

CUYAHOGA COUNTY  
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION  
CONTRACT FOR COURT UNRULY PROGRAM  
OHIO GUIDESTONE

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 **Ohio Guidestone** a corporation not-for-profit, with principal offices located at 202 East Bagley Road Berea, Ohio 44107 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COUNTY and the COURT desire to engage the VENDOR'S professional and technical services to conduct the **Court Unruly Program (CUP)**, including Assessment, Individualized Service Plan (ISP), and Case Management Services and the VENDOR shall provide these services from February 1, 2014 through January 31, 2016 for the COURT. The COURT'S Program Manager (hereinafter called the "MANAGER") shall administer the program.

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

- I. **TARGET POPULATION** - The YOUTH referred to the program shall be males and females, under the age of 18 who are being diverted from formal COURT action. These YOUTH shall be residents of Cuyahoga County, referred by the Juvenile COURT'S Intake and Diversion Officers and shall have been determined to be unruly as described under Ohio Revised Code Section 2151.022 (hereinafter called the "YOUTH"). The VENDOR shall accept from the COURT the YOUTH who have been referred to the program, on a "no reject, no eject" basis, meaning that all YOUTH referred by the COURT to the project shall be accepted, and that all efforts shall be made to maximize involvement with the families and YOUTH receiving services.
- II. **DESCRIPTION OF SERVICES**- The VENDOR is responsible for adhering to any protocols, policies and procedures developed by the COURT for the CUP Program and for being cognizant of any updates to these protocols, policies and procedures.
  - A. **Program Intake** - COURT Intake and Diversion Officers will determine the eligibility of YOUTH and families for this program, and will make all referrals to the VENDOR. Upon receipt of the COURT'S referral, the VENDOR shall provide immediate (within twenty-four (24) hours) intake services, consisting of either a face-to-face meeting or a phone call with the parent/guardian of the YOUTH. The VENDOR will schedule the assessment appointment within the first phone call with the family. The referring COURT Intake and Diversion Officer must be notified immediately by the VENDOR of any failure to contact the YOUTH/family within twenty-four (24) hours of the initial 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 (2)

consecutive scheduled appointments), then the case shall be referred back to the original COURT Intake and Diversion Officer for re-evaluation/mediation.

1. As part of the intake process, the VENDOR must determine whether or not the family is Medicaid-eligible. Should a family appear to be qualified for Medicaid, but not yet receiving Medicaid; the VENDOR shall assist the family in the process of completing the necessary documents to begin receiving Medicaid, and conduct a follow-up contact with the family for the specific purpose of ascertaining the success of the Medicaid registration process.
2. Should the VENDOR learn during the assessment that the Cuyahoga County Department of Children and Family Services (CCDCFS) is already involved in the YOUTH'S case, the VENDOR will be expected to include this information in the assessment report to the COURT.

B. Assessment - Based on the needs of the YOUTH, an appropriate assessment will be conducted. For youth who will not require mental health interventions, a psychosocial assessment and Youth Level of Service Case Management Inventory (YLS/CMI) will be provided. For youth who will require mental health supports, a comprehensive mental health assessment will be conducted. Case assessments will culminate in the identification and prioritization of needs along the following life domains: (1) Prior and current offenses/dispositions (2) Family circumstances/ parenting (3) Education/ Employment, (4) Peer relations, (5) Substance abuse (6) Leisure/recreation (7) Personality/ behavior and (8) Attitudes/Orientation. The assessment is conducted in the YOUTH'S home with the YOUTH'S family by the VENDOR. Assessment and ISP services will not exceed one and one quarter (1 ¼) hours of billable services.

