

## 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 **The Covenant Adolescent Chemical Dependency Treatment and Prevention Center, Inc.**, a corporation not-for-profit, with principal offices located at 1515 West 29<sup>th</sup> Street, Cleveland, Ohio 44113, Federal [REDACTED] (hereinafter called the "VENDOR").

### WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct a **dual diagnosis assessment** 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 authorization; and are expected to fully participate in all parenting groups.
- B. **Dual diagnosis (substance abuse and mental health) 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.

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 Adolescent Dual-Diagnosis Structured Interview Protocol and/or the GAIN assessment 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 shall not exceed three (3) hours and shall 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.
- C. 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.
- D. 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.
- E. 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 1515 West 29<sup>th</sup> Street, Cleveland, Ohio 44113

**B. CONTACT PERSON:**

Rich Piazza  
The Covenant  
1515 West 29<sup>th</sup> Street  
Cleveland, Ohio 44113  
(216) 574-9000

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

**OBJECTIVES**

1. 100% of the referred YOUTH will be contacted for dual diagnosis assessment services within 24 hours of receipt of referral information.
2. 95% of youth admitted to the assessment service during the fiscal year will successfully complete the program
3. 100% YOUTH exhibiting dependency/ substance abuse will have an Individual Treatment Plan developed.

**PERFORMANCE INDICATORS**

1. Number of referred YOUTH who are contacted for dual diagnosis assessment services within 24 hours of receipt of referral information compared to those YOUTH who are not contacted.
2. 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.
3. Number of referred YOUTH exhibiting dependency/ substance abuse who have an Individual Treatment Plan developed, compared to referred YOUTH with no IIP developed.

**V. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed \$10,000.00 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

- |   |                     |
|---|---------------------|
| 1 Dual Diagnosis Assessment(MAC SIS code H0031) | <b>\$96.25/hour</b> |
|---|---------------------|

**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. 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.
- XIV. 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.
- XV. 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.

The Covenant Adolescent Chemical Dependency Treatment and Prevention Center, Inc.

By: Richard J. Piaggio, EXECUTIVE DIRECTOR

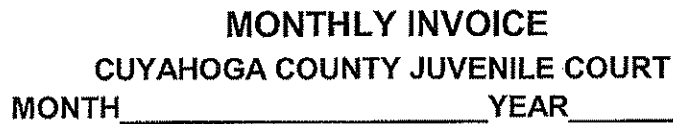
Cuyahoga County Juvenile Court

By: Marita Kavalec 3/24/11  
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

By: EG  
Edward FitzGerald, County Executive

# ATTACHMENT A



AGENCY \_\_\_\_\_ PROGRAM \_\_\_\_\_  
ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_  
NUMBER OF YOUTH INVOICED \_\_\_\_\_ INVOICE # *(not to exceed 8 characters)* \_\_\_\_\_

**Names of Youth and Total Cost Per Youth (Use Additional Sheets if Necessary)**

[illegible]

**AUTHORIZED FISCAL SIGNATURE:**

DATE: \_\_\_\_\_

**AUTHORIZED PROGRAM SIGNATURE:** \_\_\_\_\_

DATE: \_\_\_\_\_



## 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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CONTACT PERSON: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL \_\_\_\_\_

**\* TERMINATION CODES:**

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