

## AGREEMENT

THIS CONTRACT entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between County of Cuyahoga, Ohio, ("County") and Domestic Violence Center, a corporation not for profit, with principal offices located at P.O. Box 5466, Cleveland, OH 44101 ("DVC").

WHEREAS, the Avon Foundation for Women has approved the Avon Empowerment Self-Sufficiency Program for the use of funds to provide victims of domestic violence assistance in recovering from the economic hardships and barriers they face as a consequence of the violence they have suffered, and

WHEREAS, the Avon Foundation for Women has awarded County of Cuyahoga, Ohio, Department of Justice Affairs, Witness/Victim Service Center a grant for implementation of the program as set forth in the application attached hereto and incorporated herein, and

WHEREAS, it is necessary that the County and DVC enter into an agreement in order to carry out services as set forth in the attached Application and Award of the program.

NOW, THEREFORE, the parties hereby agree as follows:

### I. SCOPE OF SERVICES

DVC will provide all services as set forth in the attached Application and Award during the period from October 1, 2010, through and including September 30, 2011, or as adjusted by approved formal requires of a grant period change, program modification or grant extension. Any changes in approved staff positions, program focus, or deviations from the Application and Award must be set forth in writing and approved by the County prior to implementation.

### II. COMPENSATION

#### A. REIMBURSEMENT

The County shall reimburse DVC for allowable expenses incurred in providing the above services, wholly out of funds granted by the Federal and/or State Government for the program. In no event shall compensation exceed Fifty Thousand Dollars (\$50,000.00).

B.                METHOD OF PAYMENT

The County shall make payment to DVC on the basis of the approved Application and Award attached hereto. Invoices shall reflect the expenditures reported in the Financial Report required in Section VI of this Agreement. Monthly Financial Reporting may be required during all or part of the grant period, should the County determine that a greater frequency of reporting is necessary for the monitoring of the grant. Reimbursement for expenditures shall be made within thirty (30) days after receipt by the County of a financial report detailing expenses incurred, provided that the funds for the project have been deposited with the County. In no event shall any expenditure by DVC be reimbursed unless said expenditure is included in the schedule of expenses and proper documentation attached. The County may withhold reimbursements if DVC has been found and notified of non-compliance status with Federal, State and/or County requirements, regulations and conditions.

III.              GRANT CONDITIONS

DVC shall comply with all special and standard grant conditions as set forth in the Avon Foundation for Women Award Document as special conditions now or as amended hereafter, which were part of the application packet, additionally set forth grant conditions. These documents are incorporated by reference and herein made part of this Agreement.

A.                AUDITS

The County, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of any books, papers, program site, staff, clients, and records of DVC that are pertinent to the subject matter.

B. FINAL AUDITS

Final audits of criminal justice projects shall be made by the County in accordance with standard time schedules. The County or its duly authorized representative may make preliminary audits. DVC agrees to cooperate with Federal, State, and local auditing requirements and comply with standards, procedures, and reasonable schedules whether the audit be general, full-scope, financial, compliance, performance, total entity, or other. DVC is liable to the County for the return of all unspent awarded funds or disallowed expenditures as a result of an audit

IV. REPORTING REQUIREMENTS

A. FINANCIAL REPORTS

DVC shall furnish to the County by the tenth (10<sup>th</sup>) day after the end of each month, a Financial Report accompanied with back-up documentation describing expenditure of funds.

B. PROGRAM REPORTS

Program Reports shall be submitted as prescribed by the County.

V. NOTICES

Any reports, notices, invoices, or communications required by this Agreement shall be sufficient if sent by the parties in the United State Mail, postage prepaid, to the addresses noted below:

COUNTY:

ATTENTION: Janet L. Kronenberg, Manager  
Witness/Victim Service Center  
310 W. Lakeside, Ste 300  
Cleveland, OH 44113

DVC:

ATTENTION: Linda Dooley Johanek, Executive Director  
Domestic Violence Center  
P.O. Box 5466  
Cleveland, OH 44101

or at such other address as the County may have designated by written notice to DVC.

