

C O N T R A C T

BY AND BETWEEN

COUNTY OF CUYAHOGA, OHIO AND MENTAL HEALTH SERVICES FOR HOMELESS PERSONS, INC

THIS CONTRACT entered into this _____ day of _____, 2012, by and between the County of Cuyahoga, Ohio (hereinafter referred to as the "**COUNTY**"), and **MENTAL HEALTH SERVICES FOR HOMELESS PERSONS, INC** (hereinafter referred to as the "**PROVIDER**"), an Ohio nonprofit corporation, with principal offices located at 1744 Payne Avenue, Cleveland, Ohio 44114 [REDACTED]

WHEREAS, the **COUNTY's** Public Safety & Justice Services, through its Witness Victim Service Center, is responsible for administering the Children Who Witness Violence Program (hereinafter referred to as "CWWV"), which is aimed at providing a crisis intervention and effective safety planning, assessment and ongoing supportive clinical care to reduce the potential negative impact of that exposure on children and communities.

WHEREAS, the **COUNTY** has determined that it requires the services indicated below and finds it necessary to enter into a contract with the **PROVIDER** for the amount not to exceed **\$299,150.00**.

WHEREAS, subject to the terms and conditions set forth in this contract, this contract shall extend from **June 1, 2012 to December 31, 2012** unless terminated in accordance with procedures enumerated in **Section VIII** below, "**CONTRACT TERMINATION**".

NOW, THEREFORE, all parties agree as follows:

I. SCOPE OF SERVICE

A. Service Provision:

1. **PROVIDER** agrees to deliver the Children Who Witness Violence program in accordance with all established policies and procedures, including but not limited to:
 - a. Acceptance of all referrals from partnering law enforcement agencies providing referrals in selected police districts.

- b. Availability of staff to receive referrals via telephone and, if warranted, deliver services twenty-four hours a day, seven days a week.
 - i. **PROVIDER** agrees to conduct a crisis intervention by stabilizing the situation, providing immediate mental health intervention, safety planning, comprehensive assessment of the child and family and refer to on-going services, where appropriate.
 - ii. **PROVIDER** agrees to provide crisis services such as Child and Family Traumatic Stress Intervention with the child and family, as necessary.
- c. Availability of staff to respond to the site of service within 24 hours after completion of call from police contact or family request, if crisis service is not warranted.
- d. Development of follow-up plan, communicated to referent police officer and family if the **PROVIDER** is not immediately available, including obtaining any additional relevant information needed to complete a full follow-up plan.
- e. Determination of Medicaid eligibility for families referred for on-going services.
- f. Attainment of all established timelines set forth by **COUNTY**
- g. Utilization and maintenance of a data system to manage client data and referrals. At a minimum, **PROVIDER** agrees to capture in aggregate, de-identified methods, relevant demographic data, outcome of cases, referrals to other agencies, and any coordination with the Defending Childhood Initiative.
- h. Cooperation with **COUNTY** in order to conduct periodic audits of records to ensure adherence to service specified in Section I (A) (1).

B. Project Coordination and Management:

- 1. **PROVIDER** agrees to provide a Program Manager for coordination and oversight of program operations that effectively support activities noted in section I (A) (1).

C. Coordination with DEFENDING CHILDHOOD Services:

1. Notwithstanding the provisions in section I (A) (1), **PROVIDER** agrees to consistently screen children, at no cost to **COUNTY**, for symptoms of trauma related to exposure to violence via the DEFENDING CHILDHOOD screening tool provided and to make a referral, if appropriate, to the Central Intake and Assessment provider for further services.

II. FINANCIAL AND REPORTING REQUIREMENTS

A. Invoicing Requirements:

1. **PROVIDER** shall invoice **COUNTY** on a monthly basis for payment of all allowable services in 6 equal payments of 49,858.33. **PROVIDER** agrees to submit with invoices a detailed report of all data listed in Section I (A)(1)(g)
2. **PROVIDER** agrees to access Medicaid funds, whenever possible. **PROVIDER** further agrees to submit to **COUNTY** detailed counts of Medicaid and non-Medicaid clients served in the reporting period.
3. **COUNTY** agrees to reimburse **PROVIDER** for all non-Medicaid eligible clients receiving service noted in Section I (A) (1).
4. **The total amount of reimbursement shall not exceed \$299,150.00**

B. Duplicate Billing:

1. **PROVIDER** certifies that the charges submitted for reimbursement are actual costs associated with the provision of the service indicated in Section I (A) (1) by **PROVIDER** and these costs are not subject to, or submitted for reimbursement to any other governmental entity or organization.
2. **PROVIDER** further warrants that invoices submitted to **COUNTY** for payment shall be for services rendered to eligible individuals and these costs are not duplicate claims made by **PROVIDER** to any other government entity, municipality or organization for the same service.