1. *Crisis Cases*: Cases determined by the Intake worker to be "in crises" shall receive immediate attention, utilizing the COURT'S process for immediate referrals. As part of the assessment process, the VENDOR'S staff shall stabilize the family and engage the clients, explaining the process through which services shall be delivered.
2. Assessments and Individualized Services Plans are NOT billable when the case has had a full assessment completed within the last twelve (12) months and therefore, the VENDOR already has a completed assessment on the case. An exception to this is when a YOUTH is considered to be Medicaid eligible and assessment can be billed to Medicaid. The VENDOR must include any and all Mental Health diagnoses on assessments that are to be billed to Medicaid.
3. Should the need for additional assessment be determined from the screening, either at the request of the COURT or upon the judgment of the VENDOR, the VENDOR shall assist the family in locating the resources for these additional assessments, at no cost to the COURT. The additional assessments may include, but are not limited to, screening for criminal gang involvement, more intense specialized mental health diagnostic assessment, chemical dependency assessment, and psychiatrist assessment for appropriate cases. The assessments must include a DSM-5 multi-axis diagnosis.
4. During the assessment process, and with a signed consent from the parent, the VENDOR will also complete a drug screen of the YOUTH to determine substance abuse. If the screen result is positive for drug usage, a referral will be immediately made to an adolescent alcohol and drug program. The VENDOR is expected to immediately link the youth with appropriate services and ensure that these YOUTH needs are incorporated on the ISP. Any and all test results should be noted within the assessment/ ISP and shared with the MANAGER.

5. The completed assessment and Individualized Service Plan shall be entered into COURT'S web-based RiteTrack® data management system as well as all contacts and/or all attempts to make contact with the YOUTH and their family will be entered into COURT'S web-based RiteTrack® data management system within seven (7) days of receipt of the referral.
- C. Individualized Service Plan (ISP) - The VENDOR must complete an ISP based on the results of the assessment, which identifies and prioritizes the YOUTH'S and the family's 1) individualized goals, 2) recommended strategies/interventions, 3) timeframes, and 4) means of goal measurement. The VENDOR shall attempt to involve the family in the development of the ISP.
1. The ISP shall be completed within seven (7) days of the initial referral and submitted electronically to the COURT. The assessment and ISP are not considered completed until the electronic submission has been completed with an authorized signature.
  2. The YOUTH, the YOUTH'S family and the VENDOR shall sign the ISP after its completion.
  3. The VENDOR shall establish community resource contacts for each YOUTH and family, including the names and contact information of these community-based providers, and these shall be written into the ISP. The ISP shall describe the type, frequency and duration of services both provided and brokered. Structured activities for the YOUTH and families during weekends and evenings may also be included.
  4. The ISP must include a method to assess the YOUTH and family's progress toward achieving the goals, as well as target timetables for the completion of each goal.
  5. The ISP shall explain how families can reach the VENDOR'S assigned caseworker on a twenty-four (24) hour, seven (7) day/week basis, if needed, and how to recognize the need for this access.
  6. The VENDOR shall notify the referring Intake and Diversion Officer of unruly YOUTH and families who refuse to sign the ISP or are otherwise non-compliant in relation to the ISP.
- D. Case Management/Service Brokerage - The case management services shall consist of intensive case management services as well as wraparound services/service brokerage based on the completed assessment/ISP. The VENDOR shall provide these services specified in the ISP, for no longer than four (4) months from the initial referral; unless specified by the COURT Program Manager. If the VENDOR feels an extension is appropriate, the VENDOR must submit a written justification to the MANAGER at least two (2) weeks in advance. Ongoing case management services shall begin no later than five (5) calendar days following the completion of assessment and ISP. Services shall emphasize the connection to and engagement with appropriate community resources. The VENDOR shall assist the YOUTH and family in understanding how to access these types of services on their own.
1. *Family, School, And Community Services* - The VENDOR shall initiate at least two (2) face-to-face contacts per month with the referred non-Medicaid eligible YOUTH and family, in the home, in the school or in the community, as indicated by need. If the YOUTH'S case involves school related issues, then one (1) of the face-to-face contacts must take place within the school and must also include the appropriate school official. Each of these face-to face contacts must focus on substantive

