

**CUYAHOGA COUNTY DEPARTMENT OF SENIOR & ADULT
SERVICES
CONTRACTUAL AGREEMENT BETWEEN THE

COUNTY of CUYAHOGA, OHIO
and
LUTHERAN METROPOLITAN MINISTRY**

THIS AGREEMENT dated as of _____, 2010 is made and entered by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Department of Senior & Adult Services (DSAS), 1701 East 12th Street, Lower Level, Cleveland, OH 44114, and Lutheran Metropolitan Ministry, a corporation not-for-profit, with principal offices located at 1468 West 25th Street, Suite 300, Cleveland, Ohio 44113, (the "Provider").

WITNESSETH

WHEREAS, adult indigent persons of the Greater Cleveland Community have experienced an increase in the documented need for guardianship, and

WHEREAS, adult indigent persons require guardianship when there is no appropriate or available family member to provide legal guardian services, and no other adult appears available to become the guardian, and

WHEREAS, the Provider, through its Adult Guardianship Services (AGS), proposes to provide legal guardian services to adult indigent persons through the recruitment, training, monitoring and use of volunteer guardians, paid staff, and volunteer attorneys, and

WHEREAS, the County recognizes the need to render support and be involved in this effort to positively impact living conditions, improve the quality of life, and advocate for adult indigent persons in the Greater Cleveland Area.

NOW, THEREFORE, in consideration of these tenets DSAS and the Provider do hereby acknowledge their mutual desire to enter into a contractual agreement. This agreement expressly requires that the Provider make available to DSAS, Adult Guardianship Services, which are subject to the terms and conditions outlined in the body of this contract. Also all attachments are deemed to be a part of this contract and the contents therein are hereby considered legally binding. The aforementioned parties mutually agree upon the following:

ARTICLE I - SCOPE OF SERVICES:

Referrals for indigent guardianships will be made directly to the Provider by DSAS.

The Provider shall follow the action steps outlined below and provide an array of services as deemed appropriate to meet the needs of the client; such services shall include, but not limited to the following:

- One unit of service is defined as one (1) hour of service per client.
- Conduct an initial assessment as eligibility is stated in Article II of those clients referred that meet AGS eligibility criteria.
- Open a formal case and complete the intake forms as long as the steps and conditions have been met.
- AGS will notify the DSAS caseworker of the case disposition within 2 business days after the team has reviewed the case and prepared the written disposition.
- Initiate filings for indigent clients (person and/or estate as appropriate) for whom no less restrictive alternatives can be mutually agreed upon by the parties.
- Make diversional arrangements in collaboration with the referral source. If an agreement cannot be reached, these steps should be followed: 1) a case review will be held, including representatives from both parties; 2) if resolution is not accomplished in step 1, the dispute should be referred to and then resolved at a Probate Court hearing (as per Attachment 1).
- File an application for guardianship for clients deemed appropriate for guardianship.
- Become and act as guardian for all cases granted by the probate court.
- Hire, train, orient, supervise and support staff guardians.
- Recruit, train, monitor, supervise, and support volunteer guardians.
- Provide appropriate supervision of guardians, both staff and volunteers.

ARTICLE II – CLIENT ELIGIBILITY REQUIREMENTS:

To be considered for guardianship by AGS, individuals being referred must meet the following criteria:

- Adult, age 18 and above.
- Not diagnosed with MR/DD, if appropriate for APSI (Advocacy & Protective Services, Inc.)
- Resident of Cuyahoga County - Indigent, defined as either qualified for Medicaid; or appears application should qualify; or would be Medicaid eligible but owns a home and will remain in the community.
- Indication of substantial mental impairment, minimally evidenced by a "Statement of Expert Evaluation" (Probate Court form) completed by a licensed physician or licensed clinical psychologist within a 90 day period prior to the guardianship application filing date.
- Indication of a compelling decision which requires legal authority to act, such as health care, financial, or placement decision(s), for which less restrictive alternatives cannot be identified.

ARTICLE III – ADDITIONAL TERMS

The following additional terms apply for both parties.

