

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2011 by and between Cuyahoga County, Ohio (hereinafter called the "COUNTY") on behalf of the Cuyahoga County Juvenile Court (hereinafter called the "COURT") and **Bellefaire Jewish Children's Bureau**, a corporation not-for-profit, with principal offices located at 22001 Fairmount Boulevard, Shaker Heights, Ohio 44118, Federal [REDACTED] hereinafter called the "VENDOR")

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct a **substance abuse assessment, dual diagnosis assessment and substance abuse treatment** program and the VENDOR can provide these services from February 1, 2011 to January 31, 2012.

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. TARGET POPULATION - The youth referred to the project shall be males and females, ages 18 and under at the time of the adjudicated offense(s). These youth shall be residents of Cuyahoga County (hereinafter called the "YOUTH") referred by the COURT'S Probation Department. The VENDOR will accept from the COURT the YOUTH who have been COURT ordered/referred to the program, on a "no reject, no eject" basis, meaning that all YOUTH referred by the COURT to the project shall be accepted, and that all efforts will be made to maximize involvement with families and YOUTH receiving treatment

II. DESCRIPTION OF SERVICES - All service definitions shall comply with the Ohio Department of Alcohol and Drug Addiction Services MACSIS Codes, Procedure Codes, as revised March 23, 2003. Each youth will receive the array of services as defined below that best fits in their individual treatment plan and as authorized by the YOUTH's probation officer and/or drug court worker. The VENDOR shall provide the following services:

- A. Referral and Intake - Youth are referred to substance abuse assessment or dual diagnosis assessment or substance abuse treatment through the Probation Officer and/or Juvenile Treatment Drug Court staff. Notification shall consist of an email identifying the youth and assigned probation officer or notification by the Juvenile Treatment Drug Court staff as well as a referral packet that will be forwarded to the service provider. The referral packet shall include a history of the Court's experience with the referred youth and family, including available clinical assessment material and other pertinent written information. Both referring components are necessary for services to begin for probation YOUTH. Parents/guardians are notified, prior to medical treatment, for assessment and/or treatment authorization; and are expected to fully participate in all parenting groups. Referrals for assessment and treatment services are separate and distinct; the VENDOR shall not begin any treatment services unless a separate treatment referral has been received from COURT staff. In addition, the VENDOR may receive a treatment referral for a YOUTH who has had their assessment completed assessment by another service provider.
- B. Substance abuse Intervention Services (MACSIS code H0022) O.A.C.3793:2-1-08 (G) - including those activities that seek to detect alcohol and/or other drug problems and addiction

and to intervene in such a way as to arrest the progression of such problems. Services shall include early intervention services. The screening shall determine and result in the following actions:

1. If the youth does not have a chemical dependency problem requiring services, then the YOUTH assessment case shall be terminated and the Probation Officer or Juvenile Treatment Drug Court staff shall be notified in writing.
 2. If the YOUTH appears to have a chemical dependency problem (as determined from the screening alone) yet a comprehensive assessment is required to confirm the extent of the youth's abuse and/or dependency, then the evaluation/assessment will be completed. The service provider will provide referral recommendations to the appropriate levels of treatment to the Probation Officer or Juvenile Treatment Drug Court staff in writing.
- C. Consultation (MACSIS code A0560) - including assisting an individual in accessing alcohol and other drug services or other necessary services generally occurring prior to admission. Consultation is a cross-system or within-system collaboration on behalf of an individual to assist in assessment and triage decisions. This process may include family members or other significant persons. Within-system does not include consultation within a treatment agency. A Probation Officer or Juvenile Treatment Drug Court staff may contact the service provider for consultation services in order to gain clarity and/or information on the substance abuse issues of COURT ordered Probation youth.
- D. Substance abuse and dual diagnosis assessment services (MACSIS code H0001) O.A.C. 3793:2-1-08 (K) - including the evaluation of an individual to determine the nature and extent of his/her abuse, misuse and/or addiction to alcohol and/or other drugs. Assessment services shall consist of time limited, structured, face-to-face sessions. The VENDOR shall engage the YOUTH and his/her family to participate in the assessment process within 72 hours of the date the referral is received. This involves aggressive outreach to the YOUTH and family, including telephone calls, and home visits. If there is a problem with YOUTH or family participation (i.e., two consecutive unexcused absences) or particularly resistant behavior, then the staff will contact the Probation Officer immediately so that appropriate steps can be taken. If the VENDOR has been unable to make contact within ten (10) working days, the VENDOR shall notify the Probation Officer in writing. The VENDOR will contact the COURT Probation Officer within twenty-four (24) hours of receipt of the referral with the name of the primary worker assigned to the YOUTH.
1. The Assessment will be "ambulatory" or "mobile" in that the VENDOR will be available to conduct assessment interviews with the YOUTH at the COURT, any probation office, and/or at the VENDOR's office. VENDOR shall utilize Solutions for Ohio's Quality Improvement and Compliance (SOQIC) assessment tool, the Adolescent Substance Abuse Subtle Screening Inventory (SASSI-A2) and/or the CRAFFT Screening tool. The assessment shall also consist of gathering information from the YOUTH and the parents separately to establish corroborating information about family relationships and history, YOUTH functioning (psychological and behavioral), school attendance and performance, medical history, income, peer relationships, court involvement history and legal problems, drug/alcohol use history of YOUTH and family, level of gang association, if any, cultural identification issues and spiritual beliefs, and individual strengths and weaknesses. The

