

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY") a political subdivision of the State of Ohio, on behalf of the Cuyahoga County Juvenile Court (hereinafter called the "COURT") and **Cuyahoga County, Ohio's Office of Health and Human Services/Cuyahoga County Department of Children and Family Services/Cuyahoga Tapestry System of Care (CTSOC)**, with principal offices located at

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the CTSOC'S professional and technical services to manage the **Tapestry/System of Care Project**. The CTSOC can provide these services from January 1, 2012 through December 31, 2012.

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

I. SCOPE OF SERVICES

A. The CTSOC shall;

1. Assume shared responsibility for system of care practice expectations including identification, referral, enrollment, and engagement support under this Agreement; this includes participation in Public Partnership meetings to address ongoing practice issues;
2. Monitor contract providers and work in partnership with the COURT on outcome measures for juvenile court referred youth;
3. Report performance and outcome data on a quarterly basis;

B. The COURT shall;

1. Assume shared responsibility for system of care practice expectations including identification, referral, enrollment, and engagement support under this Agreement; this includes participation in Public Partnership meetings to address ongoing practice issues;
2. For the purpose of ongoing evaluation, it is requested that the baseline data collection continue (e.g., client level demographic information, charges, disposition, etc.) with the addition of the inclusion of lifetime prevalence data and other variables as identified as they relate to CTSOC outcome goals. These data will be requested annually from the COURT (i.e. data requested be submitted to CTSOC in March for previous calendar year);
3. Provide services as outlined in Memorandum of Understanding (MOU) between BOCC and Juvenile Court related specifically to the Youth and Family Community Partnership (Y&FCP) approved at the March 10, 2010 BOCC meeting (Resolution 100824).

- C. Both parties agree to continue to explore opportunities to enhance system integration efforts for the County's implementation of the system of care guiding principles (i.e. training, capacity building, etc.). This County-wide effort is based on shared set of guiding principles that include interagency collaboration; individualized strengths-based

care; cultural competence; child, youth, and family involvement; community-based services; and accountability.

II. OPERATIONAL DETAILS

A. SERVICE SITE: All other services are provided at the various locations around the County.

B. CONTACT PERSON:

CTSOC

Karen Stormann
Operations Manager
Cuyahoga Tapestry System of Care
3955 Euclid Avenue, 1st floor
Cleveland, Ohio 44115
443-6097

COURT

Tim McDevitt
Director of Probation Services
Juvenile Court
2163 East 22nd Street
Cleveland, Ohio 44115
443-5796

III. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds.

A. The CTSOC will receive a sum not to exceed **\$443,525.00** to cover all services listed in this agreement including system of care services, and evaluation. The CTSOC will receive these payments on a quarterly basis, based on enrollment and supporting documentation. Each sum will be exactly \$110,881.25 per quarter. No sub-contracted service providers will be reimbursed by this COURT. All other services and the accompanying charges will be covered by the CTSOC. All invoices submitted are subject to audit by the COURT.

B. Quarterly Payment: The CTSOC shall, submit an invoice to the COURT for the stipulated quarterly amount on the following schedule:

<u>Invoice Quarter</u>	<u>Invoice Due Date</u>	<u>Amount of Invoice</u>
1 st Quarter	April 1, 2012	\$110,881.25
2 nd Quarter	July 1, 2012	\$110,881.25
3 rd Quarter	October 1, 2012	\$110,881.25
4 th Quarter	December 31, 2012	\$110,881.25

C. Incurring Costs: The COURT shall not be responsible for any cost incurred by the CTSOC prior to commencement and subsequent to the termination of this AGREEMENT.

IV. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The CTSOC shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this AGREEMENT. Such records shall be subject to inspection, review and audit by COURT personnel. The CTSOC shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT or longer period, as may be required by the applicable records retention schedule.

- V. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the CTSOC'S name, address, and contact information included.
- VI. 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 CTSOC'S staff that are served or paid in whole or in part under this AGREEMENT.
- VII. ANTI-DISCRIMINATION - The County will follow its policies of non-discrimination. CTSOC hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the CTSOC 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 CTSOC shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.
- VIII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- IX. CONFIDENTIALITY - The parties will comply with all laws regarding confidentiality including, but not limited to, R.C. 2151.421, R.C. 5153.17 and, as applicable, R.C. 5101.131. In addition, products of mediation, mediators' notes, mediation records and mediation communications are confidential and subject to the restrictions set forth in O.R.C. 2317.02, O.R.C. 2317.023, and O.R.C. 3109.052. Authorized COURT and State of Ohio representatives shall be allowed reasonable access to CTSOC'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or CTSOC staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the CTSOC. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes.
- X. AMENDMENT - This AGREEMENT 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 CTSOC. The CTSOC agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XI. TERMINATION - This AGREEMENT may be terminated by the COURT or the CTSOC upon thirty (30) days prior written notice to the CTSOC. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the CTSOC pursuant to

the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.

- XII. SERVICE CONTINUITY - In the event that the funding for the PROGRAM is not renewed, the CTSOC shall develop a plan for cases still receiving mediation services at the end of the AGREEMENT period and submit to the COURT.
- XIII. ETHICS REQUIREMENTS - The CTSOC 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. The electronic version of the executive order is found on the web address: http://ohiohighwaysafetyoffice.ohio.gov/Grantees/ExecOrder_Ethics.pdf.
- XXI. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, the CTSOC 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 CTSOC 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 COUNTY, the COURT and the CTSOC have executed this AGREEMENT as of the date first above written.

Cuyahoga County Juvenile Court

By: Marita Kavalec
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio, County Executive

By: Edward FitzGerald
Edward FitzGerald, County Executive