

CUYAHOGA COUNTY JUVENILE COURT
AMENDMENT TO THE
CITY OF CLEVELAND
COMMUNITY DIVERSION PROGRAM
AG1200133

THIS AMENDMENT 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 **City of Cleveland**, a government entity, with principal offices located at 1300 Ontario Street, Cleveland, Ohio 44113, [REDACTED] (hereinafter called the "VENDOR").

WITNESS THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to develop and implement the Community Diversion Program (CDP) or utilize another COURT-approved CDP to hear misdemeanor and status offense complaints that occur in the **City of Cleveland** or are committed elsewhere by **Cleveland** residents and the VENDOR can provide these services from January 1, 2012 to December 31, 2012.

NOW, THEREFORE, it is agreed that the agreement by and between the COURT and the VENDOR for **Community Diversion Program (CDP)** is hereby amended to include the following revisions:

- I. **TARGET POPULATION** - The youth (hereinafter called the "YOUTH") referred for ancillary services shall be males and females, ages 18 and under. These YOUTH shall be involved in the City of Cleveland CDP, the City of East Cleveland CDP, or YOUTH in the Court Unruly Program (CUP) who reside in the mentioned CDP cities.
- II. **SCOPE OF SERVICES** - Provide ancillary mentoring services to CDP/CUP YOUTH in collaboration with City of East Cleveland.
- III. **PROGRAM DETAILS** -The VENDOR shall subcontract to provide the following services:
 1. **Referral and Intake** - The VENDOR will carefully select YOUTH to receive mentoring services from subcontractor. The YOUTH selected will possess one or more of the following risk factors that contributes to juvenile delinquency: single parent household, lack of a positive role model, youth and parent/guardian conflict, hang out with negative peers, struggles academically, lacks a positive structured activity, drug/alcohol use, etc. Participation in the mentoring services will be voluntary. The VENDOR will complete and send a referral form to the subcontractor, who will process the referral. The YOUTH will then be matched to a mentor in correspondence with gender, race, interests, needs and the geographic location of the YOUTH.
 2. **Mentoring Program** - Each YOUTH will receive thirty-two (32) hours of mentoring services through the subcontractor. This mentoring program shall include: 1) a holistic approach that addresses the youth's home, school and community environment; 2) the development of an Individualized Service Plan (ISP) which serves as a roadmap for

treatment; 3) required weekly contacts with participants to enhance engagement; 4) positive and constructive feedback to the YOUTH from their mentor; 5) and building on the strengths of the youth. Subcontractor will also administer a BarOn EQI, an emotional intelligence assessment, which is used to assess the needs and strengths of the youth in the following five domains: Interpersonal, Intrapersonal, Stress Management, Adaptability and the Emotional Quotient.

3. Collaboration – All subcontracting agencies MUST have current and appropriate State licenses to provide treatment services. It is the responsibility of the VENDOR to maintain all licenses and to provide the COURT with verification that all licenses are current and appropriate. Services must be provided according to minimum state standards and records and services rendered in accordance with Medicaid rules and regulations. The service provider shall provide appropriate and fully trained staff to conduct all services. The selection and hiring policies shall meet the State requirements and shall comply with the provisions in the Ohio Revised Code.

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

<u>Objectives</u>	<u>Performance Indicators</u>
1. Provide thirty (30) CDP/CUP youth with a mentor.	1. Number of youth who receive a mentor through the program.
2. 85% of the CDP/CUP youth will participate in a recreational/structured activity.	2. Number of youth who participate in a recreational/structured activity while in the CDP/CUP.
3. 85% of the CDP/CUP youth will improve their pro-social skills such as problem solving, decision making skills and choosing better peer associations.	3. Number of youth whose BarOn EQI assessment score increases after the mentoring program.

V. BUDGET

- A. To increase the funds in the amount of **\$33,633.75**. This changes the not-to-exceed value of the contract from \$14,400.00 to \$48,033.75.
- B. The increased funding budget will include:
 - a. Unit Rate - A per unit rate (hereinafter called the "UNIT RATE") of **\$32.28/hour** shall be paid by the COURT to the VENDOR for each YOUTH receiving ancillary services as detailed in the Description of Services section in this amendment, not-to-exceed \$33,633.75.
 - b. Monthly Fiscal Report - The VENDOR shall, within ten (10) days following the last day of each calendar month, submit two (2) separate invoices to the COURT. The VENDOR shall submit the first invoice for a monthly payment of **\$1,200.00** to the COURT. The second invoice shall be a UNIT RATE invoice (see Attachment A) and Current Youth Population form (see Attachment B) to the COURT covering services rendered to YOUTH by the VENDOR during the previous month.

- VI. ELECTRONIC SIGNATURES - By entering into this AMENDMENT, 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.

All other sections of the original contract shall remain the same.

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this AMENDMENT as of the date first above written.

City of Cleveland

By: Theasha A. Darnley (Acting Director)

Cuyahoga County Court of Common Pleas, Juvenile Court Division

By: Marita Kavalec RC
Marita Kavalec, Court Administrator

Edward FitzGerald, County Executive
Cuyahoga County, Ohio

By: Ed FitzGerald/RC
2012-12-03 14:51:30
Edward FitzGerald, County Executive

ATTACHMENT A

MONTH _____ **YEAR** _____

Names of Youth and Total Cost Per Youth (Use Additional Sheets If Necessary)

AUTHORIZED PROGRAM SIGNATURE: _____
DATE: _____

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 ENTERED	DATE EXITED	TERMINATION REASON	TERMINATION DATE
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CONTACT PERSON: _____

PHONE #: _____ EMAIL _____

*** TERMINATION CODES:**

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