VI. TERMINATION

A. CANCELLATION

This Agreement shall terminate on the date stated in Section X or after reasonable notice and opportunity to correct any substantial breach of this Agreement. In addition, should the Avon Foundation for Women disapprove the grant award, or for any reason reduce or discontinue the grant of funds thereby causing County to receive a lesser amount of funds than that specified herein and contemplated by this Agreement, then the County reserves the right to reduce or cancel this Agreement

B. VIOLATION

This Agreement may be terminated for failure to meet the terms of this Agreement or the failure of the program to meet its stated objectives. The County will set forth in writing the violation(s) and will state the corrective action(s) required. The failure to implement the corrective action(s) may cause reimbursement to be delayed, and/or the termination of the program.

VII. APPEAL

DVC may request a budget revision, grant period change, program modification, or grant extension, provided such written requests are:

1. In the proper format, and

2 Submitted ninety (90) days prior to expiration of this Agreement for project extensions and thirty (30) days prior to other modifications.

The County may approve or disapprove the request, and will render a decision in writing.

VIII. TERM

This Agreement will be effective on October 1, 2010, and unless sooner terminated for cause will terminate on September 30, 2011, or as provided in I. SCOPE OF SERVICES.

IX. CUYAHOGA COUNTY HELD HARMLESS

DVC agrees to indemnify and hold harmless (and at the County's request, defend) County elected officials, and all other persons or organizations cooperating in the conduct of the project, their employees, agents, and officers (each of which persons and or organizations is hereinafter called an "indemnittee") from and against any and all claims, loss, damages, liability, costs, expense, judgment or obligation whatsoever, for or in connection with injury (including death) or damage to any person or property resulting from, or in any way connected with the performance or failure to perform obligations hereunder by DVC and applies without limitation to injury or damage to third parties and the County and its respective property.

X. NON-DISCRIMINATION

DVC agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age occupation, physical or mental disability, or veteran status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor

in Title 41, Part 60 of the Code of Federal Regulations, are incorporated herein to the extent binding upon the Agency.

XI. ELECTRONIC TRANSACTIONS

By entering into this Agreement, the parties agree 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. DVC also agrees 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 the County.

XII. COMPLIANCE WITH THE LAW

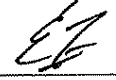
DVC agrees to provide the services of the Program in compliance with all applicable Federal, State, and County laws, rules, regulations and ordinances.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the full and complete expression of the Agreement between the parties and supersedes any prior contemporaneous oral written agreements. This Agreement shall not be amended except by a written instrument signed by both parties.

IN WITNESS WHEREOF, the County and DVC have executed and delivered this Agreement as of the date first written above.

COUNTY OF CUYAHOGA, OHIO

By:   
Edward FitzGerald, County Executive

DOMESTIC VIOLENCE CENTER

By: 

Cuyahoga County's Family Justice Center ("FJC"), will allow a rational, coordinated, collaborative system to support victims of domestic violence, sexual assault, child and elder abuse. The Family Justice Center represents true community collaboration with over fifty agencies involved in the design. It will open in May 2011. The FJC is modeled after national best practices. Experts from the National Family Justice Center Alliance have been providing consultation and technical assistance throughout the planning.

The FJC will co-locate safety net services for families in crisis, including access to shelter, food and clothing; protective and legal services; counseling; and medical assistance. The FJC will also simplify access to services offered off-site, creating a more seamless delivery system. In total, the FJC will redesign our community's response to family violence by forging a holistic, victim-centered approach.

**A grant award from the Avon Foundation will allow the FJC to address economic hardship and barriers to self-sufficiency seen by victims of domestic violence, which would not otherwise be addressed through the current proposed staffing pattern of the FJC.**

**The specific need to be addressed is self-sufficiency, which is one major barrier to success in ending the cycle of family and domestic violence.** Employment of a self-sufficiency coach will allow the FJC to assist clients in their attainment of economic self-sufficiency by focusing first on basic needs such as cash assistance, shelter, clothing, and medical insurance; and then by focusing on short- and long-term educational and employment goals.

