

**CUYAHOGA COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF REENTRY**

**PURCHASE OF SERVICE CONTRACT
WITH
YMCA OF GREATER CLEVELAND**

THIS CONTRACT made and entered into this _____ day of _____, 2012 by and between the Cuyahoga County, Ohio (the "County"), on behalf of the Department of Health and Human Services, Office of Reentry ("Agency") and YMCA of Greater Cleveland (YMCA)--a nonprofit corporation with principal offices located at 2200 Prospect Avenue, Ste. 900, Cleveland, OH 44115, (the "Provider").

NOW THEREFORE, the parties hereto do hereby agree as follows:

I. TERM

This contract will be effective from September 1, 2012 through February 28, 2013, inclusive, unless otherwise terminated or extended by formal amendment. The Agency reserves the right to exercise the option, subject to the agreement of both parties, to extend the length of this contract based upon the Agency's program needs, the Provider's performance, and the availability of funds.

The Provider is aware that funding for the services under this contract is not guaranteed to be continued after February 28, 2013.

II. PURCHASE OF SERVICE

Subject to the terms and conditions set forth in this contract and the attached APPENDICES (such APPENDICES are deemed to be a part of this contract as if fully set forth herein), the Provider agrees to provide housing (including furniture and supplies) for a maximum of 45 formerly incarcerated persons, over the duration of this contract, on the eighth floor of the property commonly known as Stokes Mall. Provider also shall

provide a daytime supervisor on the premises of Stokes Mall to oversee and assist the residents as described in Appendix A, (Scope of Services).

The Provider agrees to acknowledge the financial support of the Cuyahoga County on any publications, promotional brochures, media releases, or other publicity materials produced with resources from this contract. This acknowledgement should be displayed in a prominent location.

III. RECORDS AND REPORTING

Provider will provide the Agency with quarterly financial status reports and semi-annual progress reports that indicate fiscal and programmatic status of the project. These status reports will include, at a minimum, the information required and described in the attached APPENDICES (such APPENDICES are deemed to be a part of this contract as if fully set forth herein). The Agency reserves the right to request additional information and/or reports pertaining to the specific program during the contract period. It is the responsibility of the Provider to furnish the Agency with reports as requested. The Agency may exercise this right without a contract amendment. Provider also will meet quarterly with the Manager of the Agency or its designee to discuss the reports and Provider's operation. The Agency reserves the right to withhold payment until such time as the requested and/or required reports are received to the satisfaction of the Agency.

IV. COMPENSATION, BILLING, AND PAYMENT

The total amount of the contract cannot exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00) over the life of this contract. If the amount of the invoices exceeds the amount of the contract, the Provider realizes that no additional funds will be paid over and above the total amount of the contract, under any circumstances, even if additional services are provided.

Billing and Payment – Payment shall be made by the County to the Provider on the basis of the Program Budget, attached to this contract as Appendix C, and hereby incorporated by reference as if fully restated herein.

The Provider will submit an invoice following service, with accompanying reports to the Agency as outlined in the Appendices. The Agency will review such invoices for completeness/ correctness and any information necessary before making payment within thirty (30) calendar days after receipt of an accurate invoice. The Agency shall not make invoice

payments for any services invoiced later than 30 days after the end of the service month without prior Agency approval. The Agency reserves the right to withhold payment until such time as requested and/or required reports are received.

The Provider will indicate the following on each of its invoices: the contract number, type of service being rendered, dates service was rendered, and the contract period. The invoice should also show the contract amount minus the invoice amount to reflect the remaining balance on the contract in order to obtain reimbursement.

The Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program in accordance with the requirements of Section IX.

V. MONITORING, EVALUATION, AND QUALITY IMPROVEMENT

The effectiveness of the Provider services shall be measured by the achievement of outcomes as identified in the Appendix B - Statement of Work and the Program Design, benchmarks as defined in the contract budget, and compliance with the terms and conditions of the contract.

The Agency will determine the overall performance of contracted services and programs through periodic monitoring activities and the Comprehensive Program Assessment (CPA).

Monitoring activities may consist of, but are not limited to:

- Reviewing required reports;
- Reviewing required invoicing documentation and protocol;
- Reviewing monthly activities such as enrollments and dropouts;
- Quality Improvement interventions needed to address and remedy issues discovered through the monitoring activities.

