

CONTRACT

CUYAHOGA COUNTY Community Work Service Placements and Supervision

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 Adult Probation Department (the "**Court**") Court Community Service, a not-for-profit, tax exempt 501(c) 3 agency with principal offices located at 614 West Superior Avenue, Suite 900, Cleveland, Ohio 44113 ("**CCS**"). This Contract is for offender placement services as described below in "Scope of Services" for those offenders ordered to complete community work service sanctions as a part of their community control.

WITNESSETH: That for and in consideration of payments hereinafter mentioned, to be made by the County, **CCS** agrees to furnish all materials and labor, and perform all the work required for Community Work Service Placement and Supervision Program for the Cuyahoga County Common Pleas Court and the Adult Probation Department of Cuyahoga County, Ohio for the period January 1, 2012 through December 31, 2014 in accordance with the specifications and to the satisfaction and acceptance of the County.

CCS 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 **CCS** 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 **CCS** 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: ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$185,000.00) in each year of the contract period and for a total NOT TO EXCEED: FIVE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$555,000.00) 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 **CCS** in the form of a contract amendment as prescribed in Section IV of this contract.

I. CONFIDENTIALITY:

1. **CCS** 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. **CCS** shall assure that in exchanging, storing, processing or otherwise dealing with any information about referred participants or offenders, **CCS** 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)). **CCS** shall institute appropriate procedures for safe guarding such information, with particular reference to offender identifying information. In performance of this Contract, **CCS** 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 **CCS** 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 **CCS** 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 **CCS**. In the event that the Contract is terminated by **CCS** ninety (90) calendar days advance written notice shall be given to the Court.

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 placement fee for service basis:

- \$80.00 for each referral placed in community service during calendar year 2012 with a maximum reimbursement of \$185,00.00;
- \$82.00 for each referral placed in community service during calendar year 2013 with a maximum reimbursement of \$185,00.00;
- \$84.00 for each referral placed in community service during calendar year 2014 with a maximum reimbursement of \$185,00.00.

CCS will collect offender fees as identified by the Administrative Judge's order for each referral placed into community service and submit an account of those fees to the Court. Use of collected fees must adhere to the terms outlined in the CCS proposal, page 24.

VI. METHOD OF PAYMENT:

CCS will submit a monthly invoice to the Court through the Adult Probation Department Chief Probation Officer for offenders placed in the Community Work Service and Supervision Program no later than the 5th day of the month following services. Each invoice will contain the following information:

- ◆ Offender Name
- ◆ Offender Number
- ◆ Date of Placement

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:

**Vincent D. Holland, Chief Probation Officer
Cuyahoga County Adult Probation Department
1200 Ontario Street, 7th Floor
Cleveland, Ohio 44113**

VII. INDEMNIFICATION:

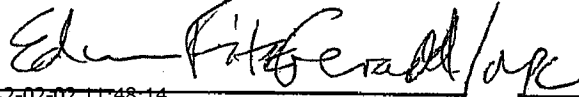
CCS agrees to protect, defend, indemnify and hold the Agency, the County of Cuyahoga, Ohio, their officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and nature arising out of or in connection with any acts or omissions of CCS, negligent or otherwise, and its employees officers, agents, or independent contractors. CCS 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 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 Court Community Service through its duly authorized representative have hereunto subscribed and affixed their respective signatures.

County of Cuyahoga, Ohio Executive



2012-02-07 11:48:14
Edward FitzGerald, County Executive

Date

CCS



Paul J. Klodoff, Executive Director
Court Community Service,

10-14-11
Date

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.