

WAYNE COUNTY CHILDREN SERVICES BOARD

PURCHASE OF SERVICE CONTRACT

(INSERT PROVIDER NAME)

(NOTICE: Agency may change clauses, add additional clauses, or remove clauses during the negotiation process. Additionally, clauses may be added dependent upon the funding and legal requirements.)

This agreement is entered into by and between the Wayne County Children Services Board, 2534 Burbank Rd. Wooster, Ohio 44691, (hereafter referred to as "The Agency"), and (INSERT PROVIDER NAME) doing business at (INSERT PROVIDER ADDRESS AND PHONE NUMBER), a provider of service (hereafter referred to as "Provider"). Pursuant to Chapter 5153.16 and 307.982(B) of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job and Family Services, the Agency is authorized to contract with public or private agencies for the provision of human and social services.

PURPOSE - The purpose of this contract is to obtain staff consultation and psychological diagnostic evaluations or assessments and juvenile sexual abuse victim/offender assessments.

The following are the terms of the contract.

- 1) PURCHASE OF SERVICES: Subject to terms and conditions set forth in this contract, the Agency agrees to purchase, and the provider agrees to furnish those specific services detailed in this agreement.
- 2) CONTRACT PERIOD: This contract will be effective from January 1, 2019, through December 31, 2019, inclusive, unless otherwise terminated as provided herein. Contract may be extended for one additional year contingent upon funding and performance of the provider.
- 3) AVAILABILITY OF FUNDS: Payments for all services provided in accordance with the provisions of this contract are subject to appropriations and contingent upon the availability of local Children Services funds, and shall not exceed \$50,000.00 per contract period.
- 4) INDEPENDENT CONTRACTORS: Provider, its agents and employees are independent contractors in the performance of this contract, and are not officers, employees or agents of the State of Ohio or the Agency. It is the intention of the Agency and the Provider that no employment relationship be created between the Provider, agents and employees on the one hand and the Agency on the other hand.
- 5) FINANCIAL RECORDS: Provider shall maintain financial records, payroll, documents,

accounting procedures and practices which sufficiently and properly document the receipt and expenditure of funds provided through this contract. Such records shall be subject at all reasonable times to inspections, reviews, or audit by duly authorized federal, state, and Agency personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Articles of this contract.

- 6) AVAILABILITY AND RETENTION OF RECORDS: Provider shall maintain and preserve all financial and eligibility determination records related to this contract, including, any other documentation used in the administration of the program, in its possession for a period of three years from the date of contract expiration. These records may only be destroyed according to the provider's policy and only after a fiscal audit has been completed and a written copy provided to the Agency.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the three year period, whichever is later.

- 7) RESPONSIBILITY FOR AUDIT: Provider agrees to include in its regularly scheduled fiscal audit, the receipts and expenditures of this contract and to provide the Agency with a copy of the results of that audit. Provider agrees to, if required by the director of the Agency on the basis of evidence of misuse or improper accounting of funds, have an independent audit of expenditures conducted and make copies of the audit available to the Agency.

- 8) RESPONSIBILITY FOR AUDIT EXCEPTIONS: Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by any appropriate state or federal audit that is directly related to the provisions of the provider contract. The Provider shall be entitled to use and exhaust any and all audit appeal provisions or measures allowed by law or rule.

- a. The Provider agrees to pay the Agency the full amount of payment received for services not covered by the Provider's contract.
- b. The Provider agrees to pay the Agency the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification.
- c. As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived, by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state of mind or other objective or subjective fact.

- 9) CIVIL RIGHTS: The Agency and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race,

color, sex, religion, natural origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any party found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Ohio Department of Job and Family Services and termination of this contract.

10) ETHICS, INSURANCE, INDEMNIFICATION:

- a. ETHICS: This agreement shall be governed and interpreted in accordance with federal and state laws, any and all applicable federal or state rules, and professional ethics of national or state sanctioned associations.
- b. INSURANCE: Provider agrees to have and maintain in force general liability and professional liability insurance to adequately insure the persons and estates of served individuals against reasonably foreseeable torts which result in a claim. The Provider shall name the Agency as an additional insured in said policy(s) and provide the Agency with a copy of the certificate of insurance as documentation of such within 45 calendar days of the effective date of this contract and anytime the coverage and/or carrier changes.
- c. INDEMNIFICATION: The provider agrees to and shall defend, indemnify and hold harmless The Agency, their employees, or agents against any claim or action for damages of any nature whatsoever in any lawsuits naming the Provider or The Agency or their employees or agents when the lawsuit arises out of or is related to the professional conduct of their respective employees or agents in the performance of this agreement.

11) TERMINATION: This contract may also be terminated on the basis of adverse findings in the audit required herein or at any time upon 45 calendar days written notice by either party. If either party terminates this contract, all evaluations and assessments which are "in process" shall be completed within 45 calendar days and such services will be paid by the agency at the contracted rate. At the time notice is given to terminate, no further referrals shall be made or accepted.

12) AMENDMENT OF CONTRACT: This contract may be amended at any time by a written amendment agreed to and signed by both parties.

