

**CONTRACT  
BY AND BETWEEN  
CUYAHOGA COUNTY  
AND  
THE ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES  
BOARD OF CUYAHOGA COUNTY**

THIS Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Office of Early Childhood ("OEC") and the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County, a County Agency, with principal offices located at 2012 W. 25<sup>th</sup> Street, 6th Floor, Cleveland, Ohio 44113 (the "Provider").

**WHEREAS**, Cuyahoga County (hereinafter referred to as the "COUNTY") has determined that it requires the services listed below for the Office of Early Childhood's Invest in Children Program for the amount not to exceed **\$1,339,104.00**; and

**WHEREAS**, the Office of Early Childhood (hereinafter referred to as "OEC") administers Invest in Children, Cuyahoga County's public/private partnership that aims to create a comprehensive system of early childhood services for children prenatal to kindergarten; and OEC desires the services of the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County to administer the Early Childhood Mental Health Program; and

**WHEREAS**, the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County, (hereinafter referred to as "ADAMHSB") strives to develop a system that enables optimal development, readiness to learn, and the future success of young children with, or at risk for, serious emotional disturbances, through high quality, culturally competent, family-focused service and programs; and,

**WHEREAS**, subject to the terms and conditions set forth in this contract, this contract shall extend from **January 1, 2014 through December 31, 2015**, unless terminated in accordance with procedures enumerated in **Section III** below, "**CONTRACT TERMINATION**".

**NOW, THEREFORE**, all parties agree as follows:

**I. SCOPE OF SERVICE:**

**Under the terms of this Contract, ADAMHSB shall provide the following services:**

Program Administration:

- Fulfill its statutory responsibilities.
- Assist in the design, implementation and refinement, when necessary, of the early childhood mental health framework and related work plans in partnership with OEC and provider agencies.
- Conduct a separate RFP process every two years to select vendors for the ECMH program commencing with the 2014 Program Year.
- Contract with provider agencies to provide early childhood mental health services, including assessment using the DC 0-3R, treatment plans, and, per the family's request, incorporating

ECMH services on the Help Me Grow Individual Family Services Plan (IFSP).

- Identify and facilitate trainings and professional development opportunities related to early childhood mental health that reflect Best Practices in the field and, as available, current research.
- Ensure that up to 800 eligible children between the ages of (0 to 6) receive Early Childhood Mental Health Services.
- Ensure that Consultation or short term intervention services are provided to qualifying children and families. Consultation and short term intervention qualifying parameters to be determined by the ADAMHS Board and Invest in Children.
- Develop and implement quality assurance measures that align with the ECMH framework and work plans and support access to and the quality of ECMH services.
- Assist in identifying barriers for families and practitioners and strategies to overcome these barriers.
- Work with System partners to ensure the ECMH Coordinator is properly trained and utilized in the ECMH program model.
- As requested, assist in developing print materials on early social-emotional development.
- Collaborate with OEC, Case Western Reserve University and others to implement an evaluation design for early childhood mental health and participate in the independent evaluation; Assure provider agencies have access to and are utilizing the ECMH consent to release information forms.
- Maintain a data sharing agreement (Business Associate Agreement) between ADAMHSB and Case Western Reserve University (CASE) for evaluation purposes.
- Collect data quarterly from provider agencies that captures the performance indicators identified in partnership with OEC and as well as child/family demographic and service outcomes to be used for the program evaluation and management purposes; Provide these data to OEC/CASE in a timely manner and in an acceptable format.
- Identify and support public awareness strategies and campaigns that promote the early identification, assessment and clinical treatment of social and emotional needs of young children and their families.
- Assist in infusing early childhood mental health services into all child-related programs and systems, including, but not limited to, child care, public health, child welfare, Part C Early Intervention, education and Head Start/Early Head Start.
- As appropriate, disseminate program information to educate policymakers and other decision-makers on the need for and importance of early childhood mental health services and programs.

Maximization of the Medicaid Program and/or Other Qualifying Insurance Programs:

- Ensure that provider agencies bill Medicaid and/or other third party payers for eligible services; the COUNTY should only be billed for services rendered as the payer of last resort.

