

CONTRACT

By and Between
County of Cuyahoga, Ohio
and
Cuyahoga County Community Corrections Association (4CA), Inc.

Halfway House Substance Abuse Treatment Program

This Contract made and entered into this ____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (the "**County**"), on behalf of the Cuyahoga County Common Pleas Court and the Cuyahoga County Corrections Planning Board (hereinafter "**Court**"), Cuyahoga County Community Corrections Association (4CA), Inc., a corporation not-for-profit, with principal offices located at 1710 Prospect Avenue, Cleveland, Ohio 44115 (hereinafter "**4CA**"), and the following halfway house agencies: Oriana House, Inc., located at 1829 East 55th Street, Cleveland, Ohio 44103, Community Assessment and Treatment Services, located at 8415 Broadway Ave., Cleveland, Ohio 44127, and The Salvation Army Harbor Light, located at 1710 Prospect Ave., Cleveland, Ohio 44115 (hereinafter "**Provider Panel**"). This Contract is for supervised residential treatment programming for men and women placed in the Halfway House Substance Abuse Treatment Program (hereinafter "**HHSAT**"). Performance of services specified in the Contract shall be for the time period to commence on July 1, 2012 and continue through June 30, 2013 in the amount not to exceed \$425,000.00 (Four Hundred Twenty-Five Thousand Dollars).

I. PROGRAM DESCRIPTION:

The Cuyahoga County Corrections Planning Board ("Board") has received funding from the Ohio Department of Rehabilitation and Correction ("ODRC") to secure services from the Provider Panel to provide supervised residential treatment programming for men and women placed in HHSAT. The Provider Panel will receive, house, board, and maintain offenders during the period of their court order. This will include both male and female offenders who have been ordered into substance abuse treatment programs. Offenders referred for services will be actively supervised by the Common Pleas Court Probation Department and may be on pretrial release, community control, or probation. Most of these offenders will be confined in jail awaiting available halfway house treatment programs. The Court's Halfway House Liaisons or their designee(s) will make all referrals to HHSAT. Offenders must begin treatment sessions immediately upon placement into the program. Provider Panel agencies will maintain a calendar of treatment sessions and accept offenders into their programs only on dates that treatment will begin.

All Provider Panel facilities utilized under this Contract are located within Cuyahoga County and all Provider Panel facilities are Halfway House licensed and/or certified by the Ohio Department of Rehabilitation and Correction's Bureau of Community Sanctions to serve offenders. Any change in a Provider Panel agency's location, if re-located outside of Cuyahoga County, license or certification by ODRC during the term of this Contract must be communicated to the Court immediately and may result in disqualification for future Program placements.

Provider Panel will maintain the Court of Common Pleas' prior annual utilization rate of state funded slots. This working Contract is designed to increase and expand residential options. The Court will monitor the utilization rate of State funded slots to reach this goal.

II. TARGET POPULATION:

November 2008 through August 2009 service records indicate that the average age of the CCJR offender is 35.2 years old with a range between 18 and 63. Most of the population (67.9%) is under 40 years of age. 42.0% of offenders have children under the age of 18 and 58.0% of offenders did not have any children under the age of 18. Close to 50% of the CCJR offenders have neither a high school degree nor a GED. Approximately 2.7% possess an associate degree and 1.8% of offenders have a college degree. In terms of employment, 79.4% of offenders were unemployed at the time of their most recent arrest. Consequently, 65.3% of the offenders claimed no source of income and additionally 16.8% claimed SSI money as their primary source of income. Dually diagnosed offenders were the largest special service group with 41.1% of all offenders requiring such service. An additional 18.8% of the offenders required services for severe mental health issues. The majority of offenders lived with family (42.3%) at the time of arrest. Over 22% rented an apartment and 11.3% owned their own home. Another 2.4% lived with friends. Approximately 10.3% of offenders were homeless and 1.0% resided in the hospital at the time of arrest.

The majority of offenders have a long criminal history. The average age at first arrest is 23.19 years of age and over 80% of the offenders were arrested for the first time before they turned 30. In terms of previous offenses, CCJR offenders were previously arrested and convicted an average of 6.87 and 3.52 times, respectively. Only 20.7% of offenders were never convicted of an offense prior to this treatment placement. 73.5% of offenders were previously guilty of parole or probation violations.

