

AGREEMENT
Between
TASC of Northwest Ohio, Inc.
And
Toledo Municipal Court

THIS AGREEMENT ("Agreement") is made, as of the date signed by and between the Toledo Municipal Court, located at 555 N. Erie St., Toledo, Ohio 43604, ("TMC"), and TASC of Northwest Ohio, Inc., located at 3330 Glendale Ave., Toledo, Ohio 43614, ("TASC").

- I. Scope. This Agreement is intended to document a referral relationship between TMC and TASC and for the furnishing of professional services, either directly by TASC or through other providers, for the assessment, evaluation, treatment or referral for treatment, case management, monitoring and reporting relating to referred participants' probation to include alcohol and substance abuse treatment. The services under this agreement shall be delivered in a manner consistent with the TASC clinical management model and incorporating the ten critical elements identified by the Bureau of Justice Assistance and the Ohio Department of Alcohol and Drug Addiction Services.
- II. Term and Termination. The term of this Agreement shall commence on **July 1, 2023 and shall continue until June 30, 2025**. Either party may terminate this Agreement, at its sole discretion, at any time, upon 90 days written notice to the other party, provided that no termination of this Agreement shall affect the amount of fees to be charged by or owed to TASC for any participant referred by TMC undergoing treatment at the time of termination of this Agreement.
- III. TMC Responsibilities
 - A. TMC agrees to provide TASC for each referred participant the following:
 1. A public copy of participant's criminal history record check,
 2. A completed referral form,
 3. An Ohio Risk Assessment Report (ORAS) or score,
 - B. Via telephone contact, within one (1) working day, TMC will notify the TASC Case Manager of any TASC referred participant terminated from TMC Probation Supervision.

IV. TASC Responsibilities.

- A. TASC agrees to accept TMC referred participants who meet the Clinical protocols for levels of care as determined by TASC; and who are able to benefit from these services as determined by TASC.
 - B. TASC will develop a strength-based, individualized treatment plan completed with the participation and consensus of the probationer.
 - C. TASC will utilize an evidence-based cognitive behavioral model to facilitate and support change.
 - D. TASC will furnish the necessary materials, services and qualified personnel to provide the diagnostic assessment, referral, interim services, case management and education in accordance with the specifications mentioned below. TASC will notify TMC prior to any changes in TASC's procedures regarding existing participant services provided or supported to this agreement.
1. TASC will schedule an intake appointment for all participants referred to TASC in person or via telephone.
 2. TASC will forward to TMC an electronic copy of the assessment, progress notes and discharge summaries.
 3. TASC agrees to distribute referrals based upon the following:
 - a. Participant's DSM V diagnosis and recommended level of care as determined by TASC's SOQIC assessment and Clinical Protocols for Levels of Care.
 - b. Participant choice in which treatment agency they wish to attend, if possible.
 - c. It is the goal of TASC to have participants' access treatment services as soon as possible. Therefore, TASC participants who have not started the recommended level of care within seven (7) working days of admission may be referred elsewhere for services, except in the instance when the treatment agency providing services is the sole provider. In the instance of a sole provider situation, if the participant has not accessed the recommended level of care within seven (7) working days from the treatment agency, TASC will provide interim services.
 4. TASC agrees that once a probationer is admitted to TASC, TASC will consult with TMC prior to referring the participant to another agency.
 5. TASC will assure the probationer's continuation at TMC through close participant supervision and case representation in the Court when necessary.
 6. TASC will be responsible for Assessment and Case Management. Primary

responsibilities include accessing community resources, ensuring continuity of participant care, and coordination between treatment agency(ies), TMC and TASC.

