

CONTRACT

Between
COUNTY OF CUYAHOGA, OHIO,

And
JK ~~MHS, Inc.~~ *Mental Health Services for Homeless Persons, Inc.*

THIS AGREEMENT entered into this ___ day of 2012, by and between the County of Cuyahoga, Ohio, on behalf of the Cuyahoga County Department of Public Safety and Justice Services (hereinafter called the "COUNTY") and ~~MHS, Inc.~~ (hereinafter called the "Mental Health Services") a not-for-profit corporation with offices located at 1744 Payne Avenue, Cleveland, Ohio 44114 *JK* **Mental Health Services for Homeless Persons, Inc.*

WHEREAS, the Cuyahoga County Children Who Witness Violence Program (hereinafter "Children Who Witness Violence Program") is committed to acquisition of a crisis intervention and assessment service as well as a voucher pool for therapeutic and supportive services; and

WHEREAS, Mental Health Services is an agency engaged in providing mental health services,

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the County and Mental Health Services hereby agree as follows:

I. PURCHASE OF SERVICES

Subject to the terms and conditions in this contract, the County agrees to purchase certain services to be provided by Mental Health Services for the purpose of operating a crisis intervention service to respond to police calls where children have witnessed violence in order to stabilize the crisis, provide mental health intervention, plan for the safety of the child and conduct a comprehensive assessment and for operation of a voucher pool of funds to purchase therapeutic and supportive services by a participating agency for children and families involved in the Children Who Witness Violence Program.

II. SCOPE OF SERVICES

Mental Health Services shall:

- A Operate a 24 hour/day, seven-day/week phone line to respond to appropriate police contacts
- B Respond to police contacts as defined by Children Who Witness Violence Program by:
 - a Dispatching a worker to the site of service to arrive within 24 hours and as quickly as 30 minutes after the completion of the phone contact, or whenever the family requests, or

- b Communicating to the police when and how a worker will make contact with the children and family members, when a worker is not available
- C Provide at least one staff member 24 hours/day, seven days/week to conduct the intervention including but not limited to:
 - a. Stabilizing the crisis situation
 - b Providing immediate mental health intervention
 - c. Planning for the safety of the child witness and family
 - d Developing a comprehensive assessment of the child and family
 - e Referring to on-going services where appropriate
 - f Provide services quickly within a short period of time fulfilling the requirements established in the policies and procedures developed for the crisis intervention
- D Provide a Case Manager to determine Medicaid eligibility to link families to on-going services.
- E Provide a Program Manager to coordinate and oversee all aspects of the program.
- F Collect data to ensure effective program oversight and appropriate participation in the program evaluation
- G. Collect and share all data in a timely manner to ensure effective program oversight and participation in program evaluation by Cuyahoga County, or Cuyahoga County evaluation designee
- H Work collaboratively with Cuyahoga County and/or Cuyahoga County evaluation designee to promote dissemination of project-related information
- I Obtain consent of parent or guardian for participation in services after crisis stabilization.
- J Provide the aforementioned services to families in the First and Fourth Police Districts of the City of Cleveland, Euclid, Lakewood, Maple Heights, and Beachwood as well as other communities when expansion is deemed appropriate
- K Conduct an assessment of children and families to make appropriate referrals to participating agencies
- L Provide a Quality Assurance Specialist to review voucher services, maintain clinical records, and authorize voucher payments according to policies and procedures established for the voucher services
- M Provide a part-time Accounting Clerk to process payments, maintain the voucher system, and prepare reports
- N Provide the Children Who Witness Violence Program monthly reports to be submitted with the service invoices that includes the following information:
 - a The number of clients served, timing of service, nature of service
 - b The number of clients referred to on-going services and to which agency the client is referred
- O Provide the Children Who Witness Violence Program with copies of the contracts with each community mental health agency that provides trauma services to the children and families to the Program

III. COUNTY RESPONSIBILITY

The Children Who Witness Violence Program shall:

- A Provide direction to Mental Health Services personnel to support successful operation of the crisis response, assessment services, and voucher pool for therapeutic and supportive services
- B Convene necessary program participants to support the successful integration of services
- C Establish protocols in conjunction with the participating communities to ensure equitable access to service
- D Provide final written approval for agencies eligible to offer services, description of services and cost of services.
- E Provide quality assurance related to the management of the services as well as the effectiveness of the crisis intervention and assessment service and communicating to Mental Health Services the County's level of satisfaction
- F Respond to operational issues that arise in a way that supports improving the service
- G Provide controls to assure that utilization of services shall not exceed agreed upon capacity.

