

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION
AGREEMENT FOR
CUYAHOGA TAPESTRY SYSTEM OF CARE**

THIS AGREEMENT is entered into this ____ day of _____, 2013 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY") and Cuyahoga County Court of Common Pleas, Juvenile Court Division (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 3955 Euclid Avenue, Cleveland, Ohio 44115.

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, 2014 through December 31, 2014.

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. This 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 the Memorandum of Understanding (MOU) between BOCC and Juvenile Court related specifically to the Youth and Family Community Partnership (YFCP) 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 a 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

Timothy McDevitt
Director of Probation Services
Juvenile Court
9300 Quincy Avenue
Cleveland, Ohio 44106
443-5796

III. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed **\$306,512.00** for the term of the AGREEMENT. In the event the funds necessary for the continuation of this AGREEMENT are not appropriated, the COURT will notify the VENDOR of such occurrence in writing. This AGREEMENT 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 AGREEMENT 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. The CTSOC will receive a sum not to exceed **\$306,512.00** 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 \$76,628.00 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, 2014	\$76,628.00
2 nd Quarter	July 1, 2014	\$76,628.00
3 rd Quarter	October 1, 2014	\$76,628.00
4 th Quarter	December 31, 2014	\$76,628.00

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.

- 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.
- X. 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.
- XI. 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. Additional Insurance Coverage

1. Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:
 - \$5,000,000 per claim;
 - \$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

- C. **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.

XII. 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.

XIII. ASSIGNABILITY - None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the COURT.

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

XV. 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.

- XVI. 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.
- XVII. AMENDMENT - This CONTRACT constitutes the entire CONTRACT of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written CONTRACT 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.
- XVIII. 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.
- XIX. 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.
- XX. 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.
- 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. ETHICS REQUIREMENTS - The VENDOR shall comply with all applicable COUNTY ordinances, including but not limited to, the Cuyahoga County Ethics ordinance and Cuyahoga County Inspector General Ordinance. The VENDOR agree that the charter

provisions and all ordinances, resolutions, rules and regulations of the COUNTY now or hereafter applicable shall be included in this CONTRACT for all purposes. The VENDOR shall also comply with requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes ethics requirements.

- XXIV. 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.
- XXV. 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.
- XXVI. 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.
- XXVII. ELECTRONIC SIGNATURES - The VENDOR agrees on behalf of the submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, that all contract 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 VENDOR also agrees on behalf of the aforementioned entity 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 police of Cuyahoga County.

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

Cuyahoga County Court of Common Pleas, Juvenile Court Division

By: Marita Kavalec DCC
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By: Ed FitzGerald / apc
Edward FitzGerald, County Executive
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