive Group Education - The curriculum that shall be used for the group education The Change Companies' *Responsible Decisions-Impaired Driving Program*. Group education classes shall be offered as four (4) consecutive days on Thursday through Sunday for a total of thirty (30) hours. Any day missed must be made up through individual appointments. Any unexcused absences shall be considered program failure and shall be referred back to the COURT.
1. YOUTH will be required to sign a "no use" contract for the time they are enrolled and will be submitted to urinalysis testing upon intake and at discharge.
 2. Included in the group education program is a family/guardian session that shall be scheduled for six (6) hours of education.
 3. All YOUTH shall complete a pre-test and a post-test as part of the selected curriculum, and shall measure the YOUTH's change in thoughts, attitudes and beliefs about drinking, drug use and driving.
 4. Program Schedule- the Intake Session and assessment completion shall occur prior to the start of the program.
 - a. Thursday - both parent and YOUTH attend from 6:00 PM - 9:00 PM
 - b. Friday - YOUTH only attends from 6:00 PM - 9:00 PM
 - c. Saturday - YOUTH only attends from 9:00 AM - 6:00 PM
 - d. Sunday - YOUTH only attends from 9:00 AM - 12:30 PM; parent and YOUTH programming from 12:30 PM - 5:00 PM
- E. Program Discharge - YOUTH and parent shall participate in a final session to prepare a plan for discharge and to review the final report for the COURT. The YOUTH and his or her parent(s) shall develop a Behavioral Contract that shall be signed by the YOUTH, parent(s) and VENDOR.
- F. Written Reports - The VENDOR shall provide a comprehensive final report summarizing data gathered in areas of major functioning, such as family, school, peers, health, legal problems, alcohol and drug use and history, other diagnostic issues and history, exposure to violence and trauma and other developmental issues will be the subject of the assessment report. The COURT shall be provided with updates on progress; attendance; and the final discharge report, which summarizes participation, recommended follow-up services and the outcome on the pre-post test scores. The final report shall be mailed to the COURT before the YOUTH'S next COURT hearing.
- G. Staffing -The VENDOR shall provide appropriate and fully trained staff to conduct the all services. The selection and hiring policies shall meet the State requirements and shall comply with the provisions in the Ohio Revised Code. All services will be provided by fully trained Masters Level staff with Independent Chemical Dependency Licensure.

- H. 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 - Intake, assessments and program orientation services will be held at: the VENDOR's facilities, 3135 Euclid Avenue, Cleveland, Ohio 44107 or at 1515 West 29th Street, Cleveland, Ohio 44113. The group curriculum will be held at the 1515 West 29th Street site.

- B. Contact Person:

Vendor

Maureen Dee
3135 Euclid Avenue
Cleveland, Ohio 44107
(216) 391-2030, x12

Juvenile Court

Karen Lippmann
9300 Quincy Avenue
Cleveland, Ohio 44106
(216) 698-4791

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

Performance Objectives

1. 95% of YOUTH referred shall be successfully contacted within 10 days of referral for scheduling first intake session.
2. 80% of YOUTH who start group education services will complete successfully.
3. 75% of parent/guardians shall successfully complete their program sessions.
4. 100% of YOUTH completing the program shall receive a discharge session and final report with the VENDOR.
5. 75% of youth who successfully complete the program shall demonstrate a significant change in the pre-/post-test scores of their DIP participation.

Performance Indicators

1. Number of YOUTH referred who are scheduled for intake appointment within 10 days of referral, divided by total YOUTH referred.
2. Number of YOUTH who successfully complete divided by the number of YOUTH who started group services.
3. Number of parent/guardians who successfully complete divided by the number of YOUTH who started group services.
4. Number of youth/families participating in discharge session, divided by all YOUTH who have terminated.
5. Of the YOUTH who have successfully complete the program, the number of YOUTH with an improvement in their post-test score compared to their pre-test score.

V. **BUDGET** - Funding for this CONTRACT is contingent upon the availability of funds and shall not exceed **\$45,000.00** for the term of the CONTRACT.

A. **Unit Rate** - A per unit rate (hereinafter called the "UNIT RATE") of **\$26.67/hour** shall be paid by the COURT to the VENDOR for each YOUTH receiving services as detailed in the Description of Services section. Service hours shall not exceed two (2) hours for program intake, three (3) hours for assessment services and twenty-five (25) hours for the group education component.

B. **Program Participant fees** - YOUTH and parent/guardians shall be assessed fees on a sliding scale for each YOUTH referred to the program. The VENDOR shall determine the amount each YOUTH shall be required to pay based on the VENDOR's client financial assessment scale. The maximum amount each family may be obligated to pay shall be \$250.00. The VENDOR shall be responsible for collection of all participant fees assessed for the program.

C. **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.

D. **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.

E. **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.

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 procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this CONTRACT.
- A. **Mandatory Insurance Requirements** - The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.
1. **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:
\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.
 2. **Commercial General Liability Insurance** with limits of liability not less than:
\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

B. Additional Insurance Coverage

1. Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:
\$5,000,000 per claim;
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

C. Insurance Coverage Terms and Conditions - The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- Thirty (30) days prior notice of cancellation or material change;
 - A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
1. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
 2. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
 3. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
 4. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
 5. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
 6. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

- 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.

Catholic Charities Corporation

By: Margen De Jesus, U.S. 400C
EXECUTIVE DIRECTOR, MARGEN DE JESUS

Cuyahoga County Juvenile Court

By: Marita Kavalec, P.M.
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By: Ed FitzGerald
Edward FitzGerald, County Executive
2014-01-21 09:19:52

ATTACHMENT A

MONTH _____ YEAR _____

NUMBER OF YOUTH INVOICED _____ INVOICE # (not to exceed 8 characters) _____

[illegible]

1:57 PM on 5/9/2012

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.

COL NO.	YOUTH NAME	DATE BIRTH	SEX	DOB	TERMINATION DATE	REASON FOR
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CONTACT PERSON: _____

PHONE #: _____ EMAIL _____

*** TERMINATION CODES:**

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