The CPA consists of a series of coordinated activities designed to support, assess, and document program implementation, performance, and compliance. CPA activities may consist of, but are not limited to:

- Agency site visits Provider facilities to observe program activities, participant engagement, and facilities;
- Provider presentations and meetings to discuss program features, progress, adjustments, or other notable program results;
- Case File Reviews conducted by the Agency to ensure compliance with case file requirements and documentation of services rendered;
- Surveys and other methods to gauge participant feedback;
- Review of program outcomes; and

- Program enhancements and updates based on Agency feedback with regards to services and performance.

Findings based on any of the aforementioned activities will be communicated to the Provider in writing. In the event of negative findings demonstrating areas in need of improvement or noncompliance, the Provider will respond in writing detailing an improvement plan and/or a corrective action plan for each issue.

The CPA and monitoring are on-going and evolving processes. The Agency reserves the right to modify the processes, activities, and products during the contract period in order to meet the monitoring and compliance needs of the Agency most effectively.

Failure to achieve performance goals or to comply with the terms of this contract will be cause for or result in reduction of funding, recoupment of funds paid, or termination of this agreement in part or in whole.

VI. ELIGIBILITY FOR SERVICES

Eligibility of individuals to receive purchased services shall be determined by the Provider. Eligibility shall be limited to:

- formerly incarcerated men, 18 years or older, who have been released no earlier than 24 months prior to the beginning of this contract period;
- individuals entering Cuyahoga County from a correctional institution (including, but not limited to, County Jail, a Halfway House, a state or federal penitentiary, and transitional controlled facilities) in the state of Ohio;
- individuals who have no previous criminal history related to methadone or other infractions determined by the Cuyahoga Metropolitan Housing Authority (CMHA) to render individuals ineligible for public housing;
- individuals who, at the time of application for services, are receiving case management services from programs and/or agencies within Cuyahoga County, such as, but not limited to: the YMCA of Greater Cleveland's Behavioral Health Department; Oriana House; Salvation Army—Harbor Light Complex; and Y-Haven;
- individuals who receive a referral from the agency from whom they are receiving case management services.

VII. AVAILABILITY OF FUNDS

This contract is conditional upon the availability of funds that are appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the function performed by the Provider hereunder, the products or services directly involved in the performance of that function may be terminated by the Agency at the end of the period for which funds are available. The Agency will notify the Provider at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

VIII. DUPLICATE BILLING

The Provider warrants that claims made to the Agency for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public or private funds for the same service.

IX. AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided and supporting documentation for invoices submitted to the Agency by the Provider shall be retained and made available by the Provider for audit by the Agency, the State of Ohio, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this contract. If an audit is initiated during this time period, the Provider shall retain such records until the audit is concluded and all issues resolved.

X. CONFLICT OF INTEREST

This contract in no way precludes, prevents, or restricts the Provider from obtaining and working under an additional contractual arrangements(s) with other parties aside from the Agency, assuming that the contractual work in no way impedes the Provider's ability to perform the services required under this contract. The Provider warrants that at the time of entering into this contract, it has no interest, nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to perform the services under this contract.

The Provider further agrees that there is no financial interest involved on the part of any Agency officers, the Cuyahoga County Executive , members of the Cuyahoga County Council, or employees of the county involved in the development of the specifications or the negotiation of this contract. The Provider has no knowledge of any situation that would be a conflict of interest. It is understood that conflict of interest occurs when an Agency or County employee will gain financially or receive personal favors as a result of the signing or implementation of this contract.

The Provider will report the discovery of any potential conflict of interest to the Agency, and/or the County Executive. Should a conflict of interest be discovered during the term of this contract, the Agency and/or the County Executive may exercise any right under the contract, including termination of the contract.

XI. ASSIGNMENTS

The parties expressly agree that the contract shall not be assigned to another Provider without the prior written approval of the Agency.

The Provider may not subcontract any of the services agreed to in this contract without the express written consent of the Agency. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. The Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

XII. GOVERNING LAW: VENUE

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio in the state courts located in Cuyahoga County.

XIII. INTEGRATION AND MODIFICATION

This instrument, with Appendices, embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this contract.