The majority of offenders have tried both marijuana and crack/cocaine while comparatively fewer have tried heroin/opiates, prescription drugs and club drugs. Moreover, 80.8% of the offenders reported that they have abused alcohol while only 9.1% have abused methamphetamines. Marijuana (88.9%) Alcohol (80.8%), and crack/cocaine (72.7%) are overwhelming the drugs of choice among CCJR offenders. Majority of offenders have never been in either type of program. Conversely, 36.7% of offenders have had one or more placements in outpatient treatment. Residential placements are more frequent than outpatient treatments with 51.1% of the offenders in residential treatment.

III. SERVICE MIX:

Length of stay in the halfway house for structured substance abuse treatment services will be for a maximum stay of thirty days (30) per placement. Any request for stays exceeding the thirty days must be approved in advanced by the Court Halfway House Liaisons. If approval is granted by the Court Halfway House Liaisons beyond thirty days, on day thirty-one (31) of active substance abuse treatment services the Provider Panel agency will initiate the appropriate transfer to move the offender from the County funded program to a state funded bed. Extension of a one to three day stay in the County funded program bed may be considered on a case-by-case review. Each extension of stay request must include a written Level of Care document with details of the programming administered during the initial stay, the reason(s) for the extension request, and the Level of Care and programming schedule for the extension period. The extension requests shall be made in writing to the Halfway House Liaisons, via fax or e-mail, including the Level of Care document, no less than three (3) days prior to the end of the initial placement period. The number of offenders served each day will be determined by the per diem rate and level of care provided by the Provider Panel. All agencies in the Provider Panel will utilize the following per diem rate schedule. Each per diem

rate includes all ancillary services connected with any placement (i.e. medication or transportation expenses):

1. **Halfway House substance abuse treatment services with Intensive Outpatient Treatment (for those referrals identified as meeting the level of care for Intensive Outpatient Treatment per the substance abuse assessment)**
 - **\$85.00 per diem services to include a minimum of 10 hours per week that is dedicated to structured substance abuse treatment**
2. **Halfway House substance abuse treatment services for specialized populations (dually diagnosed and those referrals meeting the level of care for non-medical community residential treatment per the substance abuse assessment)**
 - **\$105.00 per diem services to include a minimum of 30 hours per week dedicated to structured substance abuse/mental health treatment**

The Provider Panel will effectively coordinate appropriate services for the offender population placed in their facility, including but not limited to: medical services, mental health services, housing, and other alcohol and drug services, as appropriate, along with educational and vocational services. It is understood and expected that all offenders referred for halfway house substance abuse treatment services will receive "Thinking for a Change" programming during the halfway house stay.

IV. TERMS AND CONDITIONS:

1. In cases where surgical and/or medical attention is required, the Provider Panel will arrange transfer of the Court's offender(s) to a local medical facility. The Provider Panel will monitor and distribute prescribed medications. The Provider Panel will not be responsible for distributing medications for methadone maintenance. The Provider Panel is not required to supervise the offender while under medical care but will document the transport and location of the offender.
2. The Provider Panel will collect a minimum of one urine sample per week or as ordered by the Court. Providers utilizing the Probation Department will deliver urinalysis samples to the Common Pleas Court's Probation Department Drug Testing Laboratory. The Provider Panel will strictly adhere to the policies established by the Drug Testing Laboratory for the collection of samples. Random Breathalyzer tests may be administered upon each return to the facility.
3. A control procedure will be implemented by the Provider Panel to verify each offender's activities and whereabouts while away from the facility. The Provider Panel will allow off-site activities only on previously confirmed activities. The Court shall be immediately notified of any unaccounted time the offender is away from the site. The Provider Panel must make available to the Court its policy, procedures and form(s) for documenting and verifying offender itineraries and release destinations upon request of any authorized Court staff member.
4. Resident offenders who are off-site or are in transit during meal hours will be provided with bag lunches. The cost of the lunches is included as part of the per diem cost. When approved by the Court, offenders may opt to purchase, at their own expense, lunches at their job or other authorized site.

