

**COUNTY OF CUYAHOGA
SERVICES AGREEMENT
FOR
THE DIVISION OF CHILDREN AND FAMILY SERVICES**

THIS AGREEMENT ("Agreement"), effective as of the 1st day of January 2014, is by and between **CUYAHOGA COUNTY OF OHIO (hereinafter called COUNTY)**, on behalf of the Division of Children and Family Services (hereinafter called **CCDCFS**) and the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called **COURT**) doing business at 9300 Quincy Avenue, Cleveland, OH 44106, (216) 443-8400.

WITNESSETH

WHEREAS, CCDCFS has determined that it desires services as enumerated in this document, and;

WHEREAS, THE COURT agrees to provide the necessary services; and

WHEREAS, the two entities of Cuyahoga County government seek to utilize existing resources to provide services to families and children of Cuyahoga County, Ohio

NOW, THEREFORE, the parties mutually agree as follows:

I. SCOPE OF SERVICE

A. Triage Criteria:

In order to better maximize the services provided by the COURT's Diagnostic Clinic ("Clinic"), a new procedure that allows for clinical staff to determine if a juvenile or adult referred for a psychological evaluation should be conducted at the Clinic, or if a more appropriate alternative exists.

It is proposed that when a referral is made, the COURT's Diagnostic Clinic Manager will triage it, and a determination will be made as to whether the case meets the criteria to be seen in the Clinic. The Clinic will only evaluate persons who are perceived as having significant mental health issues. Referrals that do not meet this criterion will be returned to the CCDCFS Supportive Services Unit.

By limiting evaluations to persons with significant mental health issues, Clinic psychologists can offer more focused and relevant recommendations, such as any reservations about the youth and or adult being treated in the community as opposed to residential treatment.

The following inclusion criteria for an evaluation to be conducted by the Clinic are:

1. The person is referred for competency to stand trial or bind over.

2. The person must have a serious mental health disorder (e.g., chronic suicidal or homicidal ideation, or chronic self-mutilation).
3. The person is not currently involved in mental health treatment.
4. The person has not had a psychological evaluation completed within the past year.
5. The person is not currently undergoing a dual-diagnosis evaluation.
6. The person's main issues do not stem from substance abuse/dependence.
7. The person has no current Adult Civil, Criminal, Ohio Department of Youth Services or Youth and Family Community Partnership commitment.

B. Assessments:

The Clinic will be able to provide comprehensive psychological evaluations on adults referred to the Clinic from CCDCFs. An evaluation will be scheduled after the Diagnostic Clinic Manager has determined that the referred individual meets inclusion criteria.

The evaluation will consist of the following components:

1. Review of all records;
2. Clinical interview with client;
3. Psychological testing, as deemed necessary, by the Clinic psychologist;
4. Telephone interview with social worker and other collateral contacts, as deemed necessary;
5. Treatment recommendations;
6. Identification of parenting strengths/weakness and/or risk factors for abuse/neglect and recommendations to reduce risk;
7. Clinic psychologists are also available for face-to-face consultations at the Clinic with the social worker as needed.

The evaluation, if not Court ordered, will not consist of an interactional observation, and are not custody evaluations. Thus, no recommendations regarding custody issues will or can be made either in the written evaluation or during testimony, if the clinician is called to testify. Further, the Clinic psychologist cannot make recommendations that the department should or should not seek Emergency Custody (EC), Temporary Custody (TC), or Permanent Custody (PC). Also, the evaluation cannot directly address reunification issues. However, the clinical information produced by the evaluation will provide critical information and give the social worker clear guidance and assistance in managing the case.

However, if the evaluation is Court Ordered and is clearly identified as Court ordered on the referral form, the evaluation will be completed as a custody evaluation and may, at the clinician's discretion, include an interactional observation and recommendations regarding custody and reunification issues.

In cases where inclusion criteria are not met, the Diagnostic Clinic Manager will provide a written rationale for the rejection and submit the same to the CCDCFS Supportive Services Unit. The Diagnostic Clinic Manager will also provide the CCDCFS Supportive Services Unit with a preliminary clinical impression and offer recommendations as to where the referred individual would be best served by other providers in the community. The evaluation will be completed and submitted to the CCDCFS Supportive Services Unit within three weeks of the final session with the client.

In cases where an evaluation was conducted and proceeds to court within a one-year timeframe while in lieu of a second evaluation being performed, the CCDCFS primary social worker may meet with the Clinic psychologist who conducted the evaluation. If clinically appropriate, he/she will then write an addendum to the previous report indicating support (if warranted) for moving the case from TC to PC.

