

**By and Between
Cuyahoga County, Ohio
and
Court Community Service**

This Contract made and entered into this ____ day of _____, 2011 by and between County of Cuyahoga, Ohio (the "**County**"), on behalf of the Cuyahoga County Common Pleas Court and the Cuyahoga County Adult Probation Department (the "**Court**") and Court Community Service, a not-for-profit, tax exempt 501(c) 3 agency with principal offices located at 1276 West Third Street, Suite 706 (Marion Building), 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. This Contract is to commence on **January 1, 2011** and continue through **December 31, 2011** in the amount not to exceed **\$185,000.00** (One Hundred Eighty-Five Thousand Dollars).

The COUNTY has determined that it desires professional and technical services to perform the functions defined under Scope of Services, which are incorporated herein, and CCS can provide the necessary professional and technical expertise:

The parties agree as follows:

I. SCOPE OF SERVICES

CCS will provide the professional and technical services and deliver the products defined in this section effective January 1, 2011 through December 31, 2011.

- A. Court Community Service (CCS) agrees to accept, place, and supervise offenders ordered by the Court to complete the community work service portion of their sentence. CCS will place and supervise the offender in non-profit community agencies or in work crews with strict on-site supervision.
- B. The following procedure and services will be used to process individuals referred to the CCS program by the Common Pleas Court Probation Department.
 - 1. Cases shall be referred by the Common Pleas Court Adult Probation Department when a Court order mandating community service is verified and the offender is properly instructed.
 - 2. A County Probation Officer shall complete the Court Community Service intake/referral form and fax it to CCS or place the referral form in a central basket for the CCS staff to pick up the newly referred cases.
 - 3. CCS staff shall interview the offender and a **Client Data Sheet** shall be completed, using information provided by the Probation Officer and obtained from the CCS interview.
 - 4. The CCS staff shall arrange a community service placement for the offender, and give the County Probation Officer written confirmation of the placement.
 - 5. The CCS staff shall monitor individual assignments, and submit cumulative monthly reports of all cases. Such reports shall include: A) list of new cases referred, pending, and terminated; B) a progress report and listing of hours worked by each offender; C) CCS shall prepare a final

report for the entire term of this contract.

6. CCS shall execute a completion form when an offender completes the community service hours ordered by the Court. Where an offender fails to complete the community work service assignment, CCS shall complete a Termination form, indicating the total number of hours completed and the reason(s) for termination.
7. A statistical analysis and offender profile report shall upon request be provided to the Common Pleas Court for the term of the contract. The statistical information to be collected for the CCS annual report will be submitted to the Court for its review and approval.
8. All incidents regarded as unacceptable by CCS and its placement agencies (including behavior, attendance, or attitude problems), shall be reported to the Common Pleas Court Probation Department.
9. CCS shall charge offenders placed into court community services work a \$60.00 fee as identified in the Administrative Judge's order, to cover the offender's costs. CCS will use reasonable efforts to collect the fee. CCS will account to the Common Pleas Court for all funds collected.

II. COMPENSATION AND METHOD OF PAYMENT

Under no circumstances shall the total payment from the Court to CCS exceed \$185,000.00 during the contract period January 1, 2011 through December 31, 2011, except that such limit does not apply to offender fees.

For services provided, CCS shall be paid by the following methods during the contract period. CCS will collect from designated offenders a \$60.00 fee as stated in section I.B.9. of this agreement. A monthly total and year-to-date totals of fees collected will be reported to the Chief Probation Officer or his/her designee along with the monthly billing report.

- A. For each offender placed in Community Work Service, the Court will pay CCS through this contract \$80.00 per placement up to the maximum allowable contract funding of \$185,000.00 during the period of the contract, January 1, 2011 through December 31, 2011;
- B. Placements in excess of the maximum allowable placements will not be paid through this contract, but may be paid through collected offender fees.
- C. During this contract, CCS will be allowed to retain offender fees collected up to an amount which equals the total number of offenders placed during the twelve-month period, times the calendar year fee outlined in Item A., above, minus the number of offender placements paid by the Court at the end of the calendar year as outlined in Item A. above.
- D. Further, any offender fees collected in excess of Item II.B. of this agreement for the current contract period, shall be retained by CCS to offset any and all losses incurred by CCS during the previous contract period (CE1000077-01), as summarized on the final invoice submitted for said previous contract.
- E. In the fourth quarter of the contract year, upon the written authorization of the Chief Probation Officer of the Cuyahoga County Common Pleas Court or his/her designee, the Contractor may request to purchase equipment and/or professional services for Court Community Service with funds which the Contractor and the County estimate to be surplus offender fees payments.

Said authorized equipment purchases shall not exceed one-half (½) of the anticipated surplus offender fees in the contract year.

- F. Any offender fee surplus collected above the adjusted operational cost of the calendar year fee outlined in Item A. above, per offender placed by CCS will be returned to the Court of Common Pleas at the end of the contract period, unless the option to extend the contract is exercised by the Common Pleas Court or a written statement is sent by the Chief Probation Officer to credit the surplus payment to the next contract. Offender fees collected during this contract period, from obligations of offenders placed in the previous contract, will be included in the above formula. Invoices for payments will be submitted by the 15th day following the monthly billing period.

As provided for in Section XI, (Renewal and Modifications), by amendment and written agreement this contract may be modified to increase the total dollar amount if placements exceed projections by more than 10% at the mid-point of the contract.

III. LIABILITY

CCS agrees to insure that the COUNTY shall be relieved of liability for damages sustained by virtue of any act of CCS in its performance of the project under this Contract. CCS will monitor offenders to insure offenders will perform a type of community service that conforms with law, is not inherently risky, nor dangerous; and does not expose an offender to any known health risk.