- A. DSAS staff is encouraged to consult with AGS staff regarding possible referrals, prior to initiating a formal referral, as these consultations can be helpful in ascertaining that all information necessary to meet AGS eligibility criteria has been gathered, and/or whether any least restrictive alternatives to guardianship can be identified during the consultation.
- B. DSAS will directly refer cases to Probate Court which are ineligible for AGS service due only to excess assets and/or when additional information indicates client is not indigent, to be assigned a guardian of estate.
- C. DSAS will submit a referral to AGS, including the following information:
 - A. A Court summary prepared and signed by the DSAS caseworker, approved and signed by the DSAS supervisor.
 - B. A Statement of Expert Evaluation completed by a licensed physician, within a 90-day period prior to the projected date of filing a guardianship application, and

- C. A completed AGS intake form.
- D. AGS will determine that the AGS eligibility criteria are met, per Article II
- E. AGS will then open a formal case and within two business days after receipt of the DSAS referral, AGS will notify the DSAS caseworker that the request has been reviewed and that all necessary information has been received. If there is outstanding information, AGS will notify both the DSAS social service worker and the supervisor.
- F. AGS will conduct an assessment.
- G. Based on the assessment and assuming AGS feels guardianship is appropriate, AGS will file a guardianship application at Probate Court. AGS will notify the DSAS caseworker, either by email or fax, of the Court hearing date which will be four to six weeks after filing, depending on the probate court schedule. As a courtesy, DSAS will phone the AGS Intake Line (216-696-1132, ext 131) to confirm receipt of the notice.
- H. DSAS staff will be solely responsible for case management for clients referred during AGS's assessment and investigation process. DSAS staff will inform AGS of all case plans of the clients at the time of referral. AGS will convey to DSAS any needs or concerns regarding client welfare, which were not described in the DSAS referral but were identified during the AGS assessment. After referral to AGS, DSAS will consult with AGS regarding any changes in case management. Following the appointment of a guardian, all case management responsibilities reside with the guardian. DSAS will remain available for consultation as long as the case remains open with DSAS.

ARTICLE IV – RESOLUTION OF DISPUTE:

In the event of a disagreement between DSAS and the Provider as to the appropriate case disposition that cannot be resolved to the satisfaction of both parties at the liaison level, the following procedure will be followed:

- A. AGS will send by fax or e-mail a written "Not Accept" disposition notice to the DSAS Deputy Director - Programs Division who is the DSAS liaison to AGS, the Chief of APS, and the supervisor.
- B. A meeting will be held at AGS or DSAS on an alternating basis. At which time additional or clarifying information can be presented by both parties. The DSAS Liaison must be present at all meetings.

- C. If at the end of the discussion there is still disagreement between the two parties, DSAS will contact the Probate Court Administrator and follow the instructions of the court.
- D. If the Probate Court calls AGS regarding the case, AGS will follow the instructions of the court.

ARTICLE V - TERMS OF SERVICE:

The Provider shall successfully provide all services as specified in the contract commencing on January 1, 2011 and ending on the close of business on December 31, 2011, which serves as the official termination date of this contract. All services outlined in this contract must be performed to the full and complete satisfaction of DSAS.

The Provider's failure to render "satisfactory" services as outlined in the terms and conditions of this agreement shall serve as a breach of this contract and provide DSAS with ample justification to terminate this contract at any time preceding the aforementioned termination date.

ARTICLE VI - CONTRACT VALUE:

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability and appropriation of local funding and allocation of federal funds annually. The DSAS will allocate an amount not-to-exceed Three Hundred Thousand dollars (\$300,000.00) for the purpose of funding personnel and administrative expenses of the Provider that are directly related to the delivery of Adult Guardianship Services by the Provider to clients referred by APS.

The Probate Court, through the county, will allocate an amount not-to-exceed One Hundred Sixty Thousand dollars (\$160,000.00) for the purpose of funding personnel and administrative expenses of the Provider that are directly related to the delivery of guardianship services by the Provider to clients referred by sources other than APS. Articles III and IV do not apply to funds allocated from the Cuyahoga County Probate Court. All other articles will apply.

ARTICLE VII - BILLING RATE:

Subject to the limitations specified in Article VI, the amount to be reimbursed for services procured pursuant to the terms and conditions of this agreement will be based on the following unit rate for the duration of this agreement:

Unit Rate \$68.18 Per Service: Adult Guardianship Services

The aforementioned rates will remain in effect for the entire contract period.