In addition, COURT staff or contracted staff will provide court testimony upon request.

C. Hourly Rate

The COURT will invoice CCDCFS based upon an hourly rate of \$106.06. This rate is inclusive of any and all costs of furnishing services, including travel. The average evaluation will require 8-10 hours to complete. If the client fails to show for to the appointment, then the COURT will be compensated for one (1) hour of service. The COURT will maintain documentation to support the provision of services and the time needed to complete the evaluation.

D. Provision of Evaluation

The COURT will provide a copy of the evaluation to CCDCFS's Supportive Services Unit within three weeks of the final session with the client.

E. CCDCFS Obligated to Pay for Referrals

CCDCFS is obligated to the COURT for evaluations performed for which CCDCFS has issued a specific referral to the COURT. CCDCFS shall not remit payment to the COURT for families served for which referrals were not issued by CCDCFS. The Clinic will forward any Jurist's orders it receives for assessments on a CCDCFS case to the CCDCFS Supportive Services Unit. This will allow the CCDCFS Supportive Services Unit to process and generate a completed referral packet for each Jurist's order received. CCDCFS in turn will initiate referrals through the CCDCFS Supportive Services Unit on any CCDCFS case that is court ordered when they become aware of the Court Order.

II. AGREEMENT PERIOD

This Agreement will be effective for the 36-month period from January 1, 2014 through December 31, 2016 (the "Agreement Period"), unless otherwise terminated, at an amount not to exceed the Maximum Dollar Amount set forth below, based on the current per diem for each service provided.

The Maximum Dollar Amount is \$345,000.00.

III. AVAILABILITY OF FUNDS

Payments for all services provided in accordance with the provisions of this Agreement are contingent upon the availability of funds.

IV. REFERRAL PROCEDURE

A. CCDCFS Referrals

A CCDCFS worker will submit a referral to the CCDCFS Supportive Services Unit. Once approved, the CCDCFS Supportive Services Unit will provide the CCDCFS worker with a file copy of the referral. The CCDCFS Supportive Services Unit will inter-office the referral and all related support materials to the Clinic contact person. Once the Clinic has had contact with the referent, the Clinic will e-mail the CCDCFS Supportive Services Unit and the primary worker of the date and time of the appointment.

B. Jurist Generated Referrals – CCDCFS Family

When a Jurist makes a request for assessment that involves a CCDCFS family, if a CCDCFS worker is not present to initiate the referral process, the COURT will contact the CCDCFS Supportive Services Unit to generate a referral noting that it was requested by a Jurist. This system will permit the parties to track the number of referrals generated through the COURT.

If a CCDCFS worker is present at the Court hearing, or is made aware of the Court Order for an evaluation, they will initiate the referral process through usual procedures with the CCDCFS Supportive Services Unit. Additionally, on the referral form they will clearly identify the referral as "Court Ordered," and list the jurist and date of the Court Order. This will allow the Court Diagnostic Clinic to verify the court ordered nature of the evaluation and process the referral as a custody referral.

V. INVOICE/PAYMENT

A. Monthly Invoicing

Except as otherwise set forth below, the COURT will submit a detailed invoice each calendar month (the "Monthly Invoice") specifying the number of hours services were rendered, staff providing service, the Agreement number, and a description of work concluded for the month.

The Monthly Invoice shall be submitted no later than the 15th day following the month services are rendered.

Once received and approved, Monthly Invoices will be submitted to the CCDCFS Fiscal Unit for payment by the CCDCFS Supportive Services Unit. CCDCFS will use its best efforts to provide payment to the COURT within thirty (30) days after approval of a Monthly Invoice.

All invoices are to be submitted to:

Raymond James, Supportive Services Unit Supervisor
Cuyahoga County Division of Children & Family Services
3955 Euclid Avenue, Room 133-W
Cleveland, Ohio 44115

B. Closure of the Agreement Billing Period

The CCDCFS must have a date certain to receive all invoices for the Agreement Period. The County will not accept or process any invoices for the Agreement Period received after 4:30 pm on March 1, 2017 ("Closure Date"). Invoices received prior to the Closure Date will be processed in accordance with paragraph A, above. As long as an invoice is received prior to the Closure Date, the invoice will be deemed timely and, if payment is denied or partially paid, such invoice may be resubmitted after the Closure Date. Invoices submitted after the Closure Date shall be deemed untimely and shall not be paid by CCDCFS. The CCDCFS will reject and not consider such late invoices for payment.