The coach will work with clients in order to access public benefits to which they are entitled, such as Temporary Assistance for Needy Families, Medicaid, State Children's Health Insurance Program, and nutrition programs. In addition, once basic needs are fulfilled, the coach will continue engagement with clients by assessing their educational or vocational goals and linking them to appropriate community based programs, community college, or universities in order to further their skills and qualifications. The coach will also ensure that clients have an updated, appropriate resume and will assist clients in beginning their job search by identifying entities that may be hiring, and that seek the general skill set provided by the client. Finally, the coach will work with clients in order to access as appropriate small business start-up assistance, such as grants or training and technical assistance. A basic model of service is below:

Intake: Client identifies self-sufficiency as barrier; case manager makes referral.

First Touch Point: Self-sufficiency coach identifies needed public assistance and short-term and long-term self-sufficiency goals. Self-sufficiency coach provides information on relevant education and employment opportunities and refers as appropriate. Self-sufficiency coach identifies group options that may be relevant and invites the client to attend the group sessions. Self-sufficiency coach obtains contact information for the client

Second Touch Point: Self-sufficiency coach follows up with the client via phone call to remind client of group sessions to which the client has been invited. Coach checks on progress in accessing public benefits as well as employment and educational resources, as referred in first touch point. Self-sufficiency coach follows up as needed.

Group Sessions: Clients are invited to attend group sessions that meet their individual needs. Sessions include affordable housing, educational scholarship opportunities, small business development, English as a second language, availability of vocational or other educational programs, resume development, job seeking skills including appropriate dress and etiquette, computer skills, and financial literacy.

Follow-Up: Self-sufficiency coaches continue to make contact by phone to clients. Coaches also invite clients to additional groups, track progress made in reaching educational and employment goals, and provide ongoing assistance as needed.

Because the FJC will not open until May of 2011, the coach will begin his or her work by locating an office at the Domestic Violence Center of Greater Cleveland. Once opened, the coach will work exclusively at the FJC.

**The ideal self-sufficiency coach will hold a bachelors degree in social work or similar field, with 3 years related experience.** An equivalent background of on-the-job training and extensive knowledge of relevant programs will also be considered. The coach will have warm skills such as empathy, patience, creativity, and the ability to empower victims. The coach will designate their full 40 hours of weekly employment to the activities described in this proposal. **The services of the self-sufficiency coach will allow clients to overcome economic hardship in the immediate term, and to plan for longer-term self-sufficiency by articulating and moving towards attainment of educational and employment goals.** Assistance with overcoming this barrier will assist victims of domestic violence in breaking the cycle of violence.

**The self-sufficiency coach will make a goal to have touch points with at least 10% of the clients of the Family Justice Center.** This 10% figure is presently estimated at 100 clients in the first year. The service goal for the Family Justice Center has not yet been set, but will be determined through the remaining planning process steps. Referrals to the self-sufficiency coach will be made by case managers at the Center following identification of self-sufficiency as a major barrier to becoming a survivor of a violent family or domestic situation.

#### Program Timeline:

**October 2010:** Self-sufficiency coach is hired; self-sufficiency coach begins work at Domestic Violence Center of Greater Cleveland until Family Justice Center opens; self-sufficiency coach begins assembling materials and information on public benefits, educational and vocational training programs, and employers.

**November 2010:** Self-sufficiency coach works with other public agencies in order to foster specialized assistance for FJC clients and to obtain a better understanding of



public benefits, and obtains at least one specific contact for each public agency in charge of administration of benefits; self-sufficiency coach forges partnerships with educational and vocational training entities and obtains agreement to partner with the FJC in order to admit clients to relevant programs on an expedited basis; self-sufficiency coach continues to research employers and makes contact with at least one representative at each employer who agrees to be a specific contact for FJC clients; self-sufficiency coach works with other FJC staff in order to create a database that tracks educational and training programs as well as potential employers and desired skill sets. Similar information will be collected from clients during individual touch points in order to determine the best possible matches between clients, educators, and employers.

**December 2010:** Agreements with educational and vocational entities are solidified; employer contacts are verified; self-sufficiency coach, in coordination with partnering agencies, develops referral and screening processes for clients and obtains necessary approval; self-sufficiency coach works with educational and employment partners as well as other community based agencies in order to schedule group sessions. At least four sessions will be held each month, with clients referred as appropriate based on their individual skills and needs.

