

AGREEMENT

Between

**THE CUYAHOGA COUNTY CORRECTIONS PLANNING BOARD
and
ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD OF
CUYAHOGA COUNTY**

Enhanced Opiate Dependency Services MAT-Naltrexone Program

This interagency agreement made and entered into this _____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Corrections Planning Board ("Corrections Board") and the Cuyahoga County Common Pleas Court (the "Court"), and the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County, a county office located at 2012 West 25th Street, 6th Floor, Cleveland, Ohio 44113 ("ADAMHSB"), for intensive out-patient treatment services for the Cuyahoga County Corrections Planning Board's **Enhanced Opiate Dependency Services MAT-Naltrexone Program** of the Cuyahoga County Common Pleas Court Adult Probation Department.

WHEREAS, the ADAMHSB has reviewed this proposal and finds it to be consistent with its Mission Statement, the ADAMHSB agrees to contract with Community Assessment and Treatment Services, Inc. (hereinafter referred to as "CATS") to provide said treatment services, and to accept an award in the amount not to exceed \$162,810.00 in Substance Abuse and Mental Health Services Administration Grant funds for the period beginning September 30, 2011, and ending September 29, 2014, subject to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

1. The ADAMHSB will designate CATS for the provision of intensive outpatient drug and alcohol treatment services as outlined in the program descriptions in Attachment "A", fully incorporated herein by reference.
2. None of the alcohol and other drug services covered by this agreement shall be contracted to any agency or organization, other than CATS.
3. The ADAMHSB, upon written request of the Adult Probation Department and/or the Corrections Board, will utilize its authority to contract with CATS for treatment services to be provided, under separate agreement, to the Enhanced Opiate Dependency Services Grant IOP Program. CATS may commence intensive outpatient substance abuse treatment services to the Program under the terms of this agreement no sooner than September 30, 2011. **CATS' agrees to be reimbursed at the Cuyahoga County Corrections Planning Board established reimbursement rate, \$9.00 per day, for oral dosage to include liver tests and physician services for a maximum amount of days not to exceed 90 days per client. All cost associated with the dispensing of Naltrexone are included in the per diem rate of \$9.00.**

4. The treatment program, as outlined in Attachment "A" to this document and referenced in Item 1 above, may be changed and/or modified as needed to meet program goals and objectives, upon mutual agreement of the Adult Probation Department and CATS. No program changes shall modify or change the terms and conditions of the CATS contract with the ADAMHSB.
5. The ADAMHSB shall perform the following functions with regard to this agreement, including but not limited to:
 - A. Serve as the fiscal agent for the disbursement and monitoring of funds;
 - B. Monitor services to verify adherence to the requirements outlined in the request for proposal, along with the rules and regulations of the Federal Government, the State of Ohio, and the County of Cuyahoga;
 - C. Ensure that statistical records and clinical records are consistent with the requirements identified in the Ohio Department of Alcohol and Drug Addiction Services Treatment Standards. For mental health services, the provider shall maintain statistical and clinical records consistent with the requirements outlined by the Ohio Department of Mental Health.
6. Through the ADAMHSB's contract with CATS, and through continuous quality improvement monitoring, the ADAMHSB shall ensure the following:
 - A. The Substance Abuse and Mental Health Services Administration grant funds in this agreement will be used only for the activities specified in the attached program narrative. Funding shall not exceed \$162,810.00 for the contract period of September 30, 2011 through September 29, 2014. Any such funds encumbered as of September 29, 2014, shall be recognized and payable no later than November 15, 2014. Any funds not encumbered as of September 29, 2014 shall be returned to the grant;
 - B. The ADAMHSB shall assure that CATS maintains all appropriate certification required for providing identified alcohol and other drug treatment services in the State of Ohio;
 - C. Revenue generated from Medicaid or similar sources shall be reported and spent within the customary accounting procedures of the ADAMHSB;
 - D. The ADAMHSB shall notify the Corrections Planning Board Administrator and/or the Chief Probation Officer in writing whenever the services to be provided to the Enhanced Opiate Dependency Services Grant by CATS are materially revised or the approved operation or method of financing is materially changed;
 - E. Necessary records and accounts including financial and property controls shall be maintained and made available for audit purposes to the Corrections Board and the Substance Abuse and Mental Health Services Administration;
 - F. The Court may converse with CATS' staff, regarding program participants and/or client issues with an appropriate release of information. CATS shall adhere to confidentiality stipulations set forth in 42 CFR and the Health Insurance Portability and Accountability Act (HIPAA.);