ARTICLE VIII - TERMS OF PAYMENT:

The Provider will submit their invoice by the 10th business day following the month of service to DSAS covering services rendered to eligible individuals. Such invoices shall include units of service(s) provided in accordance with Article I and the unit rate based on the authorized rate in Article VI (a) of this contract. Payment will not be rendered without an invoice billed in one-hour increments detailing actual service categories as stated in Article IX. Billings will be approved by appropriate DSAS staff. DSAS will not be subject to late fees or interest payment penalties. **UNDER NO CIRCUMSTANCES SHALL DSAS REIMBURSE THE PROVIDER MORE THAN \$460,000.00 WHICH IS THE TOTAL OF THIS CONTRACT.**

All invoices should be forward in duplicate to:

Department of Senior & Adult Services
Attn: Financial Services
1701 East 12th Street, Lower Level
Cleveland, OH 44114

ARTICLE IX – PAYMENT TIME LIMIT:

DSAS reserves the right to withhold payment from the Provider in the event rosters for services rendered are not submitted for payment in a timely manner based on the following:

- a. Billing Rosters received by DSAS 1-10 calendar days after the due date will be subject to a 5% reduction in amount billed to be paid to the provider.
- b. Billing Rosters received by DSAS 11-20 calendar days after the due date will be subject to a 10% reduction in amount billed to be paid to the provider
- c. Billing Rosters received by DSAS later than 20 calendar days after the due date will be subject to a 20% reduction in amount billed to be paid to the provider.

ARTICLE X – REPORTING:

The Provider will submit an annual report to DSAS within 30 days after the expiration of the contract. Such annual report will include the number of referrals and guardianships awarded by month. These will be broken down (in number and percentage of total) by

referral source, sex race, age, presenting decision at time of referral, disposition, and location of clients before and after guardianships based upon a six-month tracking beyond the appointment of the guardian.

The annual report should be forwarded to:

Department of Senior & Adult Services
Attn: Maureen Crider-Wallace, Deputy Director
1701 East 12th Street, Lower Level
Cleveland, OH 44114

ARTICLE XI - RIGHT TO AUDIT:

DSAS reserves the right to audit and monitor the manner in which the terms and conditions of this contract are being carried out and evaluated through periodic operational reviews, the extent to which the goals and objectives provided by the Adult Guardianship Services are being achieved.

ARTICLE XII – RESPONSIBILITY FOR FINANCIAL/PROGRAM AUDIT:

Upon request, the Provider agrees to obtain an independent financial and/or program audit of expenditures, or determination of program eligibility or both if required by DSAS on the basis of evidence of misuse of improper accounting of funds or in determinations of eligibility for which the Provider is responsible. The Provider will make available the audit report and its findings within 10 days of receipt, to DSAS or another duly appointed agents of the County or its duly appointed agent. The cost incurred in conducting the fiscal/program audit will be assumed in its entirety by the Provider.

ARTICLE XIII – ANTI-DISCRIMINATION:

DSAS and the Provider agree that as a condition of this contract, there shall 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 VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans With Disabilities Act of 1992. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract.

The Provider also agrees as a condition of the contract to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S. C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. If the Provider is found to be out of compliance with any aspects or this provision, it may be subject to investigation by DSAS, the County or its duly appointed agent and subject to termination of this contract.

ARTICLE XIV – INDEMNITY:

The Provider agrees that it will, at all times during the existence of this vendor contract indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County, any and all of its officers, agents, servants or employees, thereof, for or on account of any injuries or damages received or sustained by a party or parties from any act of The Provider, its servants or agents that arise out of the injuries or damages sustained during performance of services against this contract.

ARTICLE XV - MODIFICATION/EXTENT OF AGREEMENT:

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

ARTICLE XVI – CONTRACT TERMINATION:

DSAS shall have the right to terminate this agreement for any reason as a result of the Provider's failure to perform all contract deliverables as specified within this agreement. Either party shall have the right to terminate this contract upon thirty (30) days written notice to the other party if either party does not meet the terms and conditions specified in this contract. Payment for all services provided in accordance with the provisions of this contract are contingent upon the availability and appropriation of local funding and allocation of federal funds annually.

ARTICLE XVII - ELECTRONIC TRANSACTIONS:

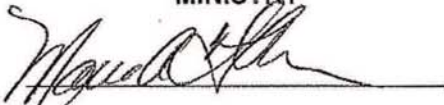
By entering into this contract, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree 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 transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the County and Provider have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

LUTHERAN METROPOLITAN
MINISTRY

County of Cuyahoga, Ohio
CUYAHOGA COUNTY

By:



By:

MARIA A. FOSCHIA, DIRECTOR
ADULT SUPPORT AND ADVOCACY
LUTHERAN METROPOLITAN MINISTRY

Edward FitzGerald, County Executive