Early Childhood Intervention Services (Part C):

Part C Early Intervention services for infants and toddlers with disabilities and their families are provided through evidence-based practices that occur in natural learning environments. The families have access to a team of individuals representing multiple disciplines, that work alongside parents/caregivers to help them support child learning and development.

- Ensure that the ECMH provider(s) provide their expertise and coordinate input and joint visits with the family if the children in Part C services, exhibiting social-emotional delays, need additional expertise.

**Reporting and Performance Measures:**

The following performance measures will be reported to OEC's Evaluation Manager on a quarterly basis. Reporting form will be distributed within the first quarter of this contract period.

- # unduplicated children served year-to-date on a quarterly basis (i.e. from Jan.-March, Jan.-June, Jan.-Sept, and Jan.-Dec.)
- Ages of children served
- Gender of children served
- Race of children served
- Diagnoses on Axis I or Axis II
- Engagement Rate: % completing one visit
- # children referred to each ECMH provider agency and source of referral (Referral sources may include: Help Me Grow, Child Care (center or family child care home), Primary Care Provider (medical provider), Self/ECMH agency, Parent/Guardian, Others Determined by Agency)
- Exit Reasons
- Goal Completion: Average proportion of Treatment goals completed at exist

**II. TERMS OF SERVICE**

This Contract is effective on the 1<sup>st</sup> day of January 2014 through the 31<sup>st</sup> day of December 2015 for costs associated with the Early Childhood Mental Health Program unless terminated at an earlier date in accordance with the provisions of this Contract.

**III. CONTRACT TERMINATION**

Upon at least a thirty (30)-calendar day written notice to the other party, either party may terminate this contract if the other party does not meet the terms and conditions specified in this contract. The COUNTY and ADAMHSB shall agree on a reasonable phase out of the program as a condition of the termination. Upon expiration of thirty days after the notice of termination, the obligations of all parties under this contract shall cease, except that the COUNTY shall reimburse ADAMHSB for services rendered prior to the final date of termination.

**IV. CONTRACT AMENDMENT**

This contract may be amended at any time as mutually agreed upon by all parties along with a written amendment signed by all parties and then approved by the COUNTY.

**V. CONTRACT VALUE**

The total cost of this contract to Cuyahoga County shall not exceed \$1,339,104.00 in the aggregate for actual purchased service for the Early Childhood Mental Health Program. Dollar amounts will be broken up for each program year as follows: January 1, 2014 to December 31, 2014 - \$669,552.00 and January 1, 2015 to December 31, 2015 - \$669,552.00

**VI. ANNUAL APPROPRIATIONS**

All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the Contractor of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the Contractor or any third party for any penalty, liability or any other expense.

## **VII. INVOICING REQUIREMENTS**

To facilitate reimbursement for all costs associated with the Early Childhood Mental Health Program, ADAMHSB shall prepare and submit quarterly invoices to OEC along with detailed supporting documentation, which includes, at a minimum, costs incurred by each contracted provider agency, total units of service provided by each contracted provider agency and the per unit rate of each contracted provider agency. Charges invoiced monthly shall be for actual costs associated with the Early Childhood Mental Health Program and in accordance with the budget categories and spending parameters listed in Exhibit I (attached and hereto part of this contract). All invoices should be mailed to:

**Office of Early Childhood**  
**Attn: Helen McCoy**  
**310 W. Lakeside Avenue – Suite 565**  
**Cleveland, Ohio 44113**

## **VIII. DUPLICATE BILLING**

A. The ADAMHSB warrants that all expenses submitted to OEC for payment shall be for actual services rendered and are not duplicate claims made by the ADAMHSB to any other governmental entity, municipality, for profit or not for profit organization for the same services. Therefore, the ADAMHSB warrants that any cost incurred pursuant to this contract will not be allowable or included as a cost of any other financed program.

B. The ADAMHSB further warrants that all invoices submitted to OEC for payment shall not supplant other sources of public and private grant funds for the same services.