- G. CATS shall ensure that no current or future employee providing direct client services is under active probation, parole, or under indictment for a felony offense;
- H. CATS and its employees are prohibited from establishing compromising relationships with program participants, and/or the probation staff, and will report any improprieties or the appearance thereof immediately to the Cuyahoga County Common Pleas Court Administrator;
- I. CATS shall provide a list of staff that will provide services under this agreement. The listing shall include each staff member name, title, experience and qualifications;
- J. CATS shall, upon request of the Court, respond to a subpoena, and appear and testify in any legal proceedings convened by the court at CATS' cost;
- K. CATS shall notify the Corrections Board Administrator and/or the Chief Probation Officer of the Adult Probation Department of Common Pleas Court (or his designee) immediately upon receipt of any legal process requiring disclosure of records of participants;
- L. In performance of this agreement, CATS shall guarantee confidentiality of County records. County records shall not be released to other agencies, except as outlined in Item "N". CATS is fully bound by the provisions of the Federal Regulations governing the confidentiality of alcohol and drug abuse client records (Title 42, CFR, Part 2 and 45 CFR, HIPAA). All parties undertake to institute appropriate procedures for safeguarding all personal health information of program participants;
- M. CATS shall make available, with appropriate release of information, any records generated by CATS relating to a participant in accordance with any of the following: a court order, a written request of the Chief Probation Officer (or his designee), a request by Probation Staff whose clients are assigned to the Enhanced Opiate Dependency Grant Program;
- N. CATS shall ensure that any personal or monitoring information for any participant made available shall be used only for the purpose of carrying out the provisions of this agreement. Information shall not be divulged nor made known in any manner to any person except as may be necessary for the performance of the agreement;
- O. CATS shall cooperate with and provide any additional information as may be required by the Corrections Planning Board and the Common Pleas Court Adult Probation Department in carrying out an ongoing evaluation of the program.
- P. CATS understands and agrees that participants that are unable to take Naltrexone due to physical health concerns or lack of motivation will be screened out as inappropriate.

7. Method of Payment

- A. The amount of this agreement for the treatment services paid for by the Substance Abuse and Mental Health Services Administration grant funding to the ADAMHSB shall not exceed \$162,810.00 during the term of this agreement. Said invoices shall be on a fee for service basis which reflects the rate as outlined in Item 3. State beds are to be

utilized for residential support;

- B. The Corrections Board shall initiate the appropriate encumbrance voucher upon receipt and verification of all charges submitted by the service provider. Invoices shall be submitted on a monthly basis by CATS and the County warrant in payment of said services will be made to the ADAMHSB;
- C. Invoices, program narrative reports, and fiscal reports of services provided shall be submitted to:

***Maria Nemec, Board Administrator
Cuyahoga County Corrections Planning Board
1276 West Third Street, Suite 700
Cleveland, Ohio 44113-1604***

8. Liability

The ADAMHSB and/or CATS agree to protect, defend, indemnify and hold the Court, the County, their officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and nature arising out of or in connection with any acts or omissions of ADAMHSB and/or CATS, negligent or otherwise, and its employees officers, agents, or independent contractors. The ADAMHSB and/or CATS agree to pay all damages, costs and expenses of the Court, the County, their officers, agents, and employees in defending any action arising out of the aforementioned acts or omissions.

9. Amendment

This contract constitutes the entire agreement of the parties and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties, with the exception that programmatic changes may be made as outlined in Terms and Conditions - Item 4, page 1 of the agreement. All parties agree that no representation shall be binding upon any party hereto unless in writing.

10. Termination & Renewal

Either party may terminate this agreement prior to its stated expiration with thirty (30)-days written notice to the other party. This contract may be renewed at the option of Cuyahoga County by written agreement of the parties. Said renewal shall be at the rate indicated herein, or at such rate as shall be mutually agreed by the parties, subject to the continued availability of funding from the Cuyahoga County Corrections Planning Board and/or the Cuyahoga County Common Pleas Court.

11. Electronic Signature

By entering into this contract I agree on behalf of the contracting not-for-profit, tax exempt 501(c) 3 agency, 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 that signature

IN WITNESS WHEREOF, the County of Cuyahoga, Ohio and the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County, on behalf of the Court of Common Pleas / Corrections Planning Board, execute this Agreement on this _____ day of _____, 2012.

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive



2012-11-08 14:38:46

Edward FitzGerald, County Executive

Date



William M. Denihan, Chief Operating Officer

Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County

01.25.12

Date

Hon. Nancy A. Fuerst, Chair
Cuyahoga County Corrections
Planning Board

Date

Maria Nemec, Board Administrator
Cuyahoga County Corrections Planning Board

Date

ATTACHMENT "A."

