

FEB 10 2011

AGREEMENT

BROADVIEW HEIGHTS
MAYOR'S COURT

THIS AGREEMENT is entered into this 23rd day of February, 2011 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Juvenile Court (hereinafter called the "COURT") and **City of Broadview Heights**, a government entity, with principal offices located at 9543 Broadview Road, Broadview Heights, OH 44147, Federal ID [REDACTED] (hereinafter called the "VENDOR")

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to develop and implement the Community Diversion Program (CDP) or utilize another COURT-approved CDP to hear misdemeanor and status offense complaints that occur in the **City of Broadview Heights** or are committed elsewhere by **Broadview Heights** residents and the VENDOR can provide these services from January 1, 2011 to December 31, 2011. Attachment A identifies some of those misdemeanor and status offenses appropriate for diversion.

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 10 to 17. These youth shall be residents of Cuyahoga County referred by the COURT'S Intake Department (hereinafter called the "YOUTH")
- II. DESCRIPTION OF SERVICES - The PROGRAM will be developed and implemented according to standards developed by the COURT, which include, but are not limited to:
 - A. The CDP will have access to at least one Volunteer Magistrate
 1. A Volunteer Magistrate should be an attorney in good standing, licensed by the State of Ohio or employed by the federal government, and approved by the COURT.
 2. Any Volunteer Magistrate shall complete the orientation program and paperwork provided by the COURT.
 - B. The COURT has reviewed and approved the CDP procedures to be implemented by the PROGRAM.
 - C. The VENDOR has a confidential filing system that the COURT shall have access to for review.
 - D. The VENDOR follows reporting requirements laid out below.
 - E. The VENDOR is subject to verification of funding.
 - F. The VENDOR shall monitor participants in the CDP program one (1) year from the date of the hearing.
 - G. Reporting Requirements
 1. The VENDOR agrees to furnish to the COURT by the first (1st) day of each month the monthly CDP Database Report completed in its entirety for each child diverted during the previous month. For example, all data on diversion hearings occurring in January must be reported by February 1. This data includes, but is not limited to, the type of offense committed by the child and information pertaining to the outcome (sanctions and services) of the diversion hearing. The VENDOR will report this data to the COURT using the Access database format established by the COURT. The

COURT will supply the VENDOR with a database disk. Failure to report the data by the first (1st) day of each month or to follow the Access database format is grounds for discontinuing funding and jeopardizes future eligibility for funding.

2. Information reported in the database will be used for statistical and financial analysis only. Access to this information will be restricted by the COURT.

III OPERATIONAL DETAILS -

A SERVICE SITE: YOUTH are served at a mutually agreed upon site.

B CONTACT PERSON:

Jean Mazer, Clerk of Court
City of Broadview Heights
9543 Broadview Road
Broadview Heights, Ohio 44147
Phone: (440) 746-3105

I OBJECTIVES

A. The VENDOR shall ensure that the following Objectives and Performance Indicators are met for each residential program provided under this AGREEMENT:

Objectives

1. 75% of adjudicated YOUTH admitted to the program during the contract period will successfully complete the program.
2. 75% of adjudicated YOUTH admitted to the program will not recidivate within 12 months of successful release from the program.

Performance Indicator

1. Number of adjudicated YOUTH admitted to the program during the contract period
2. Number of adjudicated YOUTH who do not recidivate within 12 months of release from the program.

Please note:

Recidivism is defined as (1) an adjudication or adult conviction for a new offense or (2) an adjudication for a Probation Violation/Violation of Court Order within a specified period of time for any YOUTH who has successfully completed the program.

Successful Program completion defined as meeting all goals of program and completing all scheduled program components **and** not accumulating any additional charges in a period of one year from the date of the hearing.

Unsuccessful completion is defined as a YOUTH who re-offends, or who does not meet and/or complete the program goals.

Any YOUTH who does not complete all the program components due to incarceration due to a separate charge formally filed before entrance into the program, or any reason other than program non-compliance is considered neither successful nor unsuccessful.

- I BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds. Funding is not to exceed \$3,600.00 per 12-month period. All funds disbursed to the VENDOR from the COURT shall be audited and monitored by the COURT. Failure to provide adequate or substantial verification of receipt and expenditure of FUNDS shall result in the COURT discontinuing funding. Should the COURT discontinue funding, the

VENDOR must reimburse all remaining funds for which substantial documentation of receipt or expenditure cannot be produced. If more than 50% of the allocated funding is not spent at the end of this AGREEMENT, the VENDOR will return the funding to the COURT.