assessment will consist of two (2) to four (4) sessions. The maximum for a full assessment is eight (8) hours, all of which will be completed within two (2) weeks of the receipt of the referral.

2. The Assessment Counselor will complete within seven (7) days of the completed assessment an Individualized Treatment Plan. The Individualized Treatment Plan includes the problem to be addressed, the goal, measurable objectives, and expected time frame for attainment, and identify providers, modality, frequency and length of recommended service. The Individualized Treatment Plan is updated every ninety (90) days or more often if a change in goals or objectives is required.

E. Treatment Case Management (MACSIS code H0006) O.A.C. 3793:2-1-08 (M)— including those activities provided to assist and support individuals in gaining access to needed medical, social, educational and other services essential to meeting basic human needs. The service provider assigns each YOUTH a treatment Case Manager who will implement the Individualized Treatment Plan and monitor the YOUTH's compliance. The Case Manager shall be responsible for service coordination, client advocacy and reduction of barriers to service delivery and shall be accessible on a 24 hour per day, 7 days per week basis. The Case Manager shall consult with the clinical team and Probation Officer or Juvenile Treatment Drug Court staff weekly, shall conduct weekly urinalysis for youth involved in outpatient services and shall review the youth's progress in 90-day reviews. As warranted, the Case Manager shall identify the chemical dependency issues of family members. All Individualized Treatment Plan and associated documents will be forwarded to the YOUTH'S Probation officer within seven (7) days of completion. All final documents will be forwarded to the YOUTH'S Probation Officer within thirty (30) days of YOUTH'S program completion.

F. Intensive Outpatient Service (MACSIS Code H0015) O.A.C. 3793:2-1-08 (Q) – including structured individual and group alcohol and drug addiction activities and services that are provided at an outpatient program for a minimum of eight (8) hours per week with services provided at least three (3) days per week. Intensive Outpatient services shall be provided at an outpatient program site certified by the department of alcohol and drug addiction services and shall include, but are not limited to, the following services: (1) assessment, (2) individual counseling, (3) group counseling, (4) crisis intervention. Group counseling shall be provided each day intensive outpatient services are provided. A weekly parent/concerned other group shall also be conducted.

1. Group Counseling (MACSIS Code H0005) O.A.C. 3793:2-1-08 (O): including the utilization of special skills to assist two or more individuals in achieving treatment objectives. This occurs through the exploration of alcohol and other drug problems and/or addiction and their ramifications, including an examination of attitudes and feelings, consideration of alternative solutions and decision making and/or discussing didactic materials with regard to alcohol and other drug-related problems. Group counseling services shall be provided at a program site certified by the Ohio Department of Alcohol and Drug Addiction Services or in the client's natural environment. The client to counselor ratio shall not be greater than 10:1. Group counseling and shall be offered a minimum of eight (8) hours each week.

