Sub-recipient Agreement For Professional Services From Non-Profit Organization

Article 1:

This Contract made and entered into this _____ day of _____, 2012 by and between the County of Cuyahoga, (the "County"), and CLEVELAND MEDIATION CENTER a corporation not-for-profit, with principal offices located at 2012 West 25th Street, Suite 412, Cleveland, Ohio 44113, (the Provider").

Term

This Contract shall commence on the 1^{st} day of <u>October</u>, <u>2012</u> and shall terminate on the <u>30th</u> day of <u>September</u>, <u>2013</u>.

Purpose

Whereas Cuyahoga County requires the services provided by the Provider to implement the Emergency Solutions Grant Program (ESG), as defined and described in ATTACHMENT 1 – ESG GENERAL PROVISIONS, and specifically described for the Provider in ATTACHMENT 2 – WORK PROGRAM and BUDGET, and whereas the Provider is qualified to provide such services, and whereas the Provider has demonstrated that it possesses the necessary expertise, knowledge, resources and initiative to successfully assist Cuyahoga County in accomplishing the aforementioned objective. Therefore, in consideration of the foregoing, Cuyahoga County and the Provider do hereby acknowledge their mutual desire to enter into a contractual relationship.

Article 2: Scope of Services

The Provider hereby agrees to provide services described in Attachment 2, Work Program and Budget, which is attached hereto and made a part thereof as if fully rewritten. Changes to Attachment 2, may be requested from time to time by either the County or the Provider, and if agreed to by the parties shall be incorporated in written amendments to this Agreement. No changes may be made without the written consent of the parties.

Article 3: Contract Revisions

Revisions of budget line items' as delineated in Attachment 2, Work Program and Budget, may be required to meet established program performance outcomes. Contract Revisions must receive prior approval from the County.

Article 4: Compensation

The County shall compensate the Provider for all expenditures made in accordance with the schedule set forth in Attachment 2, Work Program and Budget, which is attached hereto. Compensation shall be provided during the term of this Agreement not to exceed \$ 685,600.00.

Article 5: Method of Payment

- (a) Upon written request, the County may advance the Provider the value of one month of Financial Assistance, Housing Relocation and Stabilization, and Data Collection and Evaluation funds of the Contract operating budget.
- (b) Following the first advance, upon written request, and on a monthly basis thereafter, the County will advance an additional month's funding, after reconciling the Advance with the current request. This advance will be issued within 30 days of the receipt of the written request.
- (c) By the 15th of each month, the Provider will submit to the County documentation of actual expenses incurred within the previous month.

Acceptable documentation for reconciliation of expenses for the draw will include the following:

- 1) budget to actual expense report
- 2) monthly financials
- invoices and copies of check stubs to be followed within 60 days of documentation, per generally accepted accounting practice, of processed checks.
- (d) Should documentation not support payments advanced, upon receipt of a written request from the County, the Provider will have 30 days to provide further documentation adequate to substantiate the advanced amount, and/or issue a check to reimburse the County the amount of the advance unsupported by the documentation.
- (e) Revisions of budget line items may be allowed with prior approval of the County.

Article 6: Reports and Records

The Provider must maintain fiscal records and program data as described in the GENERAL REGULATIONS (Attachment 1) and the WORK PROGRAM (Attachment 2).

The County or any of their authorized representatives shall have access at any time during normal business hours to all books, accounts, records, reports, files, and other papers or property of the Provider pertaining to funding provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The Provider shall provide necessary information and periodic reports as required in this Section of the Agreement. All data, information, and reports generated as a result of this Agreement are the property of Cuyahoga County.

Article 7:

- (1) The policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles Applicable to Grants, Contractors and other Agreements with State and Local Governments) and 24 CFR part 85apply to the acceptance and use of assistance under the program by governmental entities, and OMB Circular Nos A-110 (Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organization), and A-122 (Cost Principles Applicable to Grants, contracts and other Agreements with Non-profit organizations, except where inconsistent wit the provisions of the McKinney Act, other Federal statutes, or this part
- (2) The financial management systems used by private non-profit organizations who are sub recipients are subject to the audit requirements of 24 CFR part 45.

Article 8: Program Changes

The Provider must notify Cuyahoga County of changes in program implementation. No changes may be made without the written approval of the County, which approvals shall not be unreasonably delayed or withheld.