- A. 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 AGREEMENT.
- B. Monthly Fiscal Report: The VENDOR shall, within ten (10) days following the last day of each month, submit an invoice covering services rendered to the YOUTH by the VENDOR at each facility during such month (see Attachment B) to the COURT. No invoices will be processed without an accompanying electronic submission of all CDP data in the Access database. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, and month on it. All invoices must be signed and dated for verification by the VENDOR. 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. 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.
- C. Invoice Review: The COURT shall accept the electronic invoice as evidence of its receipt by the COURT. The electronic invoice shall be deemed received the date it is sent by the VENDOR. The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT.

II FINANCIAL REPORTING PRINCIPLES - The VENDOR will adhere to the following financial reporting principles:

- A. Generally accepted accounting principles for maintaining all financial records
- B. Rule 5101:2-47-11 of the Administrative Code: Reimbursement for foster care maintenance costs for children's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities.
- C. Rule 5101:2-47-25 of the Administrative Code: Foster care maintenance rate setting: Allowable costs for use in completing the ODJFS 02909 Residential Child Care Facility Cost Report and the ODJFS 02910 Purchased Family Foster Care Cost Report.
- D. Rule 5101:2-47-26 of the Administrative Code: Foster care maintenance rate setting: Unallowable costs for use in completing the ODJFS 02909 Residential Child Care Facility Cost Report and the ODJFS 02910 Purchased Family Foster Care Cost Report.
- E. Where applicable, adherence to the following federal definitions for allowable cost as defined in:

1. Office for Management and Budget A-87: Cost Principles for State, Local and Indian Tribal Governments.
2. Office for Management and Budget A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations
3. Office for Management and Budget A-122: Cost Principles for Non-profit Organizations.
4. Office for Management and Budget A-133: Audits of States, Local Government and Non-profit Organizations

III. 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 AGREEMENT. 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 AGREEMENT.

IV. 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 enclosed

V. ON SITE VISITS - The COURT and the State of Ohio shall be allowed to access, review and discuss project activities, program records and to interview individual youth, family, and/or project staff that are served or paid in whole or in part under this AGREEMENT. Appropriate documentation for each financial transaction shall be available for examination upon request by the COURT, The Ohio Department of Job and Family Services, the Ohio Auditor of State, or the United States Department of Health and Human Services.

VI. 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

VII. 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.

VIII. ANTI-DISCRIMINATION - The VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, 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.

- IX ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- X RELIGIOUS AFFILIATIONS -Religious programming, if offered, shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XI 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 agreement with its employees to that effect.
- XII LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall notify the Juvenile Court Placement Manager immediately of any sanction, change in license, and/or corrective action plan imposed any of the following agencies: The Ohio Department of Jobs and Family Services (ODJFS), The Ohio Department of Alcohol and Drug Addiction Services (ODADAS) or The Ohio Department of Mental Health (ODMH).
- XIII AMENDMENT - This AGREEMENT 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.
- XIV TERMINATION - This AGREEMENT may be terminated by either party upon thirty (30) days prior written notice to the other party. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.
- XV BREACH OF AGREEMENT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, 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

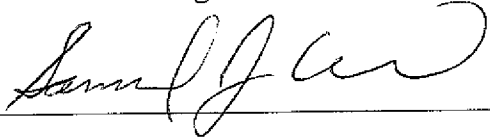
under this AGREEMENT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.

- XVI. SERVICE CONTINUITY - In the event that the funding for the program is not renewed, and the AGREEMENT 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.
- XVII. 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.
- XVIII. STATE OF OHIO ETHICS REQUIREMENTS - The VENDOR shall comply with the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements. The electronic version of the executive order is found on the web.
- XIX. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, 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.

Cuyahoga County Juvenile Court
Agreement
C Y 2011

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this AGREEMENT as of the date first above written.

