

CONTRACT

CUYAHOGA COUNTY ADULT PROBATION SUBSTANCE ABUSE RESIDENTIAL TREATMENT PROGRAM

This contract made and entered into this ____ day of _____, 2011 by and between the County of Cuyahoga, Ohio (hereinafter referred to as the "County"), on behalf of the Cuyahoga County Corrections Planning Board (hereinafter referred to as the "Corrections Board") and the Cuyahoga County Common Pleas Court (hereinafter referred to as the "Court") and the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County a county office located at 2012 West 25th Street, Sixth Floor, Cleveland, Ohio 44113 (hereinafter referred to as the "ADAMHSB") for substance abuse treatment services in a residential setting

WHEREAS, the ADAMHSB has reviewed this proposal and finds it to be consistent with its Mission Statement, the ADAMHSB agrees to extend contracts with a Panel of treatment service agencies (hereinafter referred to as Panel Agencies) to provide said residential treatment services, and to accept an award in the amount not to exceed \$593,465.00. Continued contract funding is based on the availability of Cuyahoga County Common Pleas Court levy funds (\$513,465.00) and Community Correction Act funds of (\$80,000.00) for the period beginning January 1, 2011 and ending December 31, 2011, subject to the terms and conditions of this agreement.

TERMS AND CONDITIONS:

1. The ADAMHSB, upon execution of contract extensions with the current Panel Agencies (Fresh Start, Inc., Matt Talbot/Catholic Charities, and ORCA), shall forward copies of said Contract Amendments to the Corrections Board Administrator prior to the initial payment of this inter-agency contract.
2. None of the services covered by this contract shall be contracted to any agency or organization, other than the selected Panel Agencies.
3. The Panel Agencies selected may be changed and/or modified as needed to meet program goals and objectives, upon mutual agreement of the Court and the Panel Agencies. No program changes shall modify or change the terms and conditions of the Panel Agencies' contract with the ADAMHSB.
4. The ADAMHSB shall perform the following functions with regard to this contract, including but not limited to:
 - a. Serve as the fiscal agent for the disbursement and monitoring of funds;
 - b. Monitor treatment services to verify adherence to the requirements outlined in the governing Request for Proposal (Attachment "A"), along with the rules and regulations of the Federal Government, the State of Ohio, and the County of Cuyahoga;
 - c. Ensure that statistical records and clinical records are consistent with the requirements identified in the Ohio Department of Alcohol and Drug Addiction Services Treatment Standards.

5. Through the ADAMHSB's contract with Panel Agencies, and through continuous quality improvement monitoring, the ADAMHSB shall ensure the following:
- a. The Cuyahoga County Common Pleas Court funds in this contract will be used only for the activities specified in the attached program narrative. Funds shall not exceed \$593,465.00;
 - b. The ADAMHSB shall assure that the Panel Agencies maintain all appropriate certification required for providing identified alcohol and other drug treatment services in the State of Ohio;
 - c. The ADAMHSB shall notify the Corrections Planning Board Administrator in writing whenever the services to be provided to the Probation Substance Abuse Residential Treatment Program by Panel Agencies are materially revised or the approved operation or method of financing is materially changed;
 - d. Necessary records and accounts including financial and property controls shall be maintained and made available for audit purposes to the Adult Probation Department/Corrections Planning Board;
 - e. The Court may converse with Panel Agencies' staff regarding program participants and/or client issues with an appropriate release of information. Panel Agencies shall adhere to confidentiality stipulations set forth in 42 CFR and the Health Insurance Portability and Accountability Act (HIPAA.);
 - f. Panel Agencies shall ensure that no current or future employee providing direct client services is under active probation, parole, or under indictment for a felony offense;
 - g. Panel Agencies and their employees are prohibited from establishing compromising relationships with program participants, and/or the probation staff, and will report any improprieties or the appearance thereof immediately to the Cuyahoga County Common Pleas Court Administrator;
 - h. Panel Agencies shall provide a list of staff that will provide services under this contract. The listing shall include each staff member name, title, experience and qualifications;
 - i. Panel Agencies shall, upon request of the Court, respond to a subpoena, and appear and testify in any legal proceedings convened by the court at Panel Agencies' cost;
 - j. Panel Agencies shall notify the Chief Probation Officer of the Adult Probation Department of Common Pleas Court (or his designee) immediately upon receipt of any legal process requiring disclosure of records of participants;
 - k. In performance of this contract, the Panel Agencies shall guarantee confidentiality of County records. County records shall not be released to other agencies, except as outlined in Item N. The Panel Agencies are fully bound by the provisions of the Federal Regulations governing the confidentiality of alcohol and drug abuse client records (Title 42, CFR, Part 2

and 45 CFR, HIPAA). All parties undertake to institute appropriate procedures for safeguarding all personal health information of program participants;