Also, this contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this contract.

XIV. SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XV. TERMINATION

The Agency may terminate this contract, for any reason, upon 60 day written notice delivered to the Provider. If, however, the Agency makes a good faith interpretation that services are unsatisfactory in terms of personal or service quality, the Agency shall notify the Provider with a list of specific deficiencies. Provider shall then have thirty (30) days (unless a longer period is agreed upon by the Parties) to correct stated deficiencies. If the Provider is unwilling or unable to correct the deficiencies within the allotted time, the Agency has the right to cancel this Agreement without further notice.

The Provider may terminate this contract upon 60 day written notice delivered to the Agency, subject to the following:

Provider agrees that it will be considered a material breach of this contract on Provider's part if Provider terminates service on this contract without cause, cause being defined as:

- The Agency failing to meet the terms and conditions specified in the contract, or
- The Agency, through action or inaction on the Agency's part, rendering performance by the Provider impossible.

The notice should be sent to the attention of the **Contract Manager at 310 W. Lakeside Avenue, Suite 550, Cleveland, Ohio 44113.** The Agency and the Provider shall agree on a reasonable phase-out of the program as a condition of the termination.

The parties further agree that should the Provider become unable to provide the services agreed to in this contract for any reason or otherwise

materially breach this contract, such service as the Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Section IV – Billing and Payment.

The parties further agree that should the Provider become unable to complete the services requested in this contract for any reason, such work as the Provider has completed upon the date of its inability to continue the terms of this contract shall become the property of the Agency.

Neither the Agency nor the Office of the Cuyahoga County Executive shall be liable to pay to the Provider any further compensation after the date of the Provider's inability to complete the terms hereof, or the date of termination of this agreement whichever is later, unless extended upon an agreement of the parties. It is agreed that even if the Provider renders services for which payments are due, that no payments will be made after the termination of this agreement, either as a result of a default in the terms hereof or the day of termination of the contract, unless extended by an agreement of the parties. Notwithstanding the above, the Provider shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of the contract by the Provider. The Agency may withhold any compensation to the Provider for the purpose of offset until such time as the amount of damages due the Agency from the Provider is agreed upon or otherwise terminated.

XVI. COMPLIANCE

The Provider certifies that the Provider and all subcontractors who provide direct or indirect services under this contract will comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

XVII. NON-DISCRIMINATION

The Provider certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975,

the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this contract, the Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Provider will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall apply to issues that include, but are not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Provider.

XVIII. INDEMNIFICATION

The Provider agrees to protect, defend, indemnify and hold the Agency, The County Executive of Cuyahoga County, 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 character arising out of or in connection with any acts or omissions of the Provider, negligent or otherwise, and its employees, officers, agents, or independent contractors. The Provider agrees to pay all damages, costs and expenses of the Agency, officers, agents, employees and the Cuyahoga County Executive in defending any action arising out of the aforementioned acts or omissions.

XIX. RELATIONSHIP

Nothing in this contract is intended, or shall be deemed, to constitute a partnership, association or joint venture between the County and the Provider in the conduct of the provisions of this contract. The Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Agency or its County Executive.

XX. DISCLOSURE

The Provider hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Provider has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with the Provider or the Provider's business.

XXI. INSURANCE

The Provider shall at times during the terms of this Contract subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required there-under, and shall save Cuyahoga County harmless from any and all liability arising from or under said act. The Provider shall also furnish prior to the onset and delivery of said services and at such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referenced.

The Providers shall further purchase and maintain Employment Practices Liability insurance coverage, Professional Liability insurance, and Commercial General Liability (CGL) insurance coverage, during the life of this contract to cover any loss, liability or damage alleged to have been committed by the Provider, the Provider's employees, agents, servants, volunteers, or assigns. The Cuyahoga County shall be named as an additional insured or co-insured on all policies, as herein specified by the County. It is understood that said CGL coverage is to include, but not be limited to, standard provisions for sexual and physical abuse, broad form property damage, personal injury, advertising injury, completed operations, product liability and firm damage. Exact copies of Certificates of Liability delineating such coverage shall be deposited with the Cuyahoga County Executive prior to commencement of services under this Contract. The amounts of said insurance shall be as follows:

- Commercial General Liability coverage with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate.
- Employment Practices Liability coverage with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate.
- Professional Liability coverage with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate (where applicable).