5. The Provider Panel and/or approved designee, in order to insure security of the residential population and to control contraband, will conduct room searches and individual searches of offenders.
6. The resident offender population will be allowed a reasonable schedule for visitation privileges in accordance with agency guidelines.
7. Temporary access to office space for the Court's Probation Department staff will be made available on the premises.
8. The Provider Panel will permit offenders to participate in and attend self-help and counseling meetings/sessions within the facility.
9. The Provider Panel must provide recreational facilities on or off site.
10. All offender terminations/stay extensions are subject to approval and/or coordination by the Court's Halfway House Liaisons. The Court's Halfway House Liaisons will coordinate termination for final release of the offender from the program.
11. Individual records shall be maintained for each offender. They will contain, at a minimum, program information and attendance.
12. Staff with appropriate Board certification and or licensure when required must administer all services provided.
13. The Provider Panel will assist in employment development and job searches for unemployed offenders and will assist offenders in obtaining gainful employment while at the residential facility. The Provider Panel will provide control measures verifying any off-site activity of the offender in developing or searching for employment opportunities. The Provider Panel must make available to the Court any employment development documentation for Program offenders.
14. The Provider Panel must provide each resident three nutritious meals a day to be served on the premises, unless bag lunches are provided as indicated in Item 4 of the Terms and Conditions.
15. The Provider Panel must have all menus reviewed and approved by a Registered Dietician.
16. The Provider Panel shall ensure that no current or future employee providing direct offender services is under indictment, active probation, parole or supervised release for a felony offense.
17. The Provider Panel and their employees shall avoid compromising relationships with offenders and the probation staff, and report any improprieties, or appearance thereof, immediately to the Court's contract administrator.
18. The Provider Panel shall arrange for offenders to receive necessary ancillary services including: medical services, proper clothing and prescription drugs. The Provider Panel shall insure access to prescription drug for indigent offenders covered under this Contract when prescriptions are not available through other sources.
19. Offenders in residential treatment and special populations (dual diagnosed) shall be confined to the residential facility for the first thirty (30) days of treatment. Non-

emergency departures from the facility must be pre-approved by the appropriate Court Supervision Officer. Approval will generally not be granted within the first 30 days unless a departure is required for medical, court or treatment purposes. No overnight passes will be permitted. When offenders are not accompanied by staff, the Provider Panel shall maintain a written itinerary for each offender indicating the times of: departure from residence, arrival at destination, departure from destination and arrival back at the residential program for all approved departures from the facility. Signatures of responsible parties on the itinerary are required. The Provider Panel is responsible for verification of the itinerary through spot checks. Offenders receiving intensive outpatient treatment services may upon approval of the Provider Panel and/or Court participate in verified employment.

20. The Provider Panel shall only accept referrals from the Common Pleas Court's Halfway House Liaisons (Probation Department Substance Abuse Case Manager and 408 Treatment 4CA) or his/her designee for this program. The Court's Halfway House Liaisons shall provide the Provider Panel with background information and a release of information from offenders through the Substance Abuse Referral Form and/or Jail Medical Information Form. Referrals will utilize TASC assessments, as resources allow, insuring that referrals are made into the appropriate level of care and that ancillary service needs are appropriately documented. It is expected that the Provider Panel will obtain the necessary releases of information in order to share information with the Common Pleas Court Adult Probation Department. The Court's Halfway House Liaisons must approve any changes in level of care within a program. Request for extension of treatment stay must be made in writing and shall include clinical criteria specifying the need for a change in level of care (see Section III: Service Mix). In addition, transfers from services provided under this Contract to other existing Contracts must be agreed upon and approved by Court's Halfway House Liaisons.
21. The Provider Panel shall accept the Court's referrals which allow for the admission of any substance-abusing offender, **whether or not they have had prior primary substance abuse treatment, with the exception of individuals who:**
 - a. Have medical problems and/or detoxification needs that would prevent active participation in treatment.
 - b. Have serious mental health problems that are not managed by a mental health case manager and whose mental health problems are not controlled by psychotropic medication.
 - c. Have been convicted of arson or a sex offense. Admission for these offenders will be reviewed on a case-by-case basis by team staffing.
22. The Provider Panel shall have an agreed upon protocol for the coordination of mental health care for offenders with co-occurring disorders and will make every effort to coordinate services with a offender's existing mental health service provider. The Court's Halfway House Liaisons shall insure that prescriptions will be made available to the service Provider Panels for offenders who were receiving medication while in jail. Additionally, to insure that the offender is stabilized and has access to needed medication, Court's Halfway House Liaisons shall coordinate a 30 day prescription for offenders under the care of a jail physician who are receiving medication while awaiting treatment in jail prior to transport and when indicated, a six- week supply of psychotropic medication through the State's Central Pharmacy. The Provider Panel