**January – September 2011:** Case management staff at the Domestic Violence Center of Greater Cleveland begin referring clients. Once the FJC opens in May 2011, referrals will come from the intake staff of the FJC, and will be made following initial identification of self-sufficiency as a major barrier toward becoming a survivor of a violent family or domestic relationship; self-sufficiency coach provides one touch point in order to assess public benefit needs as well as short- and long-term goals toward achieving self-sufficiency. Referrals to appropriate agencies will be made, and clients will be invited to participate in relevant group sessions, as planned by the coach; self-sufficiency coach provides or attempts to provide additional touch point to check on progress made toward reaching goals, remind clients of upcoming group sessions, and assess the need for additional assistance or touch points; self-sufficiency coaches will continue to make contact by phone to clients as needed; self-sufficiency coach will host at least four group sessions each month on relevant topics; data will be recorded on an ongoing basis. Data to be collected includes: number of clients with one touch point, number of clients accessing educational or training opportunities, number of clients obtaining employment, number of clients maintaining employment for at least three months, number of group sessions hosted, number of group sessions attended by clients, change in personal attitude as measured by survey, and other as needed.

**Budget:**

Aligned with other similar positions within Cuyahoga County, the coach will be paid \$40,331.20 per year, with an additional \$9,668.80 allocated for fringe benefits.

**From:** <Nancy I Delgado@avon.com>  
**To:** <jkronenberg@cuyahogacounty.us>  
**Date:** 10/11/2010 11:07 AM  
**Subject:** Avon Empowerment Self-Sufficiency Program Status Notification

Ms Janet L. Kronenberg  
Cuyahoga County Board of Commissioners

Congratulations! I am delighted to advise you that the Board of Directors of the Avon Foundation for Women has approved your grant request for the Avon Empowerment Self-Sufficiency Program. This request is funded through the Avon Foundation Speak Out Against Domestic Violence initiative as follows:

Total award of \$50,000 for 2010-2011

You should be proud to know that your organization was one of 32 agencies selected for funding by the Avon Foundation as part of the 2010 Avon Empowerment Self-Sufficiency Program. We received close to 150 applications from across the country, so your selection is quite impressive!

At the conclusion of your project, but no later than January 2012, you will be required to forward a final report to my attention on the results of this grant. Within the next two weeks we will send the physical check to your attention, as well as the reporting requirements document for referral.

We encourage you to seek media opportunities to publicize the work of your organization and the Avon Foundation's grant. Below is a template press release for use with your local media. Please fill in your appropriate information and follow up with Karyn Margolis at 212-282-5666 or [Karyn.margolis@avonfoundation.org](mailto:Karyn.margolis@avonfoundation.org)

We look forward to hearing about your successes to address the challenges faced by Survivors as they look for opportunities to improve their lives, for themselves and their families.

Sincerely,  
Christine Jaworsky  
Manager, Grants & Programs

(Copy This Press Release, Fill In The Details and Put On Your Organization Letterhead)

FOR IMMEDIATE RELEASE

Contacts: Your Organization Media Contact     Karyn Margolis  
Your Organization Name     Avon Foundation for Women  
Contact Phone     (212) 282-5666  
Contact Email     [karyn.margolis@avonfoundation.org](mailto:karyn.margolis@avonfoundation.org)

(NAME OF YOUR ORGANIZATION) AWARDED  
AVON FOUNDATION FOR WOMEN SPEAK OUT AGAINST DOMESTIC VIOLENCE GRANT FOR  
AVON EMPOWERMENT SELF-SUFFICIENCY PROGRAM

Avon Foundation for Women Program awards \$1,517,229 to fund 32 Domestic Violence Organizations Across the United States

(NAME OF YOUR CITY, STATE/Date, 2010) - The Avon Foundation for Women has awarded a (\$XX) one-year grant to (name of your organization) for the creation and funding of the Avon Empowerment Self-Sufficiency Program to make an immediate, tangible difference for Domestic Violence survivors by providing them with guidance and assistance to create independent, violence-free lives. The Avon Empowerment Self-Sufficiency Program is the focus of the 2010 Avon Foundation for Women's annual awards program under the auspices of the Foundation's Speak Out Against Domestic Violence initiative. (name of organization) is among one of the 32 grant recipients selected from among close to 150 applicants nationwide.