## **IX. INVOICE PAYMENT**

OEC shall receive and review invoices for completeness and accuracy prior to payment on a quarterly basis to ADAMHSB for actual services provided by ADAMHSB. OEC shall process invoices for payment to ADAMHSB within 30 calendar days upon receipt of complete and accurate invoices.

OEC reserves the right to withhold payment from the ADAMHSB in the event invoices for services rendered are not submitted for payment in a timely manner based on the following conditions:

1. invoices submitted 60 days or more after the end of the quarter during the contract period.
2. invoices submitted 60 days or more after the expiration of the contract.
3. invoices submitted in excess of 60 days after the end of the grant's fiscal period for which OEC may not be able to claim or receive federal reimbursement for services rendered by the ADAMHSB.

**X. PROJECT EVALUATION AND REPORTING REQUIREMENTS**

ADAMHSB shall collect programmatic data, including administrative data, child/family service outcome data, and consent forms, relative to the evaluation design of the Early Childhood Mental Health Program. ADAMHSB shall enter into a formal data sharing agreement, which is compliant with federal and Ohio law, with Case Western Reserve University and agrees to comply with all evaluation components of this project.

**XI. PROJECT FISCAL REPORTING REQUIREMENTS**

ADAMHSB shall collect and review financial data relative to the Early Childhood Mental Health Program. ADAMHSB shall submit financial reports to OEC on a quarterly basis along with its quarterly invoices.

**XII. SAFEGUARDING CLIENT INFORMATION REQUIREMENTS**

ADAMHSB agrees that the use of, or disclosure by any of its employees and agents of any information concerning client information for any purpose not directly related with the administration of this contract or carrying out the responsibilities of this contract is prohibited except upon the written consent of the client or his/her responsible parent or guardian and/or OEC.

**XIII. MAINTAINING PROPER FINANCIAL RECORDS**

ADAMHSB its employees or its agent(s) will act in accordance with the terms of this contract in an independent capacity and not as officers, employees or agents of the COUNTY.

ADAMHSB shall maintain accurate and independent books, records, receipts, vendor invoices and other accounting transactions in good order, which sufficiently and properly reflect all direct costs expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state or local governments including OEC.

ADAMHSB shall maintain and preserve all financial documentation used in the administration of this Contract. All financial records, must remain in ADAMHSB's possession for a period of three (3) years after the termination date of this contract and/or it will assure the maintenance of and availability of such records for a like period of time if in the possession of a second or third party unless otherwise agreed to by OEC.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, ADAMHSB shall retain the records until completion of this action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

**XIV. ANNUAL FINANCIAL AUDIT REQUIREMENT**

ADAMHSB is a party of the annual Cuyahoga County CAFR.

**XV. COUNTY'S RIGHT TO AUDIT**

The COUNTY through OEC, reserves the right to audit and monitor the manner in which the terms and conditions of this Contract is being carried out and evaluate through performance audits, the extent to which, the goals and objectives are being achieved. Compliance, financial and operational reviews may be performed by OEC and/or upon request by, or in tandem with, another state or federal agency in the event of adverse information pertaining to ADAMHSB.

Additional audits and/or operational reviews may be warranted in the event of outstanding audit exceptions and performance issues due to non-compliance of the terms and conditions of this contract.

**XVI. COMPLY WITH AUDIT REQUEST(S)**

ADAMHSB agrees to, if required by the COUNTY or the appropriate federal agency or duly appointed agent that is directly relates to the provisions of this contract on the basis of evidence of misuse of improper accounting of funds for which ADAMHSB is responsible, to comply with or conduct an independent audit of expenditures and to provide copies of the audit to the COUNTY or its duly appointed agent. ADAMHSB shall submit to OEC a copy of the final report no later than thirty (30) days after receipt of the final report.

**XVII. RESPONSIBILITY FOR AUDIT EXCEPTION(S)**

ADAMHSB agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) noted during a compliance or financial audit performed by the COUNTY or any appropriate federal agency or duly appointed agent that directly relates to ADAMHSB's responsibilities under this contract. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions.

**XVIII. INDEPENDENT CONTRACTOR**

ADAMHSB its employees or its agent(s) will act in accordance with the terms of this contract in an independent capacity and not as officers, employees or agents of the COUNTY .