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| <p>FY 2012</p> <p>Enhanced Opiate Dependency Services MAT-Naltrexone Program</p> |
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History:

Enhanced Opiate Dependency Services, is designed to serve opiate-dependent male/female adult, non-violent defendants eligible for a specialized docket (e.g., Drug Court, Mental Health Court) in the Cleveland Municipal Court or the Cuyahoga County Common Pleas Court. This project will enhance existing treatment protocols by incorporating an evidence-based Medication Assisted Treatment (MAT) paradigm. The project will also provide services for co-occurring mental health issues, and specialized case management and recovery support services. The project aims to address the rising rate of opiate-dependence within a specialized docket model by achieving the following goals and objectives. Number of defendants to be served annually is estimated at 67, number to be served through the entire grant period is 201. Both Courts have designed and implemented their Drug Courts and other specialized dockets around the 10 key components of the national Drug Court model. In addition to the key components incorporated in the local Drug Courts, the evidence-based design features addressed in this proposal include enhanced assessment using GAIN, focus on high risk/high need, difficult to treat segment of the drug dependent population, namely opiate dependent individuals, utilization of a team-developed schedule of incentives and sanctions, increased monitoring through frequent urinalysis, enhanced treatment response by adding MAT, case management and recovery support components tailored to this particular segment of the drug-dependent population.

Service Requirements:

1. Board Certified Physician will prescribe Naltrexone.
2. The selected service provider must insure immediate access. The treatment service must be available the date the agreement is fully executed.
3. The selected service provider is to list contract services and unit costs for the contract period. The selected provider is to document contract service and itemized service cost for the quoted per diem rate based on a projected itemized budget for the contract. If the selected provider can demonstrate that actual costs exceed revenues under this agreement then the selected provider may seek additional revenue sources including disability assistance from the Department of Human Services. If the program charges client fees, then such fee practices shall conform to applicable local and state regulations and no client shall be refused admission based on the inability to pay.
4. In cases where surgical and/or medical attention is required, the selected service provider shall arrange transfer of the County's client(s) to a local medical facility. Applicants should include all medical and mental health affiliation agreements in this application. The Provider is not required to supervise the client while under medical care but shall document the transport and location of the client.

5. The selected service provider shall monitor self-medication while in the residential portion of treatment and provide appropriate policies and personnel to ensure adequate medical care for clients.
6. The selected service provider shall monitor and collect a minimum of one urine sample per week on clients or as ordered by the Cuyahoga County Adult Probation Department. The Court and Corrections Planning Board shall provide supplies and testing costs under this agreement. The selected service provider must deliver samples to the Probation Department Drug Testing Laboratory. The selected service provider shall strictly adhere to the policies established by the laboratory for the collection of samples.
7. The selected service provider shall establish temporary office space on premises for the Court and or the Corrections Board staff as necessary.
8. The selected service provider shall only accept referrals from the Corrections Planning Board Substance Abuse Case Manager, Cuyahoga County Common Pleas Court Adult Probation Officer, Cleveland Municipal Court Case Manager, TASC Case Manager or his/her designee. The Substance Abuse Case Manager shall provide the selected service provider with background information and a release of information from clients through the Substance Abuse Referral Form and Jail Medical Information Form, when available. Referrals will include offenders incarcerated in the County Jail.
9. The selected service provider shall accept admission criteria, which allows for the admission of any substance-abusing client, whether or not they have had prior primary substance abuse treatment, except those:
 - a. Who have a serious medical problem or need detoxification
 - b. Who have serious mental health problems that are not managed by a mental health case manager and whose mental health problems are not controlled by psychotropic medication
10. A TASC assessment will ensure that clients will be clinically appropriate for Intensive Outpatient services.
11. The selected service provider shall notify the Corrections Board and/or the Common Pleas Court Adult Probation Department on the status of pending discharges of a client from residence. All unsuccessful discharges are to be reported by telephone to the Corrections Planning Board Substance Abuse Case Manager, Cuyahoga County Common Pleas Court Adult Probation Officer, Cleveland Municipal Court Case Manager, and the TASC Case Manager within one day of discharge.
12. The selected service provider shall forward a written discharge report to the Corrections Planning Board Substance Abuse Case Manager, Cuyahoga County Common Pleas Court Adult Probation Officer, Cleveland Municipal Court Case Manager, and the TASC Case Manager or his/her designee, within 7 working days (or within one day if the discharge is unsuccessful). The written discharge shall include, at minimum, the client's name, name of treatment provider, date discharge date, reason for discharge, and aftercare plan, if any. The selected service provider shall also complete the Community Corrections discharge/termination form within seven (7) days. The payment of monthly invoices by the Corrections Planning Board is contingent on the receipt of discharge forms and reports.