- l. Panel Agencies shall make available, with appropriate release of information, any records generated by Panel Agencies relating to a participant in accordance with any of the following: a court order, a written request of the Chief Probation Officer (or his designee), a written request of the Corrections Board Administrator, a request by probation staff whose clients are assigned to the Probation Substance Abuse Residential Treatment Program.
- m. Panel Agencies shall ensure that any personal or monitoring information for any participant made available shall be used only for the purpose of carrying out the provisions of this contract. Participant information shall not be divulged to any person except as may be necessary for the performance of the contract;
- n. Panel Agencies shall cooperate with and provide any additional information as may be required by the Common Pleas Court Adult Probation Department or the Corrections Planning Board in carrying out an ongoing evaluation of the program;
- o. All Panel Agencies' facilities utilized under this contract must be located within Cuyahoga County and all Panel Agencies are licensed and/or certified by the Ohio Department of Alcohol, Drug Addiction and Mental Health Services Board(ODADAS). Any change in a Panel Agency's location, if re-located outside of Cuyahoga County, license or certification by ODADAS during the term of this contract must be communicated to the Court immediately and may result in disqualification for future Probation Substance Abuse Residential Treatment Program placements.

6. Method of Payment

- a. The amount of this contract for the residential treatment services paid for by the Court to the ADAMHSB shall not exceed \$593,465.00 for this one year contract. Treatment and housing costs shall be reimbursed on a per diem basis according to the rate proposed and accepted during the governing Request for Proposal process and shall not exceed:
 - \$85.00 Per Diem for residential substance abuse treatment services to include a minimum of 30 hours per week dedicated to substance abuse treatment
 - \$105.00 Per Diem for residential substance abuse treatment services for dually diagnosed offenders. Services are to include a minimum of 30 hours per week dedicated to substance abuse/mental health treatment and must incorporate medication maintenance groups into the curriculum as well as case management activities to ensure coordination with community mental health providers.

- b. The Court shall initiate the appropriate inter-agency funds transfer upon receipt and verification of all charges submitted by the Panel Agencies. The Panel Agencies shall submit monthly invoices, with supporting documentation (not limited to but including client progress reports and all discharge summaries clearly indicating the discharge outcome), to the Cuyahoga County Corrections Planning Board and upon approval of the billing, the Corrections Planning Board will initiate payment through the Cuyahoga County Auditor to the to the ADAMHSB.
- c. Invoices (including progress reports and discharge summaries), program narrative reports, and fiscal reports of services provided shall be submitted to:

Maria Nemec, Board Administrator
Cuyahoga County Corrections Planning Board
1276 West Third Street, Suite 700
Cleveland, Ohio 44113

7. Liability

The ADAMHSB shall insure that Panel Agencies, as the residential treatment Panel Agencies implementing this program, have sufficient public liability insurance. To the extent permitted by law, the ADAMHSB and Panel Agencies shall indemnify and hold the Cuyahoga County Court of Common Pleas, the Cuyahoga County Adult Probation Department, the Cuyahoga County Corrections Planning Board and their employees harmless from and against any claims based upon the ADAMHSB's or its selected Panel Agencies' performance of its obligations under this contract.

8. Amendment

This contract constitutes the entire contract of the parties and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties, with the exception that programmatic changes may be made as outlined in Terms and Conditions - Item 3 of the contract. All parties agree that no representation shall be binding upon any party hereto unless in writing.

9. Electronic Signature

By entering into this contract I agree on behalf of the contracting County agency, 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 signature policy of Cuyahoga County.

10. Termination & Renewal

Either party may terminate this contract prior to its stated expiration with sixty (60) days written notice to the other party. This contract may be renewed at the option of Cuyahoga

County by written agreement of the parties. Said renewal shall be at the rate indicated herein, or at such rate as shall be mutually agreed by the parties, subject to the continued availability of funding from the Cuyahoga County Common Pleas Court.

IN WITNESS WHEREOF, the COUNTY and the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County hereby execute this Contract as of this _____ day of _____, 2011.

County of Cuyahoga, Ohio

By: 

Edward FitzGerald, County Executive

Date

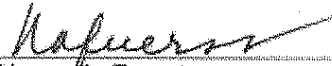
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Date



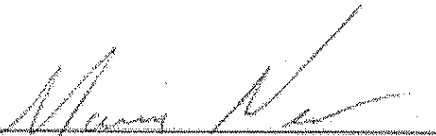
William M. Denihan
Chief Executive Officer
Alcohol, Drug Addiction & Mental Health Services Board
of Cuyahoga County

1/10/11
Date



Hon. Nancy A. Fuerst
Presiding Judge
Cuyahoga County Common Pleas Court

1-12-11
Date



Maria Nemec, Board Administrator
Cuyahoga County Corrections Planning Board