As a grant recipient of the Avon Empowerment Self-Sufficiency Program, the (name of your program) at (name of your organization) will help Domestic Violence survivors create better lives for themselves and their families. DV agencies have faced reductions in funds, while the need for services are at unprecedented levels, and the Avon Foundation is proud to support these 32 full-time positions which will be located in Family Justice Centers or other community-based DV agencies/shelters offering co-located, multi-agency services for victims.

Casey Gwinn, President of the National Family Justice Center Alliance, said: "Economic empowerment and financial self-sufficiency are critical elements for reaching our movement's goals of freedom from violence and long-term safety for victims and their children. Collaborative service delivery is the most effective and efficient path to these goals and the Avon Foundation is helping to create the path with this exciting initiative."

Domestic violence victims may be less likely to leave and stay away from abusers if they have limited hope of achieving economic stability on their own. Additionally, this lack of economic stability or programs may increase the likelihood of a return to the abuser or lead to homelessness. This vital program will address these issues, and will also (briefly describe any other services or interesting aspects of your program and why it is important to your community in particular).

Carol Kurzig, President, Avon Foundation for Women, noted that "(name of program) is delivering critical services to the Domestic Violence survivors and their families. We are proud to support their efforts to help end the cycle of violence."

Avon and the Avon Foundation for Women launched the Speak Out Against Domestic Violence program in 2004 to help end the cycle of domestic violence. Through the end of 2010, in the U.S. alone, the Avon Foundation for Women has provided more than \$23 million for the domestic violence and gender violence cause, including support for awareness, education, direct service and prevention programs.

(Include a quote from your spokesperson similar to this) "We are

extremely proud that the Avon Foundation for Women shares our mission to help domestic violence survivors and their families in the community/area/region (select appropriate word) With these funds we will be able to (add info on what you will be able to achieve or create with the funds, and what they will allow you to overcome," says (Ms /Mr /Mrs ) (name, title, program name and organization name)

About (Name of Organization)  
(If you wish, add a paragraph about the organization )

The Avon Foundation for Women and Speak Out Against Domestic Violence  
The Avon Foundation for Women <<http://www.avonfoundation.org>>, an accredited 501(c)(3) public charity, was founded in 1955 to improve the lives of women, and brings this mission to life through focus on two key issues: breast cancer and domestic violence. Through 2010, Avon global philanthropy has donated more than \$800 million in more than 50 countries for causes most important to women. The Avon Foundation's flagship programs include the Avon Breast Cancer Crusade <<http://www.avonfoundation.org/breast-cancer-crusade/>> and the Speak Out Against Domestic Violence program, which supports domestic violence awareness, education, direct services and prevention initiatives. Through the end of 2010, in the U.S. alone, the Avon Foundation for Women has provided more than \$23 million for the domestic violence and gender violence cause, including support for awareness, education, direct service and prevention programs. Fundraising projects include special products sold by Avon Sales Representatives and at [avonfoundation.org](http://www.avonfoundation.org). The Speak Out Against Domestic Violence program has expanded globally to more than 50 countries to help save lives worldwide.

For more information

For more information on {name of your program} at {name of your organization}, please call {name} at {phone}. For more information about domestic violence services, contact the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or online at [www.ndvh.org](http://www.ndvh.org) <<http://www.ndvh.org>>

To learn more about the Avon Foundation for Women Speak Out Against Domestic Violence program, visit <[www.avonfoundation.org](http://www.avonfoundation.org)>, where you can also access a free printable Domestic Violence and Dating Abuse Resource Guide in English

<<http://www.avonfoundation.org/assets/dv-resource-guide-2010-final.pdf>> and Spanish <<http://www.avonfoundation.org/assets/dvbookspanish.pdf>>

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