VI. CONFIDENTIALITY

The parties agree to protect from unauthorized disclosure the names identifying information and all other information required by law or rule to be kept confidential.

VII. CIVIL RIGHTS

The parties agree that as a condition of this Agreement, there will be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments.

VIII. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by issuing a 30-day written notice, with or without cause. In the event of termination by either party, the COURT may be required to perform the services provided for in this Agreement up to the date of termination or directed to cease performing services at an earlier date, at the sole discretion of the CCDCFS. The CCDCFS shall be responsible for payment for all services rendered up to the date of termination or date the COURT was directed to cease performance, whichever is earlier. CCDCFS shall not be obligated to pay any type of penalty for early termination of this Agreement.

IX. NO OBLIGATIONS TO THIRD PARTIES

This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

X. MODIFICATIONS

Except as specifically provided in this Agreement, modifications shall be by the mutual written consent of the CCDCFS and the COURT, and subject to the approval of the COUNTY. Any such modification to this Agreement shall be evidenced in writing and signed by both parties.

XI. NOTICES

Any notices and reports required by this Agreement shall be sufficient if sent by the parties in the United States Mail, postage paid to addresses noted below: If immediate notice is required, the notice may be sent by using facsimile or other electronic transmission.

CCDCFS: Raymond James, Supportive Services Unit Supervisor
Cuyahoga County Division of Children & Family Services
3955 Euclid Avenue, Room 133-W
Cleveland, Ohio 44115
(216) 881-4298
Fax: 216-432-5037
Email: JAMESR03@odjfs.state.oh.us

COURT: Todd Hendrix
Diagnostic Clinic Manager
9300 Quincy Avenue
Cleveland, Ohio 44106
(216) 443-3379
Fax: 216-443-3503
Email: thendrix@cuyahogacounty.us

XII. EXTENT OF AGREEMENT

This writing constitutes the entire agreement between the parties with respect to all matters contained herein. The COURT expressly warrants that no promises or representations have been made to the COURT other than those contained herein.

XIII. CONSTRUCTION

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement shall not be affected thereby.

XIV. NON-ASSIGNMENT

The COURT shall not assign any portion of this Agreement to a third party without the express written consent of the CCDCFS.

XV. LICENSING

During the Agreement Period, the COURT shall maintain in effect all licenses required by the State of Ohio or any other licensing authority to perform the services provided for in this Agreement. All staff employed by the COURT that furnishes services pursuant to this Agreement shall be properly licensed, certified or accredited as required by the State of Ohio or any other licensing authority. The COURT shall immediately notify the CCDCFS in writing, in accordance with the provisions of Article XII hereof, if any such license is revoked, suspended or limited in any way. Failure of the COURT to maintain all required licenses may be deemed a material breach of this Agreement and may be grounds for termination.

XVI. ELECTRONIC SIGNATURE

By entering into this agreement, the COURT agrees on behalf of this agreement 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 was manually affixed to a paper version of the document. The COURT 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.

XVII. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS

A. Records Retention

All records relating to costs and supporting documentation for invoices submitted to the CCDCFS by the COURT shall be retained and made available for audit by the State of Ohio (including, but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this Agreement. If an audit is initiated during this period, the COURT shall retain such records until the audit is concluded and all issues are resolved.

B. Duties Relating to Audit

The CCDCFS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this Agreement as it pertains to state or federal funding of the Agreement. The CCDCFS shall timely notify the COURT of any adverse

findings which allegedly are the fault of the COURT. Upon receipt of notification from the CCDCFS, the COURT shall cooperate fully with the CCDCFS and timely prepare and send to the CCDCFS, its written response to the audit exception. Failure of the COURT to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.


C. Audit Exceptions

The COURT shall be liable for any audit exceptions that result solely from its acts or omissions in the performance of this Agreement the CCDCFS shall be liable for any audit exceptions that result solely from its acts or omissions in the performance of this Agreement. In the event that an audit exception results from acts or omissions of both the CCDCFS and the COURT, then the parties in proportion to their relative fault shall share the financial liability for the audit exception.

In Witness Whereof, the COUNTY and COURT have entered into this Agreement as of the day and year written above.

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive


Edward FitzGerald, County Executive

2013-09-19 15:07:02

Date

CUYAHOGA COUNTY COURT OF COMMON PLEAS, JUVENILE COURT DIVISION


Marita Kavalec, Court Administrator

7.18.13
Date