IV. BUDGET AND METHOD OF COMPENSATION

(VOCA/SVAA Grant Award provided as Attachment A)

- A Compensation to Mental Health Services shall be through cost reimbursement not to exceed the total Grant Award, but line item changes up to 10% of the total line item are permissible under the following circumstances:
 - 1 Mental Health Services requests the change in writing and
 - 2 The Coordinator of the Children Who Witness Violence Program approves the change in writing
- B Mental Health Services shall submit monthly invoices within fifteen (15) days after the end of the month of service delivery

V. TERM OF AGREEMENT

- A. Mental Health Services shall perform the services described from January 1, 2012 through ~~December 31, 2012~~. *Sept. 30, 2012* *JK*
- B Compensation to Mental Health Services is contingent upon the receipt of the dollars from the various funding sources. Should the dollars not be available Mental Health Services will be made aware of this and all invoices will be paid with the dollars remaining and the contract shall be terminated.

VI. CONTRACT TERMINATION

The County may terminate the contract for no cause with a thirty (30) day written notice to Mental Health Services. Only those services actually provided through date of termination will be paid

VII. MODIFICATIONS

By the mutual consent of the County and Mental Health Services, this contract may be modified whenever such modifications are deemed necessary. Any such modifications to the contract shall be reduced in writing and signed by both parties

VIII. ANTI-DISCRIMINATION

The County agrees that in the performance of this contract, there shall be no discrimination against any person because of race, color, sex, religion, or national origin as provided in Title VII of the Civil Rights Act and any such violation, thereof, shall be deemed a breach of the contract

IX. NOTICES

Any reports, notices, invoices, or communications required in this contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below

Cuyahoga County: Janet L. Kronenberg, Manager
Witness/Victim Service Center
310 W. Lakeside, Ste 300
Cleveland, OH 44113

MH Services: Susan Neth, Director
~~MHS, Inc.~~
1744 Payne Avenue
Cleveland, OH 44114

jk Mental Health Services for Homeless Persons, Inc.

IX. NON-ASSIGNMENT

Mental Health Services shall not assign or transfer any interest in this contract without the express written consent of the County and may subcontract for services only as expressly provided in this contract

X. ELECTRONIC TRANSACTIONS

Mental Health Services, its officers, employees, subcontractors, its officers, employees, subcontractors, sub grantees, agents or assigns, agree 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 Mental Health Services also agrees, on behalf of Mental Health Services, its officers, employees, subcontractors, its officers, employees, subcontractors, subgrantees, agents or assigns, to be bound by the provision 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

XI. INDEMNITY

- A Mental Health Services agrees that it will at all times indemnify and hold harmless the County of Cuyahoga, Ohio, the Children Who Witness Violence Program and any and all officers, agents, servants or employees thereof against any and all liability, loss, damages, cost or expense which the County of Cuyahoga, Ohio, and the Children Who Witness Violence Program may hereinafter sustain, incur, or be required to pay by reason of any child/family/individual suffering personal injury, death, property loss, or damage either while participating in or receiving services under this contract
- B Mental Health Services agrees to release, indemnify and to hold harmless the County of Cuyahoga, Ohio, the Children Who Witness Violence Program and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the failure of Mental Health Services to perform its duties and obligations under this contract

XII. CONFIDENTIALITY

Mental Health Services agrees to comply with all applicable federal and state laws concerning the confidentiality of the recipients of services under this contract. Mental Health Services understands that any access to the identities of any recipients of services shall only be as necessary for the purpose of performing its responsibilities under this contract. Mental Health Services agrees that the use or disclosure of information concerning service recipients for any purpose not directly related to the administration of this contract is prohibited

XIII. ENTIRE AGREEMENT

This agreement constitutes the full and complete expression of the contract between the parties and supercedes any prior or contemporaneous oral or written agreements. This contract shall not be amended except as indicated within this Agreement.

IN WITNESS WHEREOF, The County of Cuyahoga, Ohio, and Mental Health Services have caused this Agreement to be executed this ____ day of _____, 2012.

WITNESS:

WITNESS:

Michelle L. Duplantier

COUNTY OF CUYAHOGA, OHIO:

Edward FitzGerald, County Executive

Edward FitzGerald / *apc*
Edward FitzGerald, County Executive

MHS, INC

jk Mental Health Services for Homeless Persons, INC.

Susan Neth
Susan Neth, Executive Director