C. Maintaining Proper Financial Records:

1. **PROVIDER** shall maintain accurate and independent books, records, receipts, vendor invoices, payroll documents, and other accounting transactions in good order, which sufficiently and properly reflect all direct costs expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal or local government agencies including **COUNTY**.
2. **PROVIDER** shall maintain and preserve all documentation used in the

administration of this program including client case files and other records to substantiate services provided and/or billed to **COUNTY**.

3. All records including financial records, must remain in **PROVIDER**'s possession for a period of three (3) years after the termination date of this Contract and/or it will assure the maintenance of and availability of such records for a like period of time if in the possession of a second or third party unless otherwise agreed to by **COUNTY**.
4. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, **PROVIDER** shall retain records until completion of this action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

D. Financial Reporting Requirements:

1. **PROVIDER** shall collect financial information and other data and prepare and maintain monthly and annual reports relative to the CWWV Program services provided by the **PROVIDER**.

E. Data Collection and Reporting:

1. **PROVIDER**, in conjunction with **COUNTY** staff or any evaluator partner, shall develop the format for program reporting relative to the CWWV Program and shall submit the reports according to a mutually agreed upon time frame, in addition to invoice reports. **PROVIDER** further agrees to submit electronic records to **COUNTY** in an agreed upon format. Such records include but are not limited to demographic information, screening instrument results, assessment results, and other programmatic information. **PROVIDER** agrees to collaborate with **COUNTY** in order to ensure compliance with all federal, state, and local confidentiality laws.

F. Responsibilities of COUNTY:

1. Program Oversight
 - a. **COUNTY** will provide oversight and management of the CWWV program.
 - b. In partnership with **PROVIDER**, the **COUNTY** will develop performance measures and reporting procedures.
 - c. **COUNTY** will provide requests for meetings, etc., in a timely manner.
 - d. **COUNTY** shall have the right to audit and monitor the manner in which the terms and conditions of this Contract are being carried out, and evaluate through performance audits, the extent to which the goals and objectives of all Contract deliverables are being achieved. Compliance, financial and operational reviews

may be performed by COUNTY and/or upon request by the **COUNTY** or in tandem with another state or federal agency in the event of adverse information pertaining to the operation of **PROVIDER**. Additional audits or operational reviews may be warranted in the event of outstanding audit exceptions and performance issues due to non-compliance with the terms and conditions of this Contract.

2. **COUNTY** will receive and review invoices for completeness and accuracy prior to making payment to **PROVIDER**. **PROVIDER** will be paid according to the provisions set forth in Section II (A).
3. **COUNTY** will process payment to **PROVIDER** within 30 calendar days upon receipt of complete invoice. All invoices should be mailed to:

Cuyahoga County Public Safety & Justice Services
Attn: Nancy Veley
310 W. Lakeside Avenue - Suite 750
Cleveland, Ohio 44113

4. Invoices shall be paid for all applicable and agreed to costs associated with this Contract. **COUNTY** reserves the right to withhold payment from **PROVIDER** in the event invoices for services rendered or expenses incurred are not submitted for payment in a timely manner based on the following conditions:
 - a. Invoices submitted 60 days or more after the end of the service month during the contract period.
 - b. Invoices submitted 60 days or more after the expiration of the contract.

III. TERMS OF SERVICE

This Contract is effective from **June 1, 2012 through December 31, 2012**, unless otherwise terminated or extended by a formal amendment for all applicable and agreed to costs associated with this Contract.

IV. CONTRACT VALUE

The total value of this Contract shall not exceed **\$ 299,150.00** in the aggregate for all applicable and agreed to costs associated with this Contract in accordance with **Section I (A) and Section II (A)**.

V. FUNDING AVAILABILITY

Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funds designated for this service. If funds become unavailable, **COUNTY** shall provide immediate notice to **PROVIDER** and **COUNTY** shall terminate this Contract as provided in section **VIII**.

VI. CONTRACT MODIFICATION

This Contract represents the entire integrated agreement between **COUNTY** and **PROVIDER** and it supersedes all prior negotiations, representations, or agreements, either written or oral. By mutual consent, this Contract may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by all parties.

VII. CONTRACT AMENDMENT

This Contract may be amended at any time as mutually agreed upon by all parties along with a written amendment signed by all parties and then approved by **COUNTY**.

VIII. CONTRACT TERMINATION

Upon at least a thirty (30) calendar-day written notice to the other parties, either party may terminate this agreement if the other party does not meet the terms and conditions specified in this contract. **COUNTY** and **PROVIDER** shall agree on a reasonable phase out of the program as a condition of the termination. Upon expiration of thirty days after the notice of termination, the obligations of all parties under this Contract shall cease, except that **COUNTY** shall reimburse **PROVIDER** for services rendered prior to the final date of termination.

COUNTY reserves the right to terminate this Contract, for any reason, as a result of **PROVIDER's** failure to perform all contract deliverables as specified in this Contract. Under no circumstances shall **COUNTY** be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this Contract.

IX. VIOLATION OR BREACH OF CONTRACT

This Contract is subject to administrative, contractual or legal remedies for violation or breach of contract terms caused by either party.