13. All client terminations are subject to coordination by Corrections Planning Board Substance Abuse Case Manager, Cuyahoga County Common Pleas Court Adult Probation Officer, Cleveland Municipal Court Case Manager and the TASC Case Manager who will be responsible for coordinating the transport of all clients terminated from the program for violating program rules. Such clients may be subject to a written order of arrest.
14. The selected service provider shall maintain individual records for each client, as specified in the Ohio Department of Alcohol and Drug Addiction Services Board Treatment Standards.
15. The selected service provider shall, upon request of the Court, respond to a subpoena to appear and testify in any legal proceedings convened by the Court at the selected service provider's cost.
16. The selected service provider shall immediately notify the Corrections Board Administrator, Cleveland Municipal Court Administrator and/or the Cuyahoga County Common Pleas Court Adult Probation Department's Chief Probation Officer upon the receipt of any legal process requiring the disclosure of records of program participants.
17. All parties to this agreement acknowledge that, in exchanging, storing, processing or otherwise dealing with any information about referred clients, each is fully bound by the provisions of the Federal Regulations governing the confidentiality of alcohol and drug abuse client records (Title 42, CFR, Part 2). Both parties shall implement appropriate procedures to safeguard client information. In performance of this contract, the selected service provider shall guarantee responsibility for protection of the confidentiality of non-public County records, except as outlined in item twenty of these requirements.
 - a. The selected service provider is solely responsible for its own compliance regarding HIPAA Privacy and Security Rules.
 - b. The selected service provider is responsible for ensuring that all authorizations to release information will be compliant with HIPAA Privacy Rule, Section 160 and 164, and 42 C.F.R. Part 2. For authorizations that are for specific Board funded initiatives whereby Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County is the disclosing entity, the provider shall ensure that Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County is listed specifically as the disclosing entity.
 - c. The Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County assumes that when the selected service provider notifies Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County of specific clients that need to be enrolled using specific affiliation codes, modifiers and/or funding plans and has completed the check box for the release of AOD information on the MACSIS enrollment form that all the appropriate authorizations are in place. Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County assumes no liability associated with the selected service provider's failure to obtain appropriate authorizations to release information. Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County assumes no liability associated

with the Provider's failure to obtain appropriate authorizations to release information.

18. The selected service provider shall make available all records relating to a participant in accordance with a court order or a written request from the Corrections Board Administrator, Cleveland Municipal Court Administrator or the Cuyahoga County Common Pleas Court Adult Probation Department's Chief Probation Officer (or his designee) with appropriate releases of information.
19. The selected service provider shall arrange for clients to receive necessary ancillary services including medical, prescription drugs, and proper clothing. The selected service provider shall pay for indigent clients covered under this contract whose prescriptions are not available through other sources.
20. The selected service provider shall forward an itemized bill to the Corrections Planning Board by the 5th working day of every month for the previous month's services. The bill shall include the client's name, the Probation Department ID, the admission date and discharge date (if any) and the number of days in treatment during the billing period. The Corrections Planning Board shall forward an approved invoice copy, via fax, to the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County. Upon approval, the invoice amount shall be paid to Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County. The Alcohol and Drug Addiction Services Board will be responsible for all payments to the selected provider for services rendered under this agreement.
21. The Court may converse freely with selected service provider staff, funded in whole or in part under this agreement, regarding issues and/or clients covered by this agreement.
22. The selected service provider shall ensure that no current or future employee providing direct client services is under active probation, parole, or under indictment for a felony offense. Employees of the selected service provider shall have their record checks processed through the State Bureau of Criminal Investigation (BCI) and/or National Crime Information Computer (NCIC). A waiver for current employees may be considered sufficient, at the discretion of the Court, if prior record checks have been made in the past 15 months.
23. The selected service provider and its employees shall avoid compromising relationships with participants and the probation staff, and report any improprieties or appearance thereof immediately to the appropriate authority.
24. The selected service provider must include documentation in this application that the program has the appropriate number of credentialed and/or licensed staff to implement the program as outlined in this request.
25. The selected service provider shall describe in its application, the location and physical set up of the space that will be used for the programming outlined in this request.
26. The selected service provider must agree to work under Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County's contract, which stipulates use of the following operational tools: The Ohio Department of Alcohol and Drug Addiction

Services Board Levels of Care Protocol, Productivity Standards, Continuous Quality Improvement Guidelines, MACSIS billing and Board application procedures, and the Ohio Department Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County Outcomes framework. All providers will be subject to periodic performance review through programmatic audits, desk audits and/or site visits conducted by Board staff.

Reimbursement:

All services will be reimbursed on a fee for service basis. Contracted units will be reconciled against the services reported under this initiative through Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County's application. The selected service provider must agree to utilize affiliation codes and/or modifiers in Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County's application as directed. If the selected provider is not using Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County's application, the selected provider agrees to submit a copy of its written referrals to Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County. The selected provider understands and agrees that the proposed units must be provided over and above the selected provider's current Board contracted units. The selected provider will be subject to periodic performance reviews, and will be required to submit additional programmatic and fiscal reports as requested by Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County.