INDEMNITY

- A. The Provider agrees that it will at all times indemnify and hold harmless Cuyahoga County and all officers, agents, servants or employees thereof against any and all liability, loss, damages, cost or expense which the County may hereinafter sustain, incur, or be required to pay by reason of any child/family/individual suffering personal injury, death, property loss, or damage either while participating in or receiving services under this contract.
- B. <u>The Provider</u> agrees to release, indemnify and to hold harmless the County and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the failure of <u>The Provider</u> to perform its duties and obligations under this contract.

Article 9: Nondiscrimination and Equal Opportunity Requirements

While serving a designated population of eligible homeless persons, the Provider must, within the designated population comply with the following requirements for non-discrimination on the basis of race, color, religion, sex, national origin, age, familial status, and handicap, use of assistance must comply with the following requirements:

(1) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1058-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination

- in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part I.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. G6101-07) and implementing regulations at 24 CFR part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.
- (3) The requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.17101 u) (Economic Opportunities for Low-and Very Low-Income Persons.)
- (4) The requirements of executive Order 11246, (3 CFR 1964-65, Comp., p.339) (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60;
- (5) The requirements of Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971- 1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 39) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138 (3 CFR, 1977 Comp., p. 393) (Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Provider must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- (6) Affirmative Outreach. If the procedures that the Provider intends to use to make known the availability of the program are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for assistance, the Provider must establish additional procedures to ensure that the information on the existence and locations of facilities and services are accessible to persons with a handicap. Evidence of implementation of these alternative procedures should be maintained by the provider.

Article 10: Termination

The County or Provider may terminate this Agreement and such supplemental Agreements hereafter executed, with 90 days notice, if the other party:

- a) Violates any material provision of this Agreement or,
- b) Violates any applicable regulations or terms and conditions of this Agreement;
- c) Fails to perform the administrative duties within a timely manner following notice and opportunity to cure.

In the event that either the County or the Provider terminates this agreement, the Provider shall return to the County any funds that have been advanced for services that would have been rendered by the Provider subsequent to the date of termination.

Article 11: Electronic Signature

By entering into this Contract, I agree on behalf of (AGENCY NAME), 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. 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 the Provider have executed this Agreement.

CLEVELAND MEDIATION CENTER

BY: Daneli Lyce

COUNTY OF CUYAHOGA

Edward FitzGerald, County Executive

Edward FitzGerald, County Executive

ATTACHMENT 1

EMERGENCY SOLUTIONS GRANT PROGRAM

GENERAL PROVISIONS

EMERGENCY SOLUTIONS GRANT PROGRAM (ESG) GENERAL PROVISIONS

- 1. **FEDERAL REGULATIONS.** The provisions of the ESG as published in the Catalog of Federal Domestic Assistance (CFDA) 24 CFR Part 576 (hereinafter referred to as "ESG Regulations") and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The Sub-recipient shall at all times comply with the ESG Regulations, associated Executive Orders, statutes, OMB Circulars, other related federal regulations, and all future revisions and amendments to the same. The Sub-recipient shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that the ESG Assisted Persons/Units comply in all respects with the ESG Regulations.
- 2. USE OF ESG FUNDS. The County agrees to provide the Sub-recipient with ESG funds, as further outlined in Attachment 2-Work program and Budget. The aforementioned sum shall be utilized by Sub-recipient for activities detailed in Attachment 2. The Sub-recipient agrees that any monies in excess of the ESG funds total allocation which may be necessary to completely implement the Project shall be the sole responsibility of the Sub-recipient. The provision of ESG funds for the ESG Assisted Persons/Units shall be subject to compliance by the Sub-recipient with all requirements of the ESG and conditions set forth within this Agreement and other Project related County documents entered into between the Sub-recipient and the County (hereinafter referred to as the "County Documents").
- 3. GENERAL RESPONSIBILITIES. The administrative functions and responsibilities of the Sub-recipient include the following: formulating the Project proposal; administering and completely implementing the Project, including the maintenance of all records and the entry into and performance of all contracts necessary to implement the Project, all of which shall be in accordance with all applicable Federal and State Laws and Regulations and the provisions of this Agreement; defending all lawsuits and other legal challenges directly relating to the undertaking of the Project; providing a statement in any contract or any other agreement entered into by the Sub-recipient with any contractor and/or subcontractor relating to the implementation of the Project holding the County harmless from any liability or breach of contract or other agreement arising from the Sub-recipient's undertaking of the Project; retaining all documents relating to the preparation of the Project proposal, the administration and implementation of the Project and all other documents relating to the Project for a period of five (5) years.