The policies for each of the requisite insurance coverage's hereinabove specified shall contain the following provision: The Provider agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Contract involved, written notice shall be mailed to Department of Health and Human Services-Office of Reentry 310 W. Lakeside Avenue, Suite 550, Cleveland, Ohio 44113.

Cancellation of insurance will constitute a default, which if not remedied within the stated thirty (30) day notice period shall cause immediate termination of this contract by the Cuyahoga County Executive.

XXII. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws applicable to the Agency and/or consumers of the Agency concerning the confidentiality of the Agency's consumers. The Provider understands that any access to the identities of any Agency consumers shall only be as necessary for the purpose of performing its responsibilities under this contract. The Provider agrees that the use or disclosure of information concerning the Agency consumers for any purpose not directly related to the administration of this contract is prohibited.

Client Data Confidentiality

By receiving client data in any form whatsoever, whether those data come from the client, from the Provider, or from any governmental agency, all parties to this agreement shall protect the confidentiality of said data as per the requirements of any state or federal statute or regulation including, but not limited to, the regulations promulgated by the United States Department of Health and Human Services, the provisions of HIPAA, or 45 CFR 164.501, any amendments thereto, and as detailed below.

Definition- "Client data" is any information that is, or can be, related to an individual client including all personal health information (PHI) as defined at 45 CFR 164.501.

Permitted Uses and Disclosures- The Provider and its agents and subcontractors shall not use or disclose client data except as specifically stated in this agreement. The Provider shall enter into and execute a Business Association Agreement (BAA) with any individual or organization to which it expects to disclose client data.

Safeguards- The Provider shall use appropriate safeguards to protect against use or disclosure not provided for in this agreement.

Reporting of Disclosure- The Provider shall promptly report to the Agency any knowledge of uses or disclosures of client data that are not in accordance with this Agreement or applicable law. In addition, Provider shall mitigate any adverse effects of such a breach to the extent possible.

Agents and Subcontractors- The Provider ensures that all its agents and subcontractors that receive client data from or on behalf of the Agency agree to the same restrictions and conditions that apply to Provider with respect to the use or disclosure of the client data.

Accessibility of Information- The Provider shall make available to the Agency such information as the Agency may require to fulfill the Agency's obligations to provide access to, provide a copy of, and account for disclosures with respect to client data pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.154 and 164.528 and any amendments thereto.

Amendments of Information- The Provider shall make client data available to the Agency in order for the Agency to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the Agency, incorporate any amendments into the information held by the Provider and ensure incorporation of any such amendments into information held by its agents or subcontractors.

Disclosure- The Provider shall make available its internal practices, books and records relating to use and disclosure of client data received from the Agency, or created or received by the Provider on behalf of the Agency, to the Agency and to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining the Agency's compliance with HIPAA and the regulations promulgated by the U.S. Department of Health and Human services and any amendments thereto.

Material Breach- In the event of a material breach of Provider's obligation under this section, the Agency may at its option terminate this agreement. Termination of this agreement shall not affect any provision of this agreement which, by its wording or its nature, is intended to remain effective and to continue to operate in the event of termination.

Return or Destruction of Information- Upon termination of this Agreement, the provider, at the Agency's option, shall return to the Agency, or destroy, all client data in its possession, and keep no copies of the information except as requested by the Agency or required by law. If Provider or its agents or subcontractors destroy any client data then the Provider will provide to the Agency documentation evidencing such destruction. Any client data maintained by Provider shall continue to be

extended the same protections set forth in this Agreement for as long as it is maintained.

XXIII. BUSINESS CONTINUITY

The Provider shall maintain and make available to the Agency its Business Continuity Plan (BCP) relating to electronic files, application access, data back-up, and computer/system equipment recovery due to disaster or system failure. The BCP at a minimum should address:

- Recovery and restoration of critical systems and information within a specified time period after a disruption;
- Data Backup and restoration protocols in the event of a data loss;
- Hardware and systems restoration strategies; and
- Full and partial business restoration schedules.

XXIV. WARRANTY

The Provider warrants that its services and/or goods shall be performed and/or provided in a professional manner in accordance with applicable professional standards.