7. Within one (1) working day and via telephone contact, TASC will notify the TMC contact probation officer of any participant terminated from TASC.
8. TASC agrees to provide written results of urinalysis and breathalyzer tests done on TMC participants to TMC and in accordance with appropriate written releases. Positive results will be verbally communicated within 24 hours of a documented positive result and written reports will be forwarded within 5 working days for all results.
9. Upon acceptance of a Probation Grant program referral, TASC agrees to schedule an assessment within three (3) business days of receiving the referral. Where alcohol or drug treatment is warranted, TASC agrees to refer to appropriate treatment provider within two (2) days of determining participant's treatment needs. Where unhealthy patterns of thought are causing self-destructive behaviors and beliefs, the participant will be enrolled in a cognitive behavioral treatment group. Upon completion of the CBT group, the participant will be referred to an authorized batterers group.
10. TASC agrees to provide TMC written verification of participant admission within five (5) working days, and agrees to provide participant discharge summaries within five (5) working days.
11. TASC will supply written monthly updates regarding treatment progress in lieu of attending the TMC weekly staff meetings. Reports will be supplied within 5 working days of month's end.

V. Fees and Payment

- A. Fees are payable by TMC to TASC in accordance with Attachment A, which is incorporated in and made a part of this Agreement.
- B. Where possible, TASC will bill Medicaid for assessment, case management and CBT treatment services. If not available, TASC will invoice TMC by the 10th day of the following month for assessment, case management, and CBT treatment rendered by TASC and treatment services rendered by the Treatment Providers. TMC agrees to pay TASC for approved services within thirty (30) days of receiving a final and correct, monthly invoice.
- C. The maximum amounts TASC can bill TMC for assessment, case management and CBT services pursuant to this agreement per program participant and the maximum amount TMC will pay TASC per program participant for treatment services provided to a participant by an approved Treatment Provider pursuant to this agreement is as follows (TASC and all Treatment Provider Agencies will only be paid for actual services provided to a referred participant. There is no minimum dollar guarantee provided to TASC or any Treatment Provider Agency under this Agreement):

1. TASC rates for service

- a. Assessment \$125.28

- b. Case Management (60 min) \$88.12 - \$101.32*
 - c. CBT services (90 min) \$60.84
 - d. Anger Management \$35.00
 - e. Administration and billing services 5% of total invoice
- 2. Treatment Provider rates for service per unit (Units are defined as one (1) hour of service delivery). All invoices must reflect Unit Rate charges according to this definition. Services for less than one unit should be prorated and billed accordingly.
 - a. SUD treatment Current Medicaid rate
 - b. Anger Management Assessment \$35.00
 - c. Anger Management Treatment \$25.00 per session
 - d. Anger Management maximum \$335.00 (12 weeks)
- 3. Batterer's Intervention rates for service per unit (Units are defined as two (2) hour treatment blocks, ex: three (3) sessions would equal six (6) hours of treatment.
 - a. Batterer's Intervention Assessment \$35.00
 - b. Batterer's Intervention treatment \$25.00 per session
 - c. Batterer's Intervention maximum \$685.00
- 4. Treatment Provider Agency Ceiling levels (per offender)
 - a. SUD services (IOP & Aftercare) \$3,200.00
 - b. SUD services (Individual Counseling) \$1,100.00

*Rate varies based on MH vs. SUD diagnosis Code, and Credential of Rendering Provider

TASC and all Treatment Provider Agencies will only be paid for actual services provided to an offender pursuant to this agreement. There is no minimum dollar guarantee provided to TASC or any Treatment Provider Agency under this Agreement.

VI. Confidentiality.

- A. Both parties acknowledge that, in exchanging any information about mutual participants, each is fully bound by the provisions of the Federal Regulations governing the confidentiality of alcohol and drug participant's records {Title 42, CFR, Part 2}.
- B. Both TASC and TMC will have signed releases of information, that meet the standards for treatment agencies, that have not expired or been voided.
- C. The parties agree that they will enter into and maintain compliance with Business Associate Agreements as appropriate and defined by the Health Insurance Portability and Accountability Act of 1996.

- VII. Conflict Resolution. Each party will commit to resolving differences regarding this agreement at the lowest level necessary to affect change. If either party has a complaint an attempt should be made to resolve this issue at the direct service provider level. Failure to resolve the issue at this level will result in supervisory intervention. If the respective supervisors are not able to resolve the issue, the Executive Directors will arrange a meeting within 10 working days. The resolution process should not take longer than 15 working days from receipt of the complaint by either party.

