

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

THIS AGREEMENT, effective as of the 1st day of January 2011, is by and between CUYAHOGA COUNTY, on behalf of the Department of Children and Family Services (hereinafter called **CCDCFS OR COUNTY**) and The Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called **COURT**) doing business at 2163 E 22nd Street, Cleveland, OH 44115 (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;

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. The PARTIES WILL USE THE FOLLOWING AS TRIAGE CRITERIA:

In order to better maximize the services provided by the Diagnostic 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 Diagnostic Clinic, or if a more appropriate alternative exists

It is proposed that when a referral is made, the Clinical Coordinator in conjunction with the Director 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 have significant mental health issues and their mental health factors directly into their actions which have led to their court involvement. Referrals that do not meet these criteria will be returned to the CCDCFS Supportive Services Unit.

By limiting evaluations to persons with significant mental health issues, clinicians can offer more focused and relevant recommendations, such as any reservations about the youth 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 bindover

2. The person must have a serious mental health disorder, (such as chronic suicidal or homicidal ideation, or chronic self-mutilization)
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 Ohio Department of Youth Services or Youth and Family Community Partnership commitment

B. The scope of the assessment is described as follows:

The Diagnostic Clinic will be able to provide comprehensive psychological evaluations on adults referred to the Juvenile Court Diagnostic Clinic from CCDCFS. Once it has been deemed by the Clinical Coordinator and Clinical Director that the referred individual meets inclusion criteria, the evaluation will then be scheduled.

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 consultant
4. Telephone interview with social worker and other collateral contacts as deemed necessary.
5. Five axis diagnosis
6. Treatment recommendations
7. Identification of parenting strengths/weakness and/or risk factors for abuse/neglect and recommendations to reduce risk
8. Consultants are also available for face-to-face consultations at the Diagnostic Clinic with the social worker as needed.

These evaluations will not consist of an interactional, and are not custody evaluations. Thus, no recommendations regarding custody issues will or can be made. Further, the consultants cannot make recommendations that the department should or should not seek Emergency Custody (EC), Temporary Custody (TC), or Permanent Custody (PC). Also, the evaluations cannot directly address reunification issues. However, the clinical information produced by these evaluations will provide critical information and give the social worker clear guidance and assistance in managing cases.

In cases where inclusion criteria are not met, the Clinical Coordinator will provide a written rationale for the rejection and submit to the CCDCFS Supportive Services Unit. The Clinical

Coordinator 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 3 weeks of the final session with the client.

In cases where an evaluation was conducted and the case then proceeds to court within a (1) one-year timeframe, in lieu of a second evaluation being performed, the CCDCFS primary social worker will meet with the Clinician who conducted the evaluation, who will then write an addendum to the previous report indicating support (if warranted) for moving the case from, for example, Temporary Custody to Permanent Custody.

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. The average evaluation will require 8-10 hours to complete. The Juvenile 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 3 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 may not remit payment to the Court for families served for which referrals were not issued by CCDCFS. The Diagnostic Clinic will forward any Jurists' 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 order received.

II. Contract Period:

A. Contract Period

This Contract will be effective for the twelve (12) month period from January 1, 2011, through December 31, 2011, both inclusive, unless otherwise terminated, at an amount not to exceed the following amount, which shall be identified as the Maximum Dollar Amount, based on the current per diem for each service provided.

The Court agrees to complete any and all referrals accepted by the Court, which may be in process, even if the hourly per diem exhausts the \$176,000.00 maximum dollar amount of

this contract prior to December 31, 2011

The Maximum Dollar Amount is \$176,000.00.

B Closure of the Contract Billing Period

The CCDCFS must have a date certain to receive all billing statements for the contract period listed above. The county will not accept or process any initial invoices for the Contract Period identified in this contract received after 4:30 pm sixty (60) days following the end of the Contract Period.

For example, if the Contract Period ends December 31, 2011, then the sixty (60) day period expires 4:30 pm on March 1, 2012. Billing statements received prior to the appropriate time period will be processed per the contract guidelines. As long as the initial invoice is received prior to the closure, the invoice will be deemed timely and, if payment is denied or partially paid, no resubmission is required. Invoices submitted after the sixty (60) day period shall be deemed untimely and shall not be paid by CCDCFS. The CCDCFS will reject and not consider such late invoices for payment.

III. Availability of Funds:

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

IV. Referral Procedure:

A. CCDCFS Referrals:

A CCDCFS worker will need to submit a referral to the Supportive Services Department. Once approved, Supportive Services 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 Court Clinic contact person. Once the Court has had contact with the referral, the Court will email 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, the Court will contact CCDCFS Supportive Services 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 Juvenile Court.

V. Invoice/Payment:

The COURT will submit monthly, a detailed invoice specifying the number of hours services were rendered, staff providing service, contract number and description of work.

concluded for the month. This will be submitted no later than the 15th day following the month services are rendered. The invoices are to be submitted to:

Cuyahoga County Department of Children & Family Services
Supportive Services Unit
3955 Euclid Avenue, Room 306w
Cleveland, Ohio 44115

Once received and approved, invoices will be submitted to the Accounting Department for payment by the Supportive Services Unit. CCDCFS will use its best efforts to provide payment to the COURT within thirty (30) days after receipt of an accurate invoice.

VI. Confidentiality:

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

VII. Civil Rights:

The PARTIES agree that as a condition of this contract, 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. It is further agreed that the COURT will fully comply with all appropriate Federal and State laws regarding such discrimination.

VIII. Termination of Contract:

Either party may terminate this 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 contract 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 of the compensation 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 contract.

IX. Department not Obligated to Third Parties:

The CCDCFS shall not be obligated or liable hereunder to any party other than the COURT.

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 Cuyahoga County. Any such modification to this contract shall be evidenced in writing and signed by both parties.

XI. Notices:

Any notices and reports required by this contract 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 transmission.

CCDCFS: Supportive Services Unit Supervisor, Raymond James
Cuyahoga County Department of Children & Family Services
3955 Euclid Avenue, Room 306w
Cleveland, Ohio 44115
(216) 881-4298

COURT: Court Administrator
2163 E 22nd Street
Cleveland, OH 44115
(216) 443-8400

XII. Extent of Contract:

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

XIV. Non-Assignment:

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

XV. Licensing

During the contract 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 contract. All staff employed by the Court that furnishes services pursuant to this contract 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 contract and may be grounds for termination.

XVI. Electronic signature:

BY ENTERING INTO THIS AGREEMENT, THE COURT AGREES 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. 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.

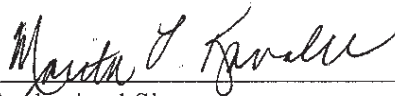
In **Witness Whereof**, the COUNTY and COURT have entered into this contract as of the day and year written above.

CUYAHOGA COUNTY, OHIO

Authorized Signature

Date

**CUYAHOGA COUNTY
JUVENILE COURT**



Authorized Signature

10 15 10

Date