

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION
CONTRACT FOR DUAL DIAGNOSIS ASSESSMENT AND TREATMENT SERVICES
GUIDESTONE**

THIS CONTRACT is entered into this _____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and **Guidestone**, a corporation not-for-profit, with principal offices located at 202 East Bagley Road, Berea, Ohio 44017 (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 and Treatment** program and the VENDOR can provide these services from February 1, 2013 to January 31, 2015.

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. The VENDOR shall provide the following services:
 - A. **Referral and Intake** - YOUTH are referred to a Dual Diagnosis Assessment or Dual Diagnosis Treatment through the Probation Officer. The COURT referral packet shall be sent to the VENDOR electronically and shall include a referral cover sheet, a signed release of information and the COURT'S risk assessment tool- the Ohio Youth Assessment System (OYAS). The VENDOR shall engage the YOUTH and his/her family to participate in the intake process within twenty-four (24) hours of the date the referral is received. If there is a problem with YOUTH or family participation (i.e., two consecutive unexcused absences) or particularly resistant behavior, or the VENDOR has been unable to make contact within 10 working days then the VENDOR shall contact the Probation Officer immediately. The VENDOR shall contact the COURT Probation Officer within twenty-four (24) hours of receipt of the referral the name of the primary worker assigned to the YOUTH and to receive any further information regarding the YOUTH or family. Referrals for assessment and treatment services are separate and distinct; the VENDOR shall not begin any treatment

services unless a separate treatment referral has been received from COURT staff. In addition, the VENDOR may receive a treatment referral for a YOUTH who has had their assessment completed by another service provider. In these circumstances, the COURT will NOT pay for an additional assessment, should the VENDOR decide to complete one.

- B. Substance abuse Intervention Services (HCPCS H0022) - including those activities that seek to detect mental health, alcohol and/or other drug problems and addiction and to intervene in such a way as to arrest the progression of such problems. Services shall include early intervention services. The screening instrument shall be the Youth Mental Health Assessment and the Substance Abuse Addendum and shall determine and result in the following actions:
1. If the youth does not have a chemical dependency problem requiring services (but may have mental health issues requiring treatment), then the YOUTH case shall be terminated and the Probation Officer shall be notified in writing.
 2. If the YOUTH appears to have a mental health and chemical dependency problem (as determined from the screening alone) yet a comprehensive assessment is required to confirm the extent of the youth's mental health, abuse and/or dependency, then the evaluation/assessment will be completed. The service provider will provide referral recommendations to the appropriate levels of treatment to the Probation Officer in writing.
- C. Dual diagnosis assessment services (MACSIS H0031) - 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 and mental health issues. 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
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 Comprehensive Mental Health 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 will consist of two (2) to four (4) sessions. The maximum for a full assessment is eight (8) hours, all of which will 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 DSM IV-TR diagnosis, recommendations for treatment, problem to be addressed, the goal, measurable objectives, and expected time frame for attainment, and

identify providers, modality, frequency and length of recommended service. All Individualized Treatment Plan and associated documents will be forwarded to the YOUTH'S Probation officer within seven (7) days of completion.