shall adhere to the attached Central Pharmacy working agreement for psychotropic medications received from Central Pharmacy.

23. The Provider Panel shall notify the Court's Halfway House Liaisons of the status of pending discharges from residential treatment. All unsuccessful discharges are to be reported by telephone to the Common Pleas Court Adult Probation Department Halfway House Liaisons within one day (24 hours) of discharge. Offenders are to be discharged from the residence within 24 hours of completing treatment, unless otherwise authorized by the Common Pleas Court Adult Probation Department Halfway House Liaisons. Offenders who are discharged unsuccessfully will be advised to report to their probation officer on the next business day.
24. The Provider Panel shall forward a discharge log to the referring Halfway House Liaison within seven (7) working days for a successful discharge or within one day (24 hours) if the discharge is unsuccessful. The written discharge shall include, at minimum, the offender's name, name of the Provider Panel, discharge date, and reason for discharge, and the aftercare plan. The payment of monthly invoices by the Common Pleas Court Corrections Planning Board is contingent on the receipt of discharge summary and reports as indicated.
25. The Provider Panel shall maintain individual records for each offender, as specified in the DRC/ODADAS Treatment Standards.
26. The Provider Panel shall immediately notify the Halfway House Liaisons upon the receipt of any legal process requiring the disclosure of records of program participants. The Provider Panel shall make available all records relating to a participant in accordance with a court order or a written request from the Common Pleas Court Adult Probation Department Chief Probation Officer (or his designee) with appropriate releases of information.

V. CONFIDENTIALITY:

1. The Provider Panel shall assure that any personal or non-public criminal justice information regarding any offender or participant shall be used only for the purpose of carrying out the provisions of this Contract. Such information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract or in compliance with directives of applicable local and state regulatory agencies.
2. The Provider Panel shall assure that in exchanging, storing, processing or otherwise dealing with any information about referred participants or offenders, Panel of providers is in compliance with the provisions of the Federal Regulations governing the confidentiality of alcohol and drug abuse offender records (Title 42, CFR, Part 2 and 45 CFR HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The Provider Panel shall institute appropriate procedures for safe guarding such information, with particular reference to offender identifying information. In performance of this Contract, the Provider Panel shall guarantee responsibility for protection of the confidentiality of non-public Common Pleas Court records, except as shall be required for performance of the Contract and as outlined in Item 1, above.

VI. COUNTY RESPONSIBILITY:

1. The Court will provide necessary supplies for urinalysis testing for Providers utilizing the Probation Department Laboratory.

2. On-site visits – The Court shall be permitted to observe program activities in which the offenders are participants. The Court may converse with the Provider Panel staff funded in whole or part under this Contract, regarding issues and/or offenders covered by this Contract. The Court shall be permitted on-site inspections that shall take place at a reasonable time and will be conducted by a Common Pleas Court Adult Probation Department Supervisor, Manager, Probation Officer, and/or other individuals designated by the Court.
3. Accounting – The Court shall have access for purpose of audit and examination to any books, documents, personnel files, papers and record of this Provider Panel that are pertinent to subject Contract.

VII. CONTRACT TERM:

The term of this contract shall commence July 1, 2012 and continue through June 30, 2013. The Court, through the County's contract amendment process, shall have the option to extend the contract term for up to three (3) additional years for a maximum of four (4) total contract years with a mutually agreed upon written contract amendment(s). Time period extension dates will be determined by the Court based on need and continued funding. The Provider Panel will be given written notice of the intent to extend the contract term with a thirty (30) calendar day advance written notice. All other terms and conditions will remain the same.