2. Individual Counseling (MACSIS Code H0004) O.A.C. 3793:2-1-08 (N): involves a one-to-one, face-to-face encounter between a client and a counselor. Individual counseling means the

utilization of special skills to assist an individual in achieving treatment objectives through the exploration of alcohol and other drug problems and/or addiction and their ramifications, including an examination of attitudes and feelings, consideration of alternative solutions and decision making and/or discussing didactic materials with regard to alcohol and other drug-related problems. Individual counseling services can be provided at a program site certified by the Ohio Department of Alcohol and Drug Addiction Services or in the client's natural environment and shall be offered a minimum of two (2) hours each week.

3. Family Therapy (*MACSIS Code T1006*) O.A.C. 3793:2-1-08 (P): including the utilization of special skills in sessions with individuals and their family members and/or significant others under the guidance of a counselor to address family and relationship issues related to alcohol and other drug abuse and/or dependence for the purpose of promoting recovery from addiction. Family counseling services can be provided at a program certified by the Ohio Department of Alcohol and Drug Addiction Services or in the natural environment of the client and shall be offered a minimum of two hours twice a month.
- G. Written Reports - A written progress report summarizing data gathered in areas of major functioning (family, school, peers, health, legal problems, etc.), providing a problem determination, a diagnostic impression and a diagnosis, as well as recommendations for treatment will be prepared periodically, but always prior to the YOUTH's next hearing. All assessments, Individualized Treatment Plan and associated documents will be forwarded to the YOUTH's Probation officer. All final documents (at time of discharge from VENDOR's program) will be forwarded to the YOUTH's Probation Officer within thirty (30) days of YOUTH's program completion.
- H. Process To Ensure Objectivity in Treatment Services - Treatment service recommendations shall be based on various objective criteria, including geographical location, ease of access, problem program match, motivation, and funding considerations. When finalized, the criteria established by the Alcohol and Drug Addiction and Mental Health Services Board of Cuyahoga County shall be incorporated into the formulation of treatment service recommendations.
- I. Staffing -The VENDOR shall provide appropriate and fully trained staff to conduct the all services. The selection and hiring policies shall meet the State requirements and shall comply with the provisions in the Ohio Revised Code. The VENDOR's staff shall have a minimum of a Bachelor's degree in human services or a related field and be chemical dependency counselors or social workers.
- J. The VENDOR shall provide proof of licensure and malpractice insurance. The VENDOR will maintain all records and forms utilized, in adherence with State minimum standards, in accordance with Medicaid eligible services, whether or not services provided meet this eligibility.

III. OPERATIONAL DETAILS

- A. SERVICE SITE: - Services are to be provided in the YOUTH's home or community at a mutually convenient times and places or on site of the VENDOR at 22001 Fairmount Boulevard, Shaker Heights, Ohio 44118.

B CONTACT PERSON:

Adam Jacobs
Bellefaire Jewish Children's Bureau
22001 Fairmount Boulevard
Shaker Heights, Ohio 44118
(216) 932-2800

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

OBJECTIVES

1. 95% of youth admitted to the assessment service during the fiscal year will successfully complete the program
2. 100% YOUTH exhibiting dependency/ substance abuse will have an Individual Treatment Plan developed.
3. 90% of referred YOUTH and families will be successfully engaged in Treatment Case management.
4. 90% of youth will achieve reduction of dependency/use of substances and reduction of criminogenic behaviors

PERFORMANCE INDICATORS

1. Number of referred YOUTH admitted to the assessment component during the fiscal year that successfully complete the assessment, compared to the total who are referred and not admitted.
2. Number of referred YOUTH exhibiting dependency/ substance abuse who have an Individual Treatment Plan developed, compared to referred YOUTH with no ITP developed
3. Number of referred YOUTH who are successfully engaged in Treatment Case management compared to those YOUTH who are not successfully engaged in Treatment Case management
4. Number of referred YOUTH who achieve reduction of dependency/use of substances and reduction of criminogenic behaviors compared to those referred YOUTH who do not achieve reduction of dependency/use of substances and reduction of criminogenic behaviors.

V. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed \$30,000 00 for the term of the AGREEMENT

A Unit Rate: A per unit rate (hereinafter called the "UNIT RATE"), as listed below, shall be paid by the COURT to the VENDOR for each YOUTH receiving substance abuse assessment, dual diagnosis assessment or substance abuse treatment services as detailed in the Description of Services section.

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|--------------------------------------------------|---------------|
| 1. Substance Abuse Assessment(MACSYS code H0001) | \$100.24/hour |
| 2. Dual Diagnosis Assessment(MACSYS code H0031) | \$100.24/hour |
| 3. Treatment Case Management(MACSYS code H0006) | \$82.17/hour |
| 4. Group Counseling(MACSYS code H0005) | \$38.08/hour |
| 5. Individual Counseling(MACSYS code H0004) | \$91.28/hour |
| 6. Family Therapy(MACSYS code T1006) | \$91.28/hour |

- B. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to commencement and subsequent to the termination of this AGREEMENT.
- C. Monthly Fiscal Report: The VENDOR shall, within ten (10) days following the last day of each month, submit both a paper and an electronic invoice covering services rendered to the YOUTH by the VENDOR at each facility during such month (see Attachment A) and the Current Youth Population form (see Attachment B) to the COURT. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, and month on it. No invoices will be processed without an accompanying Current Youth Population form. All invoices must be signed and dated for verification by the VENDOR. Failure to comply with submission of the invoice within the ten (10) day submission rule may result in the COURT not processing the invoice for payment. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstance will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within January, then the 60 day period expires on March 31.
- D. Payment: The COURT shall review statistics for completeness before making payment. The invoices submitted are subject to audit by the COURT.
- 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 AGREEMENT. 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 AGREEMENT.
- 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 AGREEMENT.
- IX. INDEMNITY - The VENDOR agrees to indemnify and save harmless the COURT, Cuyahoga County and any and all officers, agents or employees thereof against any and all liability, loss, damages, cost or expense for damages sustained by virtue of any act of the VENDOR, its officers or employees in the performance of the project under this AGREEMENT.
- X. INSURANCE - The VENDOR shall carry any necessary or required insurance (i.e.; public liability, property damage, worker's compensation, malpractice insurance), to insure against

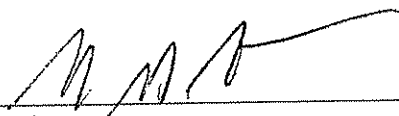
any and all claims which may arise out of VENDOR's operations under the terms of this AGREEMENT. Such coverage may be through insurance policies or self-insurance programs maintained by the VENDOR.

- XI. ANTI-DISCRIMINATION - The VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, 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.
- XII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT
- XIII. 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 COUNTY and 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.
- XIV. CONFIDENTIALITY - Products of mediation, mediators' notes, mediation records and mediation communications are confidential and subject to the restrictions set forth in O.R.C. 2317.02, O.R.C. 2317.023, and O.R.C. 3109.052. Authorized COURT and State of Ohio representatives shall be allowed reasonable access to VENDOR'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or VENDOR staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the VENDOR. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes.
- XV. AMENDMENT - This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement 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.
- XVI. TERMINATION - This AGREEMENT 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 AGREEMENT for services performed and expenses incurred prior to termination.

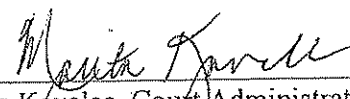
- XVI. SERVICE CONTINUITY - In the event that the funding for the PROGRAM is not renewed, the VENDOR shall develop a plan for cases still receiving mediation services at the end of the AGREEMENT period and submit to the COURT.
- XVII. STATE OF OHIO ETHICS REQUIREMENTS - The VENDOR shall comply with the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.
- XXI. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, 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.

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

Bellefaire Jewish Children's Bureau

By: 

Cuyahoga County Juvenile Court

By: 
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

By: 
Edward FitzGerald, County Executive

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.

COUNT	YOUTH NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER	FIRST DATE OF SERVICE	TERMINATION DATE	TERMINATION REASON*
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* TERMINATION CODES:

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

CONTACT PERSON: _____

PHONE #: _____ EMAIL _____