**XIX. SUBCONTRACTING AUTHORITY**

Nothing in this Contract shall preclude ADAMHSB from entering into approved subcontract agreements with other agencies.

**XX. SUBCONTRACTING**

All subcontracting agencies are subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release ADAMHSB of its duties and responsibilities for carrying out the terms and conditions of this contract.

**XXI. COUNTY NOT OBLIGATED TO SUBCONTRACTORS**

The COUNTY shall not be obligated or liable hereunder to any party other than ADAMHSB including subcontractors and/or third parties.

**XXII. VIOLATION OR BREACH OF CONTRACT**

This contract is subject to administrative, contractual or legal remedies for its violation or breach by either party.

### **XXIII. SEVERABILITY**

Should any portion of this contract be deemed unenforceable by any administrative, judicial officer or tribunal of competent jurisdiction, the balance of this contract shall remain in full force and effect unless revised or terminated pursuant to Item III of this contract.

### **XXIV. CONFIDENTIALITY**

All parties agree that it shall not use any information, systems, or records made available for any purpose other than to fulfill the obligations specified herein. All parties agree to be bound by the standards of confidentiality that apply to their operations including, but not limited to laws, statutes and regulations of the federal, state or local governments.

### **XXV. NON-DISCRIMINATION**

The COUNTY and ADAMHSB agree that as a condition of this contract, there shall be no discriminatory acts against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans With Disabilities Act of 1992 as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

It is further agreed that ADAMHSB will comply with all appropriate federal, state and/or local laws regarding such discrimination and the right to and method of appeal will be made available to all persons receiving services under this contract.

If ADAMHSB or its agents are found to be out of compliance with any aspects of this provision, it may be subject to investigation by the COUNTY or its duly appointed agent and subject to termination of this contract.

### **XXVI. GOVERNING LAW**

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. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

### **XXVII. APPLICABLE REQUIREMENTS**

Applicable requirements includes all of the following to the extent that any of these requirements govern the conduct of the parties to this contract:

- Applicable law,
- directives from the Cuyahoga County Executive,
- directives from the Alcohol, Drug Addiction and Mental Health Service Board of Cuyahoga County

- directives from the Office of Early Childhood

#### **XXVIII. APPLICABLE LAW**

Applicable law means those federal, state and local laws and regulations, which govern the conduct of the parties to this contract.

#### **XXIX. CAPTIONS**

The paragraph captions and headings in this contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this contract or any of the terms of this contract.

#### **XXX. MODIFICATIONS**

This contract represents the entire integrated agreement between the COUNTY for OEC and ADAMHSB and it supersedes all prior negotiations, representations, or agreements, either written or oral. By mutual consent, this contract may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by all parties.

#### **XXXI. PUBLICITY**

In any publicity release or other public reference including a media release, information pamphlets, etc., relative to the Early Childhood Mental Health Program, ADAMHSB shall clearly state that said services are a part of and funded by Cuyahoga County and the Office of Early Childhood for Invest in Children. ADAMHSB is also responsible for providing a copy of the publicity release(s) to OEC at the time of each release.

#### **XXXII. NOTICES**

All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

**TO: ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES  
BOARD OF CUYAHOGA COUNTY  
Attn: William Denihan, Chief Executive Officer  
2012 West 25th Street, 6th Floor  
Cleveland, OH 44114**

**TO: OFFICE OF EARLY CHILDHOOD  
Attn: Rebekah Dorman, Director  
310 W. Lakeside Avenue – Suite 565  
Cleveland, Ohio 44113**

#### **XXXIII. ELECTRONIC SIGNATURE**

**THE CONTRACTOR 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 CONTRACTOR 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 POLICY OF CUYAHOGA COUNTY


IN WITNESS THEREOF, Cuyahoga County for the Office of Early Childhood, and the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County have caused this contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD OF CUYAHOGA COUNTY

By:   
William Denthan, Chief Executive Officer

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By:   
Edward FitzGerald, County Executive  
2014-04-14 09:04:18