- discussion about the YOUTH'S progress and is limited to one (1) hour of billable time.
2. *Referral, Linkage, And Follow Up With Community Resources* - The VENDOR'S case manager shall link the YOUTH and families with the most appropriate community-based resources. These linkages can also involve County systems, as appropriate. Case management services shall include assistance in making contacts with identified community-based agencies and services and contact with the YOUTH and family to assure that the appropriate services were referred and that the YOUTH/family is accessing the services. The VENDOR can provide services as identified on the ISP (self-refer), but at no cost to the COURT. These services may include, but are not limited to; behavioral health treatment services, such as medication/somatic services, chemical dependency assessment and treatment, mental health diagnostic assessment and outpatient mental health counseling services.
  3. *Emergency Crisis Services* - The VENDOR shall provide emergency on - call service to all YOUTH and their families, twenty-four (24) hours per day, seven (7) days per week. The VENDOR shall respond to the crisis within the hour that the call was received.
  4. *Difficult Cases* - Should the VENDOR be concerned about family compliance, the VENDOR may request electronically, using the appropriate form, that the Intake and Diversion Officer perform mediation or an informal hearing.
  5. *Documentation of Contact* - The VENDOR is expected to electronically document each contact and progress of the YOUTH and family. Each contact shall be documented in the COURT'S web-based RiteTracks® data management system within ten (10) days of the contact occurrence, even if the note is only documenting an attempted contact with the YOUTH or family.
- E. Case Termination - The VENDOR shall complete a termination report electronically at the time of the YOUTH'S termination from the program. 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. The VENDOR shall be expected to contact the referring Intake and Diversion Officer to ascertain whether or not the YOUTH has been officially charged with any offense. All services will be terminated at the point of an official case filing unless otherwise specified by the MANAGER. In closing successful cases, the VENDOR shall obtain the signatures of the participating YOUTH and his/her parents/guardians on the hard copy of 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).
- F. Billable services - The VENDOR shall only bill the COURT for a maximum of two (2) face-to-face meetings with the YOUTH and/or family each month, limited to one (1) hour of billable time for each visit. Additional contacts are NOT billable without prior approval by the MANAGER. If the YOUTH'S case was initiated by a school, then one (1) of the two (2) face-to-face meetings must be held in the school setting. The VENDOR shall assure that each YOUTH'S case receives a minimum of the two (2) face-to-face encounters with the VENDOR each month for the duration of the case. The following face-to-face meetings are NOT eligible for COURT reimbursement: COURT

hearings; CCDCFS staffings; parties; college visits; hospital visits or doctor appointments; job applications; transportation to appointments; messages left on voicemail or with non-participating parties/non-custodial parents; any phone calls with parents/YOUTH or school officials that last more than 15 minutes; any individual or in-home and/or family preservation counseling; any no-show, absent YOUTH or planned services that do not take place.

- G. Absent Without Leave (AWOL Youth) - Some cases may involve YOUTH that are considered to be AWOL. The VENDOR shall instruct the family to complete a missing person's report with the family's local police department and explain their process for assisting families of missing children. Such cases will be tracked through weekly VENDOR contacts with the family to see if the YOUTH has returned so that the assessment /ISP can be completed. If the YOUTH does not return home after thirty (30) days, the VENDOR will return the case to the referring Intake and Diversion Officer electronically. If the YOUTH returns, the VENDOR will continue with services as scheduled. The VENDOR must also notify the MANAGER if the YOUTH is AWOL more than twenty-four (24) hours.
- H. Medicaid cases - If the VENDOR can complete all services identified in the assessment and ISP in their entirety, and these services can be provided at no cost to the COURT, this should be clearly indicated in the case recommendation. The MANAGER may determine that the case and all service provision will be turned over to the VENDOR. The VENDOR must maintain the electronic data entry of these cases and must terminate the cases in the COURT'S RiteTrack® system after four (4) months, even though services may continue internally at the VENDOR's discretion.