XXV. ACTS OF GOD

If by reason of Acts of God, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the force majeure does not affect the Agency's property or employees that are necessary to the Provider's ability to perform.

The term "Acts of God" as used herein shall mean without limitation: strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

The Provider shall, however remedy with all reasonable dispatch any such cause to the extent within its reasonable control that prevents the Provider from carrying out its obligations contained herein.

XXVI. CHILD SUPPORT ENFORCEMENT

The Provider agrees to cooperate with the Agency and any other Child Support Enforcement Agency in ensuring that the Provider's employees meet child support obligations established under state law. Further, by executing this contract, the Provider certifies present and future compliance with any order for the withholding of child support payments that are issued pursuant to Sections 3113.21 and 3113.214 of the Ohio Revised Code.

XXVII. PUBLIC RECORDS

Subject to Article XXII Confidentiality, this contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio Law, the Agency shall make available the contract and all public records generated as a result of this contract.

By entering into this contract, the Provider acknowledges and understands that records maintained by the Provider pursuant to this contract may be deemed public record and subject to disclosure under Ohio law. Provider shall comply with the Ohio public records law.

XXVIII. DRUG-FREE WORKPLACE

The Provider certifies and affirms that the Provider will comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XXIX. TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, the Provider agrees to not discriminate in hiring and promoting against applicants for and participants in the Ohio Works Program. The Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party, which will be providing services, whether directly or indirectly, to the Agency's consumers.

XXX. AMENDMENTS

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original contract.

XXXI. WAIVER

Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition.

XXXII. MAINTENANCE OF SERVICE

The Provider certifies the services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the unit cost and that the level of service existing prior to the contract shall be maintained. The Provider further certifies that Federal funds will not be used to supplant non-federal funds for the same service.

XXXIII. GRIEVANCE PROCESS

The Provider will notify the agency in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this contract. The Provider shall submit any and all facts pertaining to the grievance and the resolution of the grievance to the program contact person.

The Provider will post their organizational grievance policy and procedure in a public or common area at each contracted site so all participants are aware of the process.

XXXIV. ELECTRONIC SIGNATURES

By entering into this Agreement, YMCA of Greater Cleveland agrees on behalf of its officers, employees, subcontractors, sub grantees, 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.
YMCA of Greater Cleveland, Inc also agrees on behalf of the
aforementioned entities and persons, to be bound by the provisions of the
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 parties hereto have executed this Agreement as
of the date below written.

**CUYAHOGA COUNTY EXECUTIVE
CUYAHOGA COUNTY, OHIO**

BY: Edward FitzGerald, County Executive

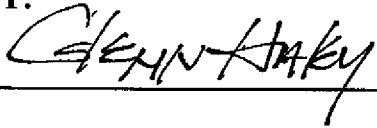


2012-12-03 14:51:28

Date

YMCA of Greater Cleveland

BY:



8/30/12

Date

APPENDIX A

SCOPE OF SERVICES

SERVICES

Under the terms of this Agreement, YMCA of Greater Cleveland—"Provider," in conjunction with CMHA and through sub-contracting services with YMCA/Y-Haven, agrees to create a safe and affordable transitional housing unit for formerly incarcerated individuals. Such housing will be located on the 8th floor of CMHA's Carl B. Stokes Social Service Mall (Stokes Mall), located at 6001 Woodland Avenue in the city of Cleveland

Specifically, the Provider through sub-contracting agrees to:

- Rent a maximum of 23 housing units, each with a two person capacity;
- Provide transitional housing for a minimum of 40 and a maximum of 60 men who meet the criteria described in Section VI. (Eligibility for Services) of this contract;
- Ensure that each housing unit is equipped with a working stove and refrigerator;
- Ensure, through a sub-contractual relationship with Y-Haven, that other necessary items (as determined by the Provider) are supplied to the residents;
- Ensure that each resident is provided with a mailbox;
- Make RTA tickets available, at Provider's discretion, to residents to accommodate transportation to appointments;
- Ensure that the RA and the Daytime Supervisor have telephones at their desks;
- Make a copy/fax machine available, at no cost, to the resident/participants to assist them with their administrative needs as it may pertain to their treatment goals;
- Provide Pre-Intake Services (prior to admission to Stokes Mall residence), which shall include:
 - Recruitment, Intake/Eligibility Assessment;
 - Assignment of clients to the appropriate case management team;
 - Completion of an initial wrap-around plan by a case manager;
 - Providing clients to the appropriate wrap-around service(s) as dictated by the treatment plan.