REPAYMENTS.

Obligations unfulfilled.

In the event the Sub-recipient does not fulfill all of its obligations and responsibilities in accordance with the ESG Regulations, the terms of this Agreement, and the County Documents, then the Sub-recipient is obligated to repay the remaining funds to the County as prescribed in Section 12 Enforcement of this Agreement.

AFFORDABILITY. ESG Assisted Units, must, at a minimum, meet the affordability and income targeting requirements of ESG Regulations.

PROJECT REQUIREMENTS. The Sub-recipient shall ensure that the ESG Assisted Units comply with the ESG requirements, including, but not limited to, the following:

Financial Assistance. Financial assistance is limited to the following activities: short-term and mid term rental assistance, security deposits, utility deposits, and utility payments. Grantees and sub grantees must not make payments directly to program participants, but only to third parties, such as landlords or utility companies. In addition, an assisted property may not be owned by the grantee, sub grantee or the parent, subsidiary or affiliated organization of the sub grantee.

Rental Assistance.

Short- and medium-term rental assistance is tenant-based rental assistance that can be used to allow individuals and families to remain in their existing rental units or to help them obtain and remain in rental units they select.

Short-term rental assistance may not exceed rental costs accrued over a period of 3 months.

Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4 to 12 months. No program participant may receive more than 12 months of assistance under ESG.

After 3 months, if program participants receiving short-term rental assistance need additional financial assistance to remain housed, they must be evaluated for eligibility to receive up to 9 additional months of medium-term rental assistance, for a total of 12 months. Sub grantees must certify eligibility at least once every 3 months for all program participants receiving medium-term rental assistance. Sub grantees must provide ongoing case management, as needed, to all program participants receiving rental assistance in order to transition them to independence, including permanent housing arrangements (subsidized or unsubsidized).

Maximum Amount of Assistance

A maximum amount of assistance that a single individual or family may receive from ESG funds, or a maximum number of times that an individual or family may receive assistance is not defined in the ESG regulations. These requirements are left to the local Continuum of Care to define and document in materials that are available to the public.

<u>Security and utility deposits</u>. ESG funds may be used to pay for security deposits, including utility deposits, for eligible program participants. In contrast to the requirements regarding rental assistance payments, security and utility deposits covering the same period of time in which assistance is being provided through another housing subsidy program are eligible, as long as they cover separate cost types.

<u>Utility payments</u>. ESG funds may be used for up to 24 months of utility payments, including up to 6 months of utility payments in arrears, for each program participant, provided that the program participant or a member of his/her household has an account in his/her name with a utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from a utility company. However, the local community has the discretion to define a maximum number of months/amount provided the definition is established and published in a policy document defining the ESG program guidelines.

<u>Moving cost assistance</u>. ESG funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the program participant is in housing, whichever is shorter.

Housing Relocation and Stabilization Services.

ESG funds may be used for services that assist program participants with housing stability and placement. These services are limited to the following eligible activities:

<u>Case management</u>. ESG case management funds may be used for activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability. Component services and activities may include: counseling; developing, securing, and coordinating services; monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to ESG financial assistance.

<u>Outreach and engagement</u>. ESG funds may be used for services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available services and programs.

Housing search and placement. ESG housing search and placement funds may be used for services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangements; representative payee services concerning rent and utilities; and mediation and outreach to property owners related to locating or retaining housing.

<u>Legal services</u>. ESG funds may be used for legal services to help people stay in their homes, such as services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist program participants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters or housing issues. Legal services related to mortgages are not eligible.

<u>Credit repair</u>. ESG funds may be used for services that are targeted to assist program participants with critical skills related to household budgeting, money management, accessing a free personal credit report, and resolving personal credit issues.

Data Collection and Evaluation.