### III. OPERATIONAL DETAILS

- A. Service Evaluation and Reporting - The VENDOR shall provide and assist the COURT in collecting data regarding the number of YOUTH served each month, the total hours each YOUTH was served per month, average daily population, identified CUP YOUTH and family needs, the number of YOUTH who are Medicaid-eligible (income levels and medical necessity, both separately and together), client progress notes, program terminations, success and failure rates, linkages established for various ancillary/brokered program services, recidivism rates, and other indicators that may be identified. This data shall be provided to the MANAGER through the COURT'S web-based RiteTrack® data management system. The COURT MANAGER shall conduct monthly on-site program audits to ensure that services were performed in accordance with the terms of the CONTRACT. Case notes shall be included in the appropriate case file at the time of the audit.
- B. Staff Hiring - The VENDOR shall provide appropriate staff to conduct the CUP services. The selection and hiring policies shall meet the State requirements and shall comply with the provisions in the Ohio Revised Code. The VENDOR'S staff shall have a minimum of an Associate's degree in human services or a related field, but shall preferably have a Bachelor's degree. All VENDOR supervisors shall possess a minimum of a Master's degree and meet Ohio Department of Mental Health standards for providing support program services.

C. Documentation - The VENDOR shall document each contact with and the progress of the YOUTH and family. The VENDOR will keep all records up-to-date on the COURT'S web-based RiteTrack® data management system. All information will be kept current as to within ten (10) days of the activity occurrence. In addition, the VENDOR shall maintain all records and forms utilized, in adherence with State standards, and in accordance with Medicaid eligible services, whether or not services provided meet this eligibility.

D. Service Site - Delivery of service to the YOUTH shall be in the YOUTH'S home, school or community.

E. Contact Person:

Vendor

Jill Tayfel  
3500 Carnegie Avenue  
Cleveland, Ohio 44115  
Phone: (440) 260-8417  
Jill.tayfel@ohioguidestone.org

Juvenile Court

Dawn Marquard  
9300 Quincy Avenue  
Cleveland, Ohio 44106  
Phone: (216) 443-3146  
dmarquard@cuyahogacounty.us

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

Performance Objectives

1. 100% of referred families will be contacted within 24 hours of referral.
2. 90% of all referred clients will complete assessments and develop ISPs within 7 days of referral.
3. 100% of referrals will start case management within five (5) calendar days of completion of the assessment and ISP.
4. 85% of referred YOUTH will demonstrate a statistically significant reduction in risk factors, according to the YLS-CMI pre-post data.
5. 85% of referred YOUTH will have no further court involvement at case closing.
6. 85% of families will report satisfaction with the program and agency as measured by the Client Satisfaction Survey.
7. 80% of YOUTH who successfully complete the program will not recidivate within the twelve (12) months following termination.

Performance Indicators

1. Number of referred families contacted within 24 hours of referral receipt.
2. Number of assessments and ISPs for referred families completed within seven (7) days of referral.
3. Number of case management services that are initiated within five (5) days of completion of the assessment and ISP.
4. Number of referred YOUTH who demonstrate a reduction in risk factors in the YLS-CMI post-test from their YLS-CMI pre-test.
5. Number of terminated YOUTH cases divided by the number of youth cases who have no further COURT involvement at closing
6. Number of client satisfaction survey results, divided by the number of client satisfaction survey results which show program satisfaction.
7. Number of YOUTH who do not recidivate among all successfully terminated YOUTH.