- Provide Post-Release Core Service (provided by case managers), which shall include:
 - Working and assessing the treatment goals of the client;
 - Utilizing the appropriate wrap-around services for the client;

PERSONNEL

- Staffing: The Provider shall be responsible for providing oversight to the subcontractor YMCA/Y-Haven as it relates to the hiring and oversight of the following positions, and thus bears the ultimate responsibility for such personnel under this contract:
 - Five Resident Assistants (RA), at least one of whom will be on premises at all times. The RAs shall monitor the residents and record/report unusual and critical incidents to the Daytime Supervisor, appropriate case manager, and/or the Cleveland/CMHA police. The RAs shall also act as a resource for the residents and be responsible for conducting room checks and drug tests, when appropriate;
 - A part-time (.8 FTE) maintenance worker for the 8th floor of Stokes Mall;
 - A Daytime Supervisor at Stokes Mall for a minimum of 1456 hours throughout the duration of the contractual period. The supervisor shall be a licensed social worker or chemical dependency counselor. This individual will supervise the RAs and maintenance worker, and also will be responsible for ordering supplies, acting as an intake coordinator, communicating with case managers at the respective referral agencies, responding to problems in the unit, and advising/assisting the residents/participants in the program;

Staff Management and Supervision: The Provider shall be responsible for providing the oversight to the subcontractor YMCA/Y-Haven as it relates to the recruiting, training, and supervising qualified paid staff and volunteers who will provide services to program participants;

- Verification of Hours Worked: The Provider shall be responsible for providing the oversight of the subcontractor YMCA/Y-Haven as it relates to the verification of employees work hours.

APPENDIX B

STATEMENT OF WORK

The County agrees to provide funding to the Provider under the terms of the attached contract and its attached Appendices, which are hereby incorporated by reference as if restated herein. Provider agrees to fulfill its obligations as stated in the contract and in Appendix A, Scope of Services, and in addition agrees to:

- I. Provide transitional housing and services to a minimum of 40 individuals and a target of 60 individuals over the duration of the contract period.
- II. Make significant effort to assist these individuals to successful completion of the Stokes Mall program. Successful completion shall be defined by the participant meeting the following criteria:
 - Six months of core services completed;
 - A minimum of three treatment goals completed that directly contribute to self-sufficiency. Examples of self-sufficient treatment goals are;
 - Development and/or maintenance of positive supportive relationships (e.g., faith-based organizations, mentor, sponsors, family and/or children);
 - Medication compliance for individuals with mental health needs;
 - Mental health symptom management for individuals with mental health needs;
 - Regained or maintained sobriety;
 - Achievement of high-school diploma or GED;
 - Enrollment in education and/or vocational program/training;
 - Securing gainful employment;
 - Obtainment of a safe alternate housing option.
- III. Provide two financial status reports. Each report should contain data specific to the reporting period as well as cumulative data. Reports shall be submitted to the Office of Reentry according to the following schedule:
 - December 10, 2012 (covering data for 9/1/12-11/31/12)
 - March 10, 2013 (covering data for 12/1/12-2/28/13)
- IV. Provide a report that indicates fiscal and programmatic status of the project, summarizing the activity and services rendered by the Provider and program, as well as program outcomes achieved. The report should contain cumulative data.
 - Reports shall be submitted to the Office of Reentry according to the following schedule

- March 10, 2013 Provider agrees to include the following performance measures and outcomes as part of this report:
 - Number of tasks that were completed during the reporting period that are directly linked to funding provided under this contract;
 - Number of total tasks (complete or incomplete) that are directly linked to funding provided under this contract;
 - Number of program participants referred for services;
 - Number of ex-offenders served by the project;
 - Number of participants recommitted to a correctional facility for a new offense;
 - Number of participants who violated the conditions of their release;
 - Number of participants living in transitional housing at Stokes Mall;
 - Number of participants that earned H.S. diploma or GED;
 - Number of participants who secured gainful employment
 - Number of participants who have secured a safe alternate housing option;
 - Number of participants discharged unfavorably from the program
- Provider agrees to provide any additional information as part of its fiscal or program performance reports at the request of the County.