VIII. Insurance and Indemnification.

A. Insurance.

1. General Liability Insurance. TASC shall maintain insurance from companies lawfully authorized to do business in Ohio. Coverage shall be written on an occurrence basis and shall be maintained without interruption for the term of this Agreement. TMC shall be named as an additional insured. TASC shall provide the TMC with Certificates of Insurance or other evidence of insurance acceptable to the TMC.
 - a. Commercial General Liability: at least \$1,000,000 million aggregate limit, \$500,000 personal and advertising injury limit per person/organization; \$500,000 bodily injury and property damage per occurrence.
 - b. Comprehensive Automobile Liability: at least \$1,000,000 limit for bodily injury and property damage covering owned, non-owned, and hired vehicles.
2. Workers' Compensation. TASC shall maintain workers' compensation insurance coverage for all of its employees for the term of this Agreement consistent with the requirements of Ohio law. TASC shall provide to the TMC a certificate of coverage, or a certificate of employer's right to pay compensation directly, from the Ohio Bureau of Workers' Compensation

- B. Indemnification. TASC, for itself and its agents, employees, subcontractors and the agents and employees of said subcontractors, agrees to indemnify, hold harmless and defend TMC, its officers, employees, agents and appointed and elected officials, for any claim, cost, loss, damage or obligation whatsoever in nature (including reasonable attorney's fees and court costs) arising out of or through in any way from TASC negligent performance and/or provision of services under this Agreement; excluding, however, claims arising from TMC's negligence, omission or willful misconduct.

In any and all claims against TMC, its officials or employees by any employee of TASC, any subcontractor, agent, anyone employed by any of them, or anyone for whose acts any of them may be liable, TASC expressly waives the immunity provided to TASC by Article II, Section 35 of the Ohio Constitution and Ohio Revised Code Sections 4123.74 and 4123.741, so that this indemnification obligation may be enforced by TMC against TASC in those instances.

IX. Other Provisions.

- A. Relationship of Parties. Operator is performing pursuant to this Agreement only as an independent contractor. TASC and its employees shall not be deemed to be employees, agents or representatives of TMC.
- B. Nonexclusive. This Agreement shall be nonexclusive. Nothing herein shall preclude either party from entering into agreements for the same or similar services with other entities.
- C. Non-Discrimination. TASC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, disability, sexual

orientation or marital status.

- D. Assignment. Neither party may assign or transfer rights and obligations under this Agreement without the consent of the other party.
- E. Compliance with Law. Each party agrees that it will perform its obligations in accordance with all applicable Federal, Ohio and City of Toledo laws, rules and regulations.
- F. Notices. Any notice or other communications required or permitted under this Agreement will be in writing and will be deemed sufficiently given when delivered in hand, email, or three (3) days after being mailed by first-class United States mail, postage prepaid, and in each instance addressed as follows:

In the case of TMC:

Toledo Municipal Court
Attention: C. Lisa Falgiano, Court Administrator 555 N. Erie St.
Toledo, OH 43604
email: lisa.falgiano@tmcourt.org

In the case of TASC:

TASC of Northwest Ohio, Inc.
Attention: Jason Pollick, Executive Director
3330 Glendale Ave.
Toledo, Ohio 43614
email: jpollick@tascnwo.org

TASC and/or TMC may from time to time change its designated recipient or address for notification purposes by giving written notice of the new designated recipient or address and the date upon which it will become effective.

- G. Amendment. The terms of this Agreement will not be changed other than by written agreement executed by both Parties. The parties agree to meet annually to discuss any changes necessary to the Agreement.
- H. Entire Agreement/Severability. The Agreement, including any attachments and amendments, contains the entire understanding of the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- I. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Ohio, and any action or proceeding arising from this Agreement shall be commenced in a court of competent jurisdiction located in Lucas County, Ohio.
- J. Captions and Interpretation. The Article and Section captions are for

reference and convenience only, and shall not enter into the interpretation of this Agreement.

Agreed:

Date
Wade Kapszukiewicz, Mayor
City of Toledo

Date
TOLEDO MUNICIPAL COURT
Lisa Falgiano
Court Administrator

Date
TASC OF NORTHWEST OHIO
Jason D. Pollick
Executive Director

Date
TOLEDO MUNICIPAL COURT
Jennifer Friddell
Chief Probation Officer

Reviewed as to form:

Date
City Toledo Law Department