X. SEVERABILITY

Should any portion of this Contract be deemed unenforceable by any administrative, judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to **Articles VII** or **VIII** of this Contract.

XI. CONFIDENTIALITY

All parties agree they shall not use any information, systems, or records made available pursuant to this Contract for any purpose other than to fulfill the obligations in this Contract. Each party agrees to be bound by the standards of confidentiality that apply to their operations including, but not limited to, laws, statutes and regulations of the federal, state or local governments.

XII. SAFEGUARDING CLIENT INFORMATION

PROVIDER agrees that the use of, or disclosure by, any of its employees and

agents of any information concerning client information for any purpose not directly related to the administration of this Contract or carrying out the responsibilities of this Contract is prohibited except upon the written consent of the client or his/her responsible parent or guardian and/or **COUNTY**.

XIII. COMPLIANCE WITH AUDIT REQUESTS

PROVIDER agrees, if required by **COUNTY** or the appropriate state or federal agency or duly appointed agent that directly relates to provisions of this Contract, on the basis of evidence of misuse or improper accounting of funds or substantial errors in determination of eligibility for which **PROVIDER** is responsible, to comply with or conduct an independent audit of expenditures or determinations of eligibility or both and to provide copies of the audit to **COUNTY** or its duly appointed agent.

PROVIDER shall submit to **COUNTY** a copy of the final report no later than thirty (30) days after the end of the audit.

PROVIDER agrees that **COUNTY** may review all programmatic records and client files including those held by **PROVIDER** or any subcontractor related to this Contract.

XIV. RESPONSIBILITY FOR AUDIT EXCEPTIONS

PROVIDER agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) noted during a compliance or financial audit performed by **COUNTY** or any appropriate federal agency or duly appointed agent that directly relates to the provisions of this Contract and whereas services were billed and payment made by **COUNTY**. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions.

XV. INDEPENDENT CONTRACTOR

PROVIDER, its employees or its agent(s) will act in accordance with the terms of this Contract in an independent capacity and not as officers, employees or agents of **COUNTY**.

XVI. SUBCONTRACTING

PROVIDER may not subcontract Defending Childhood Initiative services under this Contract.

XVII. REPORTING MATERIAL ISSUES

PROVIDER shall notify **COUNTY** in writing of all material issues, which involve services provided through this Contract. **PROVIDER** shall submit any pertinent facts or resolution of said issues to **COUNTY** within 30 calendar days. The notification should be sent to:

Cuyahoga County Witness Victim Service Center
Attn: Jakolya Gordon, Program Officer
310 W. Lakeside Avenue – Suite 300
Cleveland, Ohio 44113

XVIII. INDEMNIFICATION

PROVIDER agrees to indemnify and save **COUNTY** and all of its departments, agents, and employees harmless from any lawsuits or actions of every nature and description, brought against **COUNTY** or any and all of its officers, agents, servants, and employees for or account of any injuries or damages received or sustained by a party or parties from any act or actions against **PROVIDER** or its servants, that arise out of the performance of services contemplated by this Contract.

XIX. LIABILITY INSURANCE

PROVIDER agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable and unforeseeable torts, which would cause injury or death.

XX. PUBLICITY

PROVIDER agrees that in any publicity release or other public reference including media releases, information pamphlets, etc. relative to the Defending Childhood Initiative provided under this Contract, that each release shall acknowledge the DEFENDING CHILDHOOD Initiative clearly.

PROVIDER is also responsible for providing a copy of each publicity release to **COUNTY** at the time of the release.

XXI. NON-DISCRIMINATION

All parties agree that as a condition of this Contract, there shall be no discriminatory acts against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans With Disabilities Act of 1992 as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

XXII. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio including the Ohio Revised Code (ORC).

XXIII. APPLICABLE LAW

Applicable law means those federal, state and local laws and regulations, which govern the conduct of the parties to this Contract.

XXIV. CAPTIONS

The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.

XXV. NOTICES

All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

TO: MENTAL HEALTH SERVICES, INC
Attn: Susan Neth, Chief Executive Officer
1744 Payne Avenue
Cleveland, Ohio 44114

TO: WITNESS VICTIM SERVICE CENTER
Attn: Jakolya Gordon, Program Officer
310 W. Lakeside Avenue – Suite 300
Cleveland, Ohio 44113

XXVI. CURRICULUM

All materials, including the curriculum, developed as a result of this Contract will become property of Cuyahoga County.

XXVII. ELECTRONIC SIGNATURES

By entering into this Contract I agree on behalf of the contracting or submitting 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 **COUNTY** to said document 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 **COUNTY**

IN WITNESS THEREOF, Cuyahoga County, and MENTAL HEALTH SERVICES FOR HOMELESS PERSONS, INC have caused this Contract to be executed this _____ day of _____, 2012.

MENTAL HEALTH SERVICES FOR HOMELESS PERSONS, INC

By: Susan Neth

Edward FitzGerald, County Executive

Ed FitzGerald/apc
CUYAHOGA COUNTY, OHIO

By: _____
Edward FitzGerald, County Executive