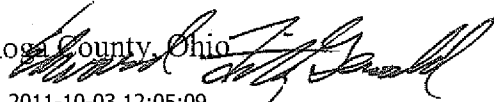
City of Broadview Heights

By: 

Cuyahoga County Juvenile Court

By:  3-18-11
Marita Kavalec, Court Administrator

EDWARD FITZGERALD, COUNTY EXECUTIVE

Cuyahoga County, Ohio

2011-10-03 12:05:09

By: _____
Edward FitzGerald, County Executive

ATTACHMENT A

Misdemeanor and Status Offenses

<u>Offense Descriptions</u>	<u>Types of Offenses</u>	<u>ORC Statute</u>
Abusing Harmful Intoxicants	M-1	2925.31
Arson (value less than \$500)	M-1	2909.03(A)(1)
Assault	M-1	2903.13(A)
Aggravated Menacing	M-1	2903.21(A)
Aggravated Trespass	M-1	2911.211
Carrying a Concealed Weapon	M-1	2923.12(A)
Cheating	M-1	2915.05(A)(2)
Coercion	M-2	2905.12
Counterfeit Controlled Substances	M-1	2925.37(A)
Criminal Damaging of Endangering	M-2, M-1(with physical harm)	2909.06(A)(1)(2)
Criminal Trespass	M-4	2911.21(A)(1)
Criminal Mischief	M-3	2909.07(A)(1)
Disorderly Conduct	MM, M-4	2917.11(A)(1)
Domestic Violence	M-1	2919.25(A)(B)
Escape	M-1	2921.34
Failure to Comply with Order	M-1	2921.331(A)
Falsification	M-1	2921(A)(3)
Gambling	M-1	2915.02(A)(2)(4)
Hazing	M-4	2903.31
Importuning	M-1	2907.07(B)
Improperly Handling Firearms in MV	M-1	2923.16(A)
Inciting to Violence	M-1	2917.01(A)(1)
Inducing Panic	M-1	2917.31(A)(1)
Intimidation of a Attorney, Victim, Witness	M-1	2921.04(A)
Making False Alarms	M-1	2917.32(A)(1)
Menacing	M-4	2903.22(A)
Menacing by Stalking (1st Offense)	M-1	2903.211(A)
Misuse of Credit Cards (Less than \$500)	M-1	2913.21(B)(2)
Negligent Assault	M-3	2903.211(A)
Obstruction of Official Business	M-2	2921.31(A)
Open Container Prohibited	MM	4301.62
Petty Theft	M-1	2913.02(A)(1)
Passing Bad Check (Less than \$500)	M-1	2913.11(A)
Possession of Criminal Tools	M-1	2923.24(A)
Possession of Drug Abuse Instruments	M-2	2925.12(A)
Possession of Drug Paraphernalia	M-4	2925.14(C)(1)
Possession of Hashish (Less than 5gms)	MM	2925.11(A)
Possession of Hashish (Not exceed 10gms)	M-4	2925.11(A)
Possession of Marijuana	MM	2925.11(A)
Poss. of Marijuana (Less than 200gms)	M-4	2925.11(A)
Prohibition/Underage Consumption	M-1	4301.69(E)(1)
Procuring	M-1	2907.23(A)(1)
Prostitution	M-3	2907.25(A)
Public Indecency (1st Offense)	M-4	2907.09(A)(1)
Public Indecency (w/prior)	M-3	2907.09

ATTACHMENT A

Offense Descriptions	Types of Offenses	ORC Statute
Receiving Stolen Property (Less than \$500)	M-1	2913.51(A)
Resisting Arrest	M-2	2921.33(A)
Riot	M-1	2917.21(A)(1)
Sexual Imposition	M-3	2907.06(A)(1)
Soliciting Prostitution	M-3	2907.25(A)
Tampering with Coin Machine (1st Offense)	M-1	2911.32
Telecommunications Harassment	M-1	2917.21(A)(1)
Unauthorized Use of a Motor Vehicle	M-1	2913.03(A)
Unauthorized Use of Property	M-4	2913.04(A)
Unlawful Restraint	M-3	2905.03
Using Weapons while Intoxicated	M-1	2923.15
Violation of Protection Order	M-1	2919.27(A)
Voyeurism	M-3	2907.08(A)
Status Offenses		
Curfew Violation		Local Legislation
Incorrigible at Home and School		2151.022(A)
Truancy from Home and School		2151.022(B)
Injure or Endangering		2151.022(C)