IV. INDEMNIFICATION

CCS agrees to protect, defend, indemnify and hold the Court, Cuyahoga County, 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 Court, officers, agents, employees Cuyahoga County, Ohio in defending any action arising out of the aforementioned acts or omissions.

V. ASSIGNABILITY

No right and obligation of either party covered by this Contract shall be assigned without the prior written approval of the COUNTY.

VI. ANTI-DISCRIMINATION

CCS agrees that in the employment of labor, skilled or unskilled, under this Contract, there shall be no discrimination exercised against any person because of race, color, religion, or national origin, as provided in Title VI of the Civil Rights Act of 1964, and subsequent amendments, and that any violation thereof shall be deemed a material breach of this Contract.

VII. TERMINATION OF CONTRACT

The COUNTY shall have the right to terminate this contract for any reason by giving CCS thirty (30) days advance written notice. The Court Community Service shall render all materials and/or services required by this Contract to the date of termination. Under no circumstances will the COUNTY be subject for any type of penalty payment upon the cancellation of this Contract. The CCS shall be paid for all materials, fees, and/or services rendered to the date of termination.

VIII. PROVISIONS CONCERNING CERTAIN WAIVERS

Subject to applicable law, any right or remedy which the COUNTY may have under this Contract may be waived in writing by the COUNTY, if in the judgment of the COUNTY, this Contract, as modified, will still conform to the terms and requirements of the pertinent laws.

IX. WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the COUNTY of any payment to CCS constitute or be construed as a waiver by the COUNTY of any breach of covenant, or any default which may exist, on the part of CCS, and the making of any such payment by the COUNTY while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the COUNTY in respect to such breach or default.

X. COUNTY NOT OBLIGATED TO THIRD PARTIES

The COUNTY shall not be obligated or liable hereunder to any party other than CCS. CCS shall indemnify the COUNTY for any successful claims against the county by third parties.

XI. RENEWAL & MODIFICATIONS

This contract may be renewed at the option of the COUNTY by written agreement of the parties for one (1) additional year at the rates and terms contained in this Contract. Cuyahoga County shall give written notice of its intention to renew to CCS at least sixty (60) days prior to the expiration date. Such written notice shall be responded to by CCS within fifteen (15) days of receipt of the notification letter, and shall contain CCS's acknowledgment the Contract will be renewed. The total duration of this contract, including the exercise of any option to renew, shall not exceed two (2) years. If notice of such intention to renew is agreed upon, CCS shall continue to provide the services outlined herein until a new contract or contract amendment is in place. By the mutual written consent of the COUNTY and CCS, this Contract may be modified whenever such modifications are deemed necessary. Any such modifications to this Contract shall be valid only when reduced to writing and signed by both parties.

XII. ACCOUNTING & AUDIT

During normal business hours, the County shall have access to, for purpose of audit and accounting, any records of CCS that are pertinent to this Contract.

XIII. STAFFING, REPORTING AND CONFIDENTIALITY

- A. CCS shall ensure any shared personal or monitoring information for any participant shall be used only for the purpose of carrying out the provisions of this contract. Information shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract. In the performance of this contract, CCS shall guarantee responsibility for protection of the confidentiality of non-public County records.
- B. CCS shall ensure that no current or future employee or volunteer providing direct client services is under active probation, parole or indicted for a felony offense. Employees shall have their record checks processed through the State Bureau of Criminal Investigation (BCI) and/or National Crime Index Computer (NCIC). A waiver for existing employees can be considered if prior checks have been made in the past 15 months.

- C. CCS shall, upon request of the Court, respond to a subpoena, appear and testify in any legal proceedings relating to the contract or CCS activities, convened by the Court at CCS cost.

XIV. NOTICES

Any notices, bills, invoices, reports, etc. required by this contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

COUNTY

Vincent D. Holland
Chief Probation Officer
Adult Probation Department
7th Floor Courts Tower
1200 Ontario Street
Cleveland, Ohio 44113

CCS

Paul J. Klodor
Executive Director
Court Community Service
1276 West 3rd Street
Suite 706
Cleveland, Ohio 44113

XV. EXTENT OF CONTRACT

This contract represents the entire and integrated contract between the COUNTY and CCS and supersedes all prior negotiations, representations or contracts either written or oral.

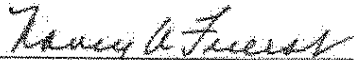
XVI. ELECTRONIC SIGNATURE

By entering into this contract I agree on behalf of the contracting not-for-profit, tax exempt 501(c) 3 agency, 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.

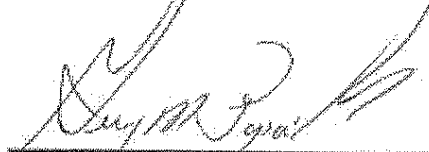
IN WITNESS WHEREOF, the COUNTY and CCS execute this Contract as of the date first written above.

By: 

EDWARD FITZGERALD, COUNTY EXECUTIVE
COUNTY OF CUYAHOGA, OHIO



NANCY A. FUERST
PRESIDING & ADMINISTRATIVE JUDGE
COMMON PLEAS COURT, GENERAL DIVISION



GREGORY M. POPOVICH
COURT ADMINISTRATOR
COMMON PLEAS COURT



VINCENT D. HOLLAND
CHIEF PROBATION OFFICER
ADULT PROBATION DEPARTMENT



PAUL J. KLOBOR
EXECUTIVE DIRECTOR
COURT COMMUNITY SERVICE (CCS)