Data Collection. ESG regulations require that data collection and reporting for ESG be conducted through the use of a Homeless Management Information System (HMIS). In Cuyahoga County this is ServicePoint. Therefore, reasonable and appropriate costs associated with operating an HMIS for purposes of collecting and reporting data required under ESG and analyzing patterns of use of ESG funds are eligible. Eligible costs include the purchase of HMIS software and/or user licenses, leasing or purchasing needed computer equipment for providers and the central server, costs associated with data collection, entry and analysis, and staffing associated with the operation of the HMIS, including training. HMIS activities that are ineligible include planning and development of HMIS systems, development of new software systems, and replacing state and local government funding for an existing HMIS. Only those jurisdictions that do not have an HMIS already implemented may use a portion of these funds for HMIS implementation or start-up activities.

Evaluation. Grantees and sub grantees must comply if asked to participate in HUD-sponsored research and evaluation of ESG. ESG funds are eligible for costs to the grantee of participating in HUD research and evaluation of the program.

Administrative Costs.

Administrative costs may be charged for the overall program management, coordination, monitoring and evaluation. Specific details are included in Section 576.108 of 24 CFR.

Administrative costs do not include the costs of issuing financial assistance, providing housing relocation and stabilization services, or carrying out eligible data collection and evaluation activities, as specified above, such as grantee or sub grantee staff salaries, costs of conducting housing inspections, and other operating costs. These costs should be included under one of the three other eligible activity categories

<u>Limitations on Administrative Costs</u>. No more than 7.5 percent of the total ESG grant to the grantee may be spent on administrative costs, whether by the grantee or sub grantee(s).

<u>Sharing of administrative funds</u>. Grantees shall share a reasonable and appropriate amount of their administrative funds with sub grantees.

Requirements for All Program Participants.

In order to receive financial assistance or services funded by ESG, individuals and families—whether homeless or housed—must at least meet the following minimum criteria:

- 1) Any individual or family provided with financial assistance through ESG must have an initial consultation with a case manager through Coordinated Assessment/Intake.
- 2) The household must be below 30 percent of Area Median Income (AMI).
- 3) The household must be either homeless in a shelter or living on the street, or at risk of losing its housing and meet both of the following circumstances: (1) no appropriate subsequent housing options have been identified; AND (2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

OTHER PROGRAM REQUIREMENTS.

A. Conflicts of Interest

1. General. With respect to the use of ESG funds to procure services, equipment, supplies or other property, states, territories and units of general local government that receive ESG funds shall comply with 24 CFR 85.36(b)(3), and non-profit sub grantees shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or

herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

B. Environmental Requirements

This Notice does not direct, provide for assistance or loan and mortgage insurance for, or otherwise govern or regulate, real property acquisition, disposition, leasing (other than tenant based rental assistance), rehabilitation, alteration, demolition, or new construction, or establish, revise or provide for standards for construction or construction materials, manufactured housing, or occupancy. Accordingly, under 24 CFR 50.19(c)(1), this Notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321). Moreover, consistent with the provisions for administrative and management expenses, tenant-based rental assistance, and supportive services in 24 CFR 50.19(b)(3), (11), and (12), the eligible activities to be assisted under this Notice are categorically excluded from the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and are not subject to environmental review under the related laws and authorities.

C. Habitability Standards

Organizations providing rental assistance with ESG funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Units should be inspected on an annual basis and upon a change of tenancy. The minimum habitability standards are listed in Appendix C. Grantees may require more stringent standards.

D. Nondiscrimination and Equal Opportunity Requirements

Sub grantees must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). In addition, grantees must make known that ESG rental assistance and services are available to all on a nondiscriminatory basis and ensure that all citizens have equal access to information about ESG and equal access to the financial assistance and services provided under this program. Among other things, this means that each grantee must take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964. This may mean providing language assistance or ensuring that program information is available in the appropriate languages for the geographic area served by the jurisdiction and that limited English proficient persons have meaningful access to ESG assistance. This will be a particular issue for state grantees that may not be aware of LEP speaking populations in jurisdictions that are not normally served with ESG funds. To assist grantees, the Department published the "Final Guidance to Federal Financial Assistance Sub-recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (72 Federal Register 2732; January 22, 2007). In addition, all notices and communications shall be provided in a manner that is effective for persons with hearing, visual, and other communication related disabilities consistent with section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