13) PUBLICITY: Excluding psychological diagnostic evaluations or assessments, the product(s) produced by the services purchased under this agreement shall become the property of the Agency. The Provider may not release, alter or re-release any work product developed and purchased through this agreement without the written consent of the Agency. (See 16. D)

- 14) ACCESSIBILITY OF PROGRAM TO HANDICAPPED: Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 85) and all guidelines and interpretations issued pursuant thereto. Provider understands that if it is found to be out of compliance with this paragraph it may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
- 15) EQUAL EMPLOYMENT OPPORTUNITY: Provider agrees as a condition of the contract to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR, Part 60.
- 16) PROGRAM SPECIFICS:

THE PROVIDER AGREES:

- A. To accept referrals of adults and children for assessment from the Agency. Excluding collateral contacts and interviews of significant other, the person referred for the assessment will be considered an assessment for contract purposes. The services purchased through this agreement shall consist of staff consultation, diagnostic assessment and juvenile sexual abuse victim/offender assessments. The Provider shall meet with individual staff of the Agency to evaluate the need for an assessment before scheduling client appointments. This early consultation will clarify the purpose of the assessment and specifically the questions, issues to be addressed in the assessment.
- B. To provide evaluations of referred clients, using such techniques as: clinical interviews of children and parents, observation, formal psychological testing, screening inventories, and review of case material -- the specific mix of which will be determined on a case-by-case basis by both parties.
- C. To notify all clients in writing in advance of a scheduled appointment and maintain copies of such notifications in the record.
- D. The Provider agrees to fax or e-mail the designated Agency employee, notice of when a client has kept their first appointment and a summary of the client's progress. The Provider agrees to send the Agency a completed evaluation report within 30 calendar days of the client's final appointment. Failure to meet this deadline will result in loss of payment for services. The assessment/report shall at the outset indicate the dates of scheduled, kept or missed appointments which are the direct "client with Provider" contacts for the basis of the assessment/report.

This report belongs to the Agency and a copy shall be maintained according to the Provider's record keeping policy and procedures. The agency shall comply

with all court orders which specify to whom the report is to be released. Typically these include but are not limited to the following: the Wayne County Court of Common Pleas, Juvenile Division; any Guardian Ad Litem assigned to the case; and any Defense Counsel assigned to the case.

- E. To provide such evaluations at the provider's office and to supply all necessary materials and equipment for use in completing the evaluations. Costs for materials and supplies are included in the calculation and agreement on the hourly unit rate.
- F. Services provided under this contract shall include the following at the rates listed:
 - a) Staff Consultation: _____
 - b) Diagnostic Assessment: _____
 - c) Sex Abuse Victim/Offender Assessments _____

All services will be billed in six minute increments.

CANCELLATION/"NO SHOW"

A flat fee of _____ will be charged for any "no show" appointment. The Agency will not be charged for any missed appointments because of actions/inactions of the Provider. (i.e. illnesses of the assessor, cancel and reschedule by the Provider, clerical omissions such as failure to notify clients sufficiently in advance and in writing of their appointments or changes in their appointments.)

The Agency agrees to pay a flat fee of _____ to be applied to the Provider's court ordered "no show" fee assessments. This amount shall be paid during the last month of the contract and shall be subject to resources still available up to the contract dollar limit.

- G. INDIGENCY/SELF PAY CLIENTS: Clients who meet court indigence standards or otherwise provide documentation of qualifying for Temporary Assistance for Needy Families (TANF), Medicaid health insurance or food stamps shall have no financial responsibility for the assessment, but will remain responsible for any court ordered "no show" fees.

Clients who are not found indigent by court standards will be responsible for the full cost of the assessment. Payment for said costs shall be made to the Provider according to the Providers policies and procedures and in compliance with relevant court orders.

- H. To provide to the Agency monthly billing statements which include the following: the client's name, the name of the person seen if different than the client, the date of scheduled service, the type of service, whether the appointment was kept or not and if not, the reason for the missed appointment, and the total amount being billed. Billing statements must be submitted by the

third work day of each month for the previous months service and will then be payable after the next regular monthly meeting of the Wayne County Children Services Board. With the invoice each month, the Provider shall provide a summary of "self pay" client referrals.

THE AGENCY AGREES:

- A) To pay the Provider _____ per hour for staff consultation, diagnostic assessments and juvenile sexual abuse victim/offender assessments upon receipt of a timely and properly itemized statement.
 - B) To provide the Provider with a copy of the court order. The court order shall specify if the client meets indigence standards and has no co-pays for the assessment or is a self-pay client and specifies the client paid portion of the assessment, payable to Wayne County Children Services Board.
 - C) To provide, prior to the evaluation, client background information, including: social history information, a statement of the reason the family/person is now involved with The Agency including whether the assessment is court ordered, access to review law enforcement reports and Agency investigative reports, any school records (including IEP's and school testing, etc.), and medical or other clinical assessment or treatment records that are available and if not available, a signed release for those in The Agency's custody granting the Provider access to this information. These materials are necessary for the evaluator to select the most appropriate materials and interventions for the assessment. The information and materials provided by the Agency or obtained by releases will be returned to The Agency with the completed evaluation/assessment and a copy of the client informed consent.
 - D) To maintain a schedule of consultations by client name noting the Agency staff to be involved in each consultation.
- 17) The Agency and The Provider shall share equal responsibility in the consultation phase to do the following:
- 1. Determine the need for and purpose of the assessment. Develop and agree upon a set of questions which are to be the focus of the assessment.
 - 2. Clarify transportation or other special needs of clients. (i.e. non-English speaking, inability to read, hearing impaired, etc.)
 - 3. Determine a list of significant others whose participation in the assessment is suggested based on their relationship to the client and the information they may know.

SIGNATURE PAGE:

Deanna Nichols-Stika
Executive Director
Wayne County Children Services Board

Date

PROVIDER

Date

WCCS Board Approved: _____