- D. Treatment Case Management (MACSIS H0006) – including those activities provided to assist and support individuals in gaining access to needed medical, social, educational and other services essential to meeting basic human needs. The service provider assigns each YOUTH a Treatment Case Manager who will implement the Individualized Treatment Plan and monitor the YOUTH'S compliance. The Case Manager shall be responsible for service coordination, client advocacy and reduction of barriers to service delivery and shall be accessible on a 24 hour per day, 7 days per week basis. The Case Manager shall consult with the clinical team and Probation Officer staff weekly, shall conduct weekly urinalysis for YOUTH involved in outpatient services and shall review the YOUTH'S progress in 90-day reviews. The Treatment Case Manager shall also remain involved with the YOUTH/family post assessment as needed to insure service continuation, treatment engagement, retention, coordination, and access to needed services. As warranted, the Case Manager shall identify the chemical dependency issues of family members. The VENDOR's Case Manager shall also conduct the Stages of Change Readiness and Treatment Eagerness Scales (SOCRATES), the Youth Level of Service Case Management Inventory (YLS-CMI) and the Auchenbach tool for each YOUTH.
- E. In Home Treatment Programming- The VENDOR shall provide all case management and intensive outpatient treatment in the home, with an intensive family component to the treatment. In addition, and as necessary, the VENDOR's staff shall meet YOUTH and their families at a school or any other community based location. YOUTH will establish and maintain sobriety, learn skills to prevent relapse, improve communication, anger management, and coping skills, and will begin the process of healing family relationships. The VENDOR shall utilize Motivational Interviewing and Stages of Change to address individual YOUTH substance abuse treatment, as well as Cognitive Behavioral Therapy and Contingency Management with both individual and family therapy.
1. Individual Counseling (MACSIS H0004) - involves a one-to-one, face-to-face encounter between a client and a counselor. Individual counseling means the utilization of special skills to assist an individual in achieving treatment objectives through the exploration of alcohol and other drug problems and/or addiction and their ramifications, including an examination of attitudes and feelings, consideration of alternative solutions and decision making and/or discussing didactic materials with regard to alcohol and other drug-related problems. Individual counseling services can be provided at a program site certified by the Ohio Department of Alcohol and Drug Addiction Services or in the client's natural environment. The VENDOR shall provide individual counseling sessions a minimum of two (2) hours/week.
 2. Family Therapy (MACSIS T1006) - including the utilization of special skills in sessions with individuals and their family members and/or significant others under the guidance of a counselor to address family and relationship issues related to alcohol and other drug abuse and/or dependence for the purpose of promoting recovery from addiction. Family counseling services can be provided at a program certified by the Ohio Department of

Alcohol and Drug Addiction Services or in the natural environment of the client. The VENDOR shall provide a minimum of one (1) family therapy session each week.

- F. 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. All final documents (at time of discharge from VENDOR'S program) will be forwarded to the YOUTH'S Probation Officer within thirty (30) days of YOUTH'S program completion.
- G. Staffing - The VENDOR shall provide appropriate and fully trained staff to conduct all the 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.
- H. 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 time and place.

B. CONTACT PERSON:

VENDOR

Jill Tayfel

202 East Bagley Road

Berea, Ohio 44017

(216) 260-8417

Jill.tayfel@guidestoneohio.org

COURT

Karen Lippmann

9300 Quincy Avenue

Cleveland, Ohio 44106

(216) 698-4791

klippmann@cuyahogacounty.us

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

OBJECTIVES

1. 80% of YOUTH will successfully termination from the treatment program.
2. 75% of YOUTH who successfully terminate from treatment will not have new criminal charges for the twelve (12) months following termination.

PERFORMANCE INDICATORS

1. Number of referred YOUTH who complete the treatment program divided by the number of referred YOUTH who successfully complete the treatment program.
2. Number of referred YOUTH who complete the treatment program divided by the number of referred YOUTH who complete the treatment program and do not have new criminal charges for 12 months following program termination.

OBJECTIVES (continued)

3. 75% of referred YOUTH will demonstrate statistically significant score improvement on the Achenbach tool, if given.
4. 75% of YOUTH will demonstrate a statistically significant score improvement on the YLS-CMI.
5. 85% of families will report satisfaction with the program and agency as measured by the Client Satisfaction Survey.

PERFORMANCE INDICATORS (continued)

3. Number of referred YOUTH who improve their Achenbach scores, if taken divided by the number of referred YOUTH who are given the Achenbach tool.
4. Number of referred YOUTH who achieve score improvements on the YLS-CMI divided by the number of referred YOUTH.
5. Number of families who report satisfaction with the program.