VIII. TERMINATION OF CONTRACT:

In the event that the Court terminates the Contract, thirty (30) calendar day advance written notice shall be given to the Provider Panel. In the event that the Contract is terminated by the Provider Panel ninety (90) calendar days advance written notice shall be given to the Court and the Board.

IX. REIMBURSEMENT:

All services will be reimbursed on a fee for service basis. The fee for service will include all Provider Panel costs for proposed housing, treatment, and level of care. The Provider Panel agrees that the per diem fees outlined in Section III, Service Mix, will encompass all other treatment services, such as case management, individual counseling, crisis intervention and psychiatric services. The Provider Panel providing primary treatment services in addition to halfway house services shall reflect the step-down per diem rate at each phase of the Program stay.

The Provider Panel is to list Contract services, and itemized unit cost for the proposed services. If the program charges offender fees, then such fee practices shall conform to applicable local and state regulations and no offender shall be refused admission based on the inability to pay.

X. METHOD OF PAYMENT:

Each Provider Panel agency will submit a monthly invoice to the Corrections Planning Board for services provided to offenders placed in the Program no later than the 5th day of the month following services. Each invoice will contain the following information:

- ♦ Offender Name
- ♦ Offender Number
- ♦ Date of Service
- ♦ Type of Service
- ♦ Termination Status (Success or Failure/with explanation)

The Corrections Planning Board and the Common Pleas Court's Halfway House Liaisons will verify the submitted charges for accuracy and, upon approval of payment for each Provider Panel agency, will process payment, through the Cuyahoga County Auditor's Office. **The payments will be made payable to Cuyahoga County Community Corrections Association (4CA), Inc., acting as the fiscal agent for the participating halfway house agencies, and sent to 1710 Prospect Avenue Cleveland, OH 44115 attention – Arthur "Beau" Hill.** The 4CA will be notified via e-mail of pending payments to the Provider Panel.

In turn, the Cuyahoga County Community Corrections Association (4CA), Inc.) will process at no charge or administrative fee, checks to each Provider Panel agency for reimbursement of monies received by the 4CA from the Court for services provided to this Program. It is each Provider Panel agency's responsibility to include the funding reimbursement information on their monthly invoice.

Invoices shall be submitted to:

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

XI. INDEMNIFICATION:

4CA and each halfway house agency of the Provider Panel agrees to protect, defend, indemnify and hold the County, its officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and nature arising out of or in connection with any acts or omissions of the Provider, negligent or otherwise, and its employees officers, agents, or independent contractors. Each halfway house agency of the Provider Panel agrees to pay all damages, costs and expenses of the County, its officers, agents, and employees in defending any action arising out of the aforementioned acts or omissions.

XII. ELECTRONIC SIGNATURE:

By entering into this contract I agree on behalf of the contracting not-for-profit corporation, 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.

IN WITNESS WHEREOF, the Cuyahoga County Common Pleas Court / Cuyahoga County Corrections Planning Board and the Cuyahoga County Community Corrections Association (4CA), Inc. through the County of Cuyahoga, Ohio execute this Contract on this _____ day of _____, 2012.

County of Cuyahoga, Ohio
Edward Fitzgerald, County Executive

By: Ed Fitzgerald - Blank 10/16/12
Edward Fitzgerald, County Executive Date Arthur B. Hill III, President
Cuyahoga County Community Corrections Association (4CA), Inc. Date

Nancy A. Fuerst
Hon. Nancy A. Fuerst
Presiding and Administrative Judge
Common Pleas Court

11/2/12 Roxanne Wallace 10/11/12
Date Roxanne Wallace
Executive Director
Community Assessment and
Treatment Services Date

Vincent D. Holland
Vincent D. Holland
Chief Probation Officer
Cuyahoga County Adult Probation

11/1/12 James J. Lawrence 10-23-12
Date James Lawrence, Pres. & CEO
Oriana House, Inc. Date

Maria Nemec
Maria Nemec
Board Administrator
Corrections Planning Board

11/1/12 Richard D. Allen October 11, 2012
Date Richard D. Allen, Asst. Secretary - Legal
The Salvation Army Date
Harbor Light Complex