

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2011 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Juvenile Court (hereinafter called the "COURT") and **Begun Center for Violence Prevention**, Mandel School of Applied Social Sciences, Case Western Reserve University, (an institution of higher education) with principal offices located at 11235 Bellflower Road, Cleveland, Ohio 44106, (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct a **MST Training and Consultation Program** and the VENDOR can provide these services from July 1, 2011 to June 30, 2012.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. DESCRIPTION OF SERVICES -The VENDOR shall provide the following:
 - A. Weekly MST telephone consultation for up to four (4) MST Clinical Teams consisting of a Ph.D. or Masters level supervisor and up to four (4) Masters level counselors per team. This weekly telephone consultation will average one hour per MST Clinical Team per week for up to 36 weeks during the year.
 - B. Four (4) Booster training sessions per team with no more than two (2) MST clinical teams combined in one booster session.
 - C. The COUNTY and the COURT shall inform the VENDOR of any changes in the nature of the population served by the COUNTY and the COURT'S MST program, the number of clients served and counselors employed by the COUNTY and the COURT, and of any policies that affect the frequency, intensity, or fidelity with which counselors can deliver the MST model of treatment.
 - D. Counselors will provide necessary paperwork for telephone consultation to VENDOR at least 24 hours prior to scheduled consultation.
 - E. The VENDOR will provide development of the Program Implementation Review for every six month period of time of program implementation.
 - F. The VENDOR will provide organizational and clinical consultation on an as-needed basis.

II. OPERATIONAL DETAILS – Contact person:

<u>VENDOR</u>	<u>COUNTY</u>	<u>COURT</u>
Wendy Boerger	Kristen Blaze	Steven Sloane
Dept Administrator	Social Prog. Admin., MST	MST Manager
Begun Center for Violence Prevention	Children & Family Services	Juvenile Court
MSASS	3955 Euclid Avenue, 226E	2163 East 22 nd Street
Case Western Reserve University	Cleveland, Ohio 44115	Cleveland, Ohio 44115
11235 Bellflower Road	(216) 881-5474	(216) 443-3193
Cleveland, Ohio 44106	blazek@odjfs.state.oh.us	ssloane@cuyahogacounty.us
(216)368-5235		
wendy.boerger@case.edu		

III. BUDGET- Funding for this AGREEMENT is contingent upon the availability of funds. Funding for this AGREEMENT shall not exceed **\$76,500.00** for the entire AGREEMENT period.

A. Fees: Consultation and training fees shall be \$72,000.00 for all four (4) teams with the COUNTY or the COURT MST programs. **The VENDOR shall invoice both the COUNTY and the COURT separately and quarterly according to the following payment schedule.**

<u>Quarter</u>	<u>COUNTY Costs</u>	<u>COURT Costs</u>
1 st Quarter (<i>July 2011 - September 2011</i>)	\$9,000.00	\$9,000.00
2 nd Quarter (<i>October 2011 - December 2011</i>)	\$9,000.00	\$9,000.00
3 rd Quarter (<i>January 2012 - March 2012</i>)	\$9,000.00	\$9,000.00
4 th Quarter (<i>April 2012 - June 2012</i>)	<u>\$9,000.00</u>	<u>\$9,000.00</u>
TOTAL	\$36,000.00	\$36,000.00

When needed by the COUNTY or the COURT, additional orientation training for new MST therapists or as required due to attrition of existing (previously trained) MST program personnel can be provided by the VENDOR. An additional six (6) trainings (four for the COUNTY and two for the COURT) shall be offered by the Ohio-based training will be offered at a rate of \$750.00 per trainee. Invoicing for the training, if utilized, shall be separate from the quarterly payments listed above and shall sent directly to the agency whose therapists received the training.

All invoicing shall be sent to the following individuals:

<u>COUNTY</u>	<u>COURT</u>
Kristen Blaze	Karen Lippmann
Social Program Administrator, MST	Cuyahoga County Juvenile Court
Dept. of Children & Family Services	2163 East 22 nd Street
3955 Euclid Avenue, 226E	Cleveland, Ohio 44115
Cleveland, Ohio 44115	(216) 698-4791
(216) 881-5474	klippmann@cuyahogacounty.us
blazek@odjfs.state.oh.us	

- B. Incurring Costs: The COUNTY and 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. Invoice Review: The COUNTY and the COURT shall accept the electronic invoice as evidence of its receipt by the COUNTY and the COURT. The electronic invoice shall be deemed received the date it is sent by the VENDOR. The COUNTY and the COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COUNTY and the COURT.
- D. Conflict of Interest: The VENDOR shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the COUNTY and the COURT, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee, unless the services or goods involved are provided at a competitive cost or under terms favorable to the VENDOR.
- IV. 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 COUNTY and the COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT.
- V. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COUNTY and the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information enclosed.
- VI. ON SITE VISITS - The COUNTY and the COURT and the State of Ohio shall be allowed to access, review and discuss project activities, program records and to interview individual youth, family, and/or project staff that are served or paid in whole or in part under this AGREEMENT. Appropriate documentation for each financial transaction shall be available for examination upon request by the COUNTY and the COURT, The Ohio Department of Job and Family Services, the Ohio Auditor of State, or the United States Department of Health and Human Services.
- VII. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the COUNTY and the COURT upon request.
- VIII. INDEMNITY - The VENDOR agrees to indemnify and save harmless the COUNTY and 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.

- IX. 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 operations under the terms of this contract. Such coverage may be through insurance policies or self-insurance programs maintained by the VENDOR.
- X. 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.
- XI. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COUNTY and the COURT.
- XII. RELIGIOUS AFFILIATIONS - Religious programs/programming, if offered, shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XIII. CONFIDENTIALITY - The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COUNTY and the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COUNTY and the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate agreement with its employees to that effect.
- XIV. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall notify the COUNTY and the COURT immediately of any sanction, change in license, and/or corrective action plan imposed any of the following agencies: The Ohio Department of Jobs and Family Services (ODJFS), The Ohio Department of Alcohol and Drug Addiction Services (ODADAS) or The Ohio Department of Mental Health (ODMH).
- XV. 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 COUNTY and the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COUNTY and the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XVI. TERMINATION - This AGREEMENT may be terminated by either party upon thirty (30) days prior written notice to the other party. Termination pursuant to this paragraph shall not affect the COUNTY and 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.

- XVII. BREACH OF AGREEMENT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COUNTY and the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COUNTY and the COURT is not effective unless it is in writing and signed by the COUNTY and the COURT.
- XVIII. SERVICE CONTINUITY - In the event that the funding for the program is not renewed, and the AGREEMENT provides for direct YOUTH services, then the VENDOR shall develop a plan for YOUTH still receiving service at the end of the contract period. This plan shall consist of a re-assessment of the YOUTH'S progress and a determination of the best course of action for the YOUTH. Choices would include closing cases, accelerating services or aiding in transferring cases to a funded program.
- XIX. CRIMINAL RECORDS CHECK - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COUNTY and the COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.
- XX. 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.

Begun Center for Violence Prevention, Mandel School of Applied Social Sciences,
Case Western Reserve University

By: Diane Domanovics 8/10/11
Diane Domanovics, Assistant Vice President, Research

By: John Sideras 8.11.11
John Sideras, Senior Vice President Finance & CFO

Department of Children and Family Services

By: Patricia L. Rideout
Patricia Rideout, Chief Administrator

Cuyahoga County Juvenile Court

By: Marita J. Kavalec
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By: Ed FitzGerald/apc
Edward FitzGerald, County Executive