V. **BUDGET** - Funding for this CONTRACT is contingent upon the availability of funds and shall not exceed **\$47,400.00** for the term of the CONTRACT. While the term of this contract is listed as twenty-four (24) months, funding in the not-to-exceed amount for this contract is estimated on a twelve (12) month basis. Depending on the financial conditions, program usage and effectiveness, the COURT may independently decide to encumber additional funds to the contract through a contract amendment process. The vendor has acknowledged that the contract amount may be adjusted by COURT at any given time during the contract period based on program usage and court-referred youth needs through the amendment process as described in Section XVII of this contract.

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.

- | | |
|-----------------------------|----------------------|
| • Dual Diagnosis Assessment | \$129.99/hour |
| • Treatment Case Management | \$78.17/hour |
| • Individual Counseling | \$87.28/hour |
| • Family Therapy | \$87.28/hour |

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 CONTRACT.

C. Monthly Fiscal Report - The VENDOR shall, within ten (10) days following the last day of each calendar month, submit an invoice (see Attachment A) to the COURT covering services rendered to YOUTH by the VENDOR during the previous month and the Current Youth Population form (see Attachment B) to the COURT. No invoices shall be processed without an accompanying Current Youth Population form. All invoices must be signed and dated for verification by both the fiscal and programmatic officials. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, and month. All invoices must be signed and dated for verification by both the fiscal and programmatic officials. 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. 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.

D. Payment - The COURT shall review invoices for completeness and accuracy before processing for payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT. Incomplete invoices shall be returned for correction.

E. Tracking Information - The VENDOR shall submit all youth tracking information into the COURT's web-based RiteTrack® data management system before invoices may be processed.

- 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 CONTRACT. 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 CONTRACT or longer, as may be required by the applicable records retention schedule.
- 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 CONTRACT.
- 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 CONTRACT.
- X. **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 COURT upon request.
- XI. **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.

- XII. ANTI-DISCRIMINATION – The County will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this CONTRACT, 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.
- XIII. ASSIGNABILITY - None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the COURT.
- XIV. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XV. 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 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 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 contract with its employees to that effect.
- XVI. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this CONTRACT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XVII. AMENDMENT - This CONTRACT 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.
- XVIII. TERMINATION - This CONTRACT 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 CONTRACT for services performed prior to termination.
- XIX. BREACH OF CONTRACT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this CONTRACT, 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 CONTRACT and thereafter such failure(s) is (are) waived by

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 COURT is not effective unless it is in writing and signed by the COURT.

- XX. SERVICE CONTINUITY - In the event that the funding for the program is not renewed, and the CONTRACT 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.
- XXI. ETHICS REQUIREMENTS - The VENDORS shall comply with all applicable County ordinances, including but not limited to, the Cuyahoga County Ethics ordinance and Cuyahoga County Inspector General Ordinance. The VENDORS agree that the charter provisions and all ordinances, resolutions, rules and regulations of the County now or hereafter applicable shall be included in this contract for all purposes. The VENDOR shall also comply with requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes ethics requirements.
- XXII. 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 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.
- XXIII. FINDINGS FOR RECOVERY - The VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- XXIV. PUBLIC RECORDS - All parties hereto acknowledge that the COURT and the County are political subdivisions in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.
- XXV. GOVERNING LAW AND JURISDICTION - This CONTRACT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. The VENDOR hereby agrees not to challenge any provision in this contract, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- XXVI. This contract has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and the VENDOR. The individuals signing on behalf of the parties to this contract are authorized to execute this contract

on behalf of the COURT, the COUNTY and the VENDOR. The signatory parties are legally bound by the terms and conditions of this CONTRACT as of the "effective date" of the CONTRACT.

- XXVII. ELECTRONIC SIGNATURES - By entering into this CONTRACT, 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 CONTRACT as of the date first above written.

Guidestone

By: 

Cuyahoga County Court of Common Pleas, Juvenile Division

By: 

Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By: 

Edward FitzGerald, County Executive

2013-03-14 17:12:15

ATTACHMENT A

[illegible]

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*
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						

CONTACT PERSON: _____

PHONE #: _____ EMAIL _____

*** TERMINATION CODES:**

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