- V. **BUDGET** - Funding for this CONTRACT is contingent upon the availability of funds and shall not exceed **\$242,500.00** for the term of the CONTRACT. Depending on the financial conditions, program usage and effectiveness, the COURT may independently decide to encumber additional funds to the CONTRACT through a CONTRACT amendment process. The VENDOR has acknowledged that the CONTRACT amount may be adjusted by the COURT at any given time during the CONTRACT period based on program usage and court-referred YOUTH needs through the amendment process as described in Section XVI of this CONTRACT. In the event the funds necessary for the continuation of this CONTRACT are not appropriated, the COURT will notify the VENDOR of such occurrence in writing. This CONTRACT shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were available. Such termination is made pursuant to and in accordance with the terms of this CONTRACT and shall not be considered to be a breach or default on the part of the COUNTY or the COURT and shall not result in the COUNTY or the COURT having liability to the VENDOR or any third party for any penalty, liability or any other expense.
- A. **Unit Rate** - A per unit rate (hereinafter called the "UNIT RATE") of **\$85.32/hour** shall be paid by the COURT to the VENDOR for each YOUTH receiving assessment/ISP services and/or case management services, as detailed in the Description of Services section. A per test UNIT RATE of **\$10.00/test** shall be paid by the COURT to the VENDOR for each YOUTH receiving a drug screening test (urinalysis). The drug test rate is inclusive of test materials, sample collection and test results.
- B. **Eligible Expenses** - Assessment/ISP services will not be billed for more than 1.25 hours total time, including all phone contacts, actual assessment and ISP completion, record review and documentation. The VENDOR shall be allowed to bill for progress note input into the COURT'S web-based RiteTrack® data management system for no more than one half hour (.5 hours) per month, per YOUTH. Assessment/ISP services, case management services, and drug screens shall be billed separately. No other services can be provided and funded under the terms of this CONTRACT. Third party payments may include but not be limited to, Medicaid, and private insurance payments. Failure to properly credit any payments from third party payments shall be grounds for recovery of the amount from the VENDOR.
- C. **Brokered Service Funding** - Payment for these or any other treatment services shall be the responsibility of the family, with the VENDOR'S assistance in helping the families secure funding for these services. The VENDOR shall not access COURT funding for any services not directly covered in this CONTRACT. Absent YOUTH are not reimbursable, nor is COURT appearance time, messages left either on voice mail or with non-participating parties/non-custodial parents concerning the case, transportation to non-essential (non-therapeutic) services, time spent at group events with clients.
- D. **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.
- E. **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.

- F. 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 MANAGER covering services rendered to the YOUTH by the VENDOR during the previous month and the Current Youth Population form (see Attachment B) to the MANAGER. 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.
- G. 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 hereby indemnifies, defends and holds harmless the COUNTY and the COURT and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs



of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of the VENDOR, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by the VENDOR under any terms or provisions of this AGREEMENT. The VENDOR acknowledges that, as a political subdivision of the State of Ohio, the COUNTY, nor the COURT, does not indemnify any person or entity. The VENDOR agrees that no provision of this contract or any other contract or AGREEMENT between the VENDOR and the COUNTY may be interpreted to obligate the COUNTY and the COURT to indemnify or defend the VENDOR or any other party.

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 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. 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.

**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. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XIV. 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.
- XV. 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.
- XVI. 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.
- XVII. 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.
- XVIII. 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.
- XIX. 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.

- XX. 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.
- 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. GOVERNING LAW AND JURISDICTION - This CONTRACT shall be governed by, and shall be construed and enforced in accordance with the laws of the State of Ohio. 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.
- XXIV. This CONTRACT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and the VENDOR. 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 VENDOR. The VENDOR recognizes and agrees that no public official or employee of COUNTY may be deemed to have apparent authority to bind the COUNTY to any contractual obligations not properly authorized pursuant to COUNTY'S Contracting and Purchasing Procedures.
- XXV. 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.
- XXVI. 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.

Ohio Guidestone

By: Joseph A. Ziegler

Cuyahoga County Court of Common Pleas, Juvenile Court Division

By: Marita Kavalec <sup>DC</sup>  
Marita Kavalec, 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
1						
2						
3						
4						
5						
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7						
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35						

CONTACT PERSON: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL \_\_\_\_\_

**\* TERMINATION CODES:**

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