

CONTRACT

CUYAHOGA COUNTY Specialized Programming for Non-Support Offenders

THIS CONTRACT, made and entered into this ____ day of _____, 2011 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 (the "Court") and Passages Connecting Fathers and Sons, Inc., a not-for-profit Ohio corporation with principal offices located at 3631 Perkins Avenue, Cleveland, Ohio 44114 (the "Contractor").

WITNESSETH:

That for and in consideration of payments hereinafter mentioned, to be made by the County, the Contractor agrees to furnish all materials and labor, and perform all the work required for Specialized Programming Services for Non-Support Offenders to target probation violators who are non-compliant with the terms of their court-ordered child support obligations, for the Cuyahoga County Common Pleas Court and the Correction Planning Board of Cuyahoga County, Ohio for the period July 1, 2011 through June 30, 2014 in accordance with the specifications and to the satisfaction and acceptance of the County.

The Contractor further covenants and agrees that the following documents shall be bound with or accompany and be an essential part of this contract: Notice to bidders and proposals upon which this contract was awarded; specifications predicted to this contract; the material specifications together with the general clauses and covenants of the County of Cuyahoga, Ohio in effect at the time this contract is entered into; and this Contract.

It is expressly stipulated and agreed that the Contractor hereby covenants and agrees that he/she has full knowledge of the site, plans, specifications, and conditions relative to the performance contemplated by this contract and made an essential part thereof, and that the affixing of his/her signature hereto shall constitute complete acceptance of and compliance with aforesaid specifications, and conditions.

In consideration of the premises the County agrees to pay to the Contractor a certain sum of money, which shall be, set forth in the proposal attached hereto and made a part thereof. This aforesaid sum shall be understood to be and **NOT TO EXCEED: FORTY FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$45,250.00)** in each year of the contract period and for a total **NOT TO EXCEED: ONE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$135,750.00)** over the three year term of the contract. All contract funding is subject to amendment based on the Court's current funding provider for these services. Any changes to the contract monetary limit will be conveyed to the Contractor in the form of a contract amendment as prescribed in Section IV of this contract.

I. CONFIDENTIALITY:

1. The Contractor 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 Contractor shall assure that in exchanging, storing, processing or otherwise dealing with any information about referred participants or offenders, the Contractor 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 Contractor shall institute appropriate procedures for safe guarding such information, with particular reference to offender identifying information. In performance of this Contract, the Contractor 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.

II. COUNTY RESPONSIBILITY:

1. On-site visits – The Court shall be permitted to observe program activities in which the offenders are participants. The Court may converse with the Contractor 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 the Common Pleas Court Adult Probation Department Chief Probation Office, or a Deputy Chief Probation Officer, Manager, Supervisor, Probation Officer, and/or other individuals designated by the Court.
2. Accounting – The Court shall have access for purpose of audit and examination to any books, documents, personnel files, papers and records of this Contractor that are pertinent to subject Contract.

III. TERMINATION OF CONTRACT:

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

IV. AMENDMENT

This document shall constitute the entire agreement of the parties and may not be changed, modified, discharged, or extended except by written amendment duly executed by all parties hereto. All parties agree that no representation shall be binding upon any party hereto unless in writing.

V. REIMBURSEMENT:

All services will be reimbursed on a fee for service basis. The fee for service will include all Contractor costs for specialized programming for non-support offenders. The Contractor agrees that the per unit fees for group sessions are defined as:

- **Group Session (Unit) Minimum**
Cost of a Group Session consisting of at least one (1) and not more than seven (7) offenders for sixty (60) minutes shall not exceed \$300.00 per session;
- **Group Session (Unit) Maximum**
Cost of a Group Session consisting of at least eight (8) and not more than fifteen (15) offenders for sixty (60) minutes shall not exceed \$400.00 per session;
- **Case Management Unit**
Cost of an individual case management unit shall not exceed \$11.75 for a thirty (30) minute session and shall be billed in minutes of service.

VI. METHOD OF PAYMENT:

The Contractor will submit a monthly invoice to the Corrections Planning Board for services provided to the Specialized Programming Services for Non-Support Offenders 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
- Length of Service
- Termination Status (Success or Failure w/explanation)

The Corrections Planning Board and the Common Pleas Court Adult Probation Department Management Team will verify the submitted charges for accuracy and, upon approval of payment, will process payment through the Cuyahoga County Fiscal Office.

Invoices shall be submitted to:

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

VII. INDEMNIFICATION:

The Contractor agrees to protect, defend, indemnify and hold the Agency, the County of Cuyahoga, Ohio, their 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 Contractor, negligent or otherwise, and its employees officers, agents, or independent contractors. The Contractor

agrees to pay all damages, costs and expenses of the agency, officers, agents, employees and the County of Cuyahoga, Ohio in defending any action arising out of the aforementioned acts or omissions.

VIII. 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 County of Cuyahoga, Ohio and the Contractor through its duly authorized representative have hereunto subscribed and affixed their respective signatures.

County of Cuyahoga, Ohio

X 

Edward FitzGerald, County Executive

Date

Contractor



Rev. Dr. Brian Moore
President and C.E.O.

Passages Connecting Fathers and Sons, Inc.

Date

5/26/2011

IF AN INDIVIDUAL, DOING BUSINESS UNDER A FIRM NAME, SO STATE, GIVING BOTH NAMES.

IF A PARTNERSHIP, SO STATE, GIVING NAMES AND POST OFFICE ADDRESSES OF ALL PARTNERS ON LINES OPPOSITE.

IF A CORPORATION, GIVE FULL CORPORATION NAME AND STATE UNDER THE LAWS OF WHAT STATE YOU ARE INCORPORATED; OFFICER SHOULD ADD HIS SIGNATURE AND TITLE, AND FURNISH A COPY, CURRENTLY DATED AND CERTIFIED BY THE SECRETARY OF THE CORPORATION OF A RESOLUTION BY THE BOARD OF DIRECTORS AUTHORIZING THE PARTICULAR OFFICER TO SIGN THE CONTRACT ON BEHALF OF HIS COMPANY AND FURTHER CERTIFY THAT THE RESOLUTION IS IN FULL FORCE AND EFFECT.