V. Maintain an accounting system and supporting fiscal records adequate to enable the County to audit and otherwise verify all payments made.

APPENDIX C

BUDGET

The Agency agrees to pay the Provider for the costs described below to the degree they are determined to be fair and reasonable for the provision and implementation of safe and affordable housing units for formerly incarcerated individuals services for an amount not to exceed **\$125,000.00**.

- I. The Agency agrees to reimburse the Provider for rental and utility costs of the 8th floor of Stokes Mall for the maximum of 45 residents at any given time for an amount not to exceed **\$26,000.00**.
 - A. To receive payment for rental costs, the Provider must submit a copy of a lease agreement with Stokes Mall, which details the amount of rent to be paid and the obligations of the lessor and lessee.
 - B. Reimbursement for rent is **\$4,333.33** per month, not to exceed **6 months**.
- II. The Agency agrees to reimburse the Provider for non-expendable small equipment/tangible property to accommodate the residents (e.g., beds, mattresses, dressers) for an amount not to exceed **\$3,082.48**.
 - A. To receive payment for equipment, the Provider must submit an invoice which details the items purchased, as well as the cost of each item.
- III. The Agency agrees to reimburse the Provider for expendable or consumed supplies for the course of the project (e.g., towels, pillows, personal hygiene products) for an amount not to exceed **\$5,746.53**.
 - A. To receive payment for supplies, the Provider must submit an invoice which details the items purchased, as well as the cost of each item.
- IV. The Agency agrees to reimburse the Provider for contract services from WMCA/Y-Haven for salaries and fringe benefits for the following positions in an amount not to exceed **\$71,510.14**.

Daytime Supervisor	\$16,749.98
Life Skills Worker	10,920.00
Maintenance/Desk	5,202.00
Resident Asst 1	7,307.30

Resident Asst 2	6,806.80
Resident Asst 3	4,804.80
Resident Asst 4	3,403.40
Resident Asst 5	2,802.80

TOTAL SALARIES **\$ 57,997.08**

TOTAL FRINGE BENEFITS **\$ 13,513.06**
AND PAYROLL TAXES

- A. To receive reimbursement for these costs, the Provider must submit an invoice detailing the actual expenses incurred during the billing month with the appropriate supporting documentation.

- V. The Agency agrees to reimburse the Provider for janitorial supplies for an amount not to exceed **\$1,550.00**.
 - A. To receive payment for supplies, the Provider must submit an invoice which details the items purchased, as well as the cost of each item.

- VI. The Agency agrees to reimburse the Provider for the costs of background checks of applicants for an amount not to exceed **\$626.50**.
 - A. To receive payment for equipment, the Provider must submit an invoice which details the items purchased, as well as the cost of each item.
 - B. Reimbursement for background checks is **\$8.95** per background check, not to exceed **70**.

- VII. The Agency agrees to reimburse the Provider for the costs of RTA bus tickets for residents for an amount not to exceed **\$180.00**.
 - A. To receive payment for equipment, the Provider must submit an invoice which details the items purchased, as well as the cost of each item.
 - B. Reimbursement for background checks is **\$4.50** per RTA ticket, not to exceed **40**.

- VIII. The Agency agrees to reimburse the Provider for indirect costs for an amount of **\$16,304.35**, which represents 15% of the direct costs listed in Items I-VII of the Appendix C.

- IX. The Provider agrees that the services being contracted for are not available from the provider on a non-reimbursable basis for less than the unit rate.

- X. The Provider understands that failure to comply with these provisions may result in provider refunding any funds received from the Agency that were in violation of any provisions contained above.
- XI. For payment processing, an invoice must be submitted by the 30th of the month directly to:

Department of Health and Human Services—Office of
Reentry
c/o Bonnie Thomas, Budget Officer
310 W. Lakeside Avenue, Suite 550
Cleveland, OH 44113-1069
Phone: (216) 443-5557; Fax (216) 698-2964
Email: bthomas@cuyahogacounty.us