

**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 _____, 2011 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. 25th 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 **\$669,556.00; 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 care and education for children prenatal through five through the goals of effective parents and families; safe and healthy children; preparing children for school and a community committed to early childhood; and OEC desires the services of the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County to develop and administer programs for 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, 2011 through December 31, 2011**, unless terminated in accordance with procedures enumerated in **Section VII** 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, including participating on and progressing the work of IIC's ECMH Strategy Sub-Committee.
- Assure that an RFP/RFQ process will be utilized in accordance with ADAMHSB's Awarding of Contracts policy.
- 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 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 390 children receive Early Childhood Mental Health Services.
- 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.
- As requested, assist in developing print materials on early social-emotional development.
- Collaborate with OEC, Case Western Reserve University and others to develop 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 noted within this contract as well as child/family demographic and service outcomes (i.e. minimum data set) 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:

- 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 Mental Health System Building:

- ADAMHSB, in working with OEC and IIC partners, will define an early childhood mental health continuum of services and infrastructure needed to effectively execute the continuum in order to position early childhood mental health as a core strategy of a comprehensive early childhood system, prenatal to Kindergarten, of Invest in Children.
- Obtain and utilize an electronic information system that is able to adequately capture and report child/family demographic and service outcomes (i.e. minimum data set) to be used for program evaluation and management purposes; Assist contracted agencies in the use of this information system as warranted/requested.
- Provide assistance to OEC and/or CASE in obtaining a sub-set of data on the three to five year old population for the purpose of assessing service usage and overall system building.

Reporting and Performance Measures:

The following performance measures will be reported to OEC's Evaluation Manager on a quarterly basis.

- # 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)
- # of children newly opened in the quarter by agency and referral source
- # of children served from the previous quarter
- # of children closed during the quarter
- # unduplicated children served year-to-date on a quarterly basis (i.e. from Jan.-March, Jan.-June, Jan.-Sept, and Jan.-Dec.)
- # of units of service (assessment and treatment) per child by agency
- # of children eligible for Medicaid
- Narrative summary of each provider agency, including accomplishments, barriers/challenges, training/technical support needs, etc.
- Verbal and written updates, as requested, regarding the status of the ECMH work plan.
- Other indicators as mutually agreed upon.

II. TERMS OF SERVICE

This Contract is effective on the **1st day of January 2011 through the 31st day of December 2011** for costs associated with the Early Childhood Mental Health Program.

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 value of this contract shall not exceed **\$669,556.00** in the aggregate for actual purchased service and administrative costs associated with the Early Childhood Mental Health Program.

VI. FUNDING AVAILABILITY

Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of, State and/or Federal funding.

VII. INVOICING REQUIREMENTS

To facilitate reimbursement for all costs associated with the Early Childhood Mental Health Program, ADAMHSB shall prepare and submit monthly 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 service month 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 interpreted in accordance with the laws of the State of Ohio including the Ohio Revised Code (ORC).

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 M. 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

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 electronics means, and that the electronic signatures affixed by the 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 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 _____, 2011.

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

By: William M. Denihan 
William M. Denihan, CEO

COUNTY OF CUYAHOGA, OHIO

By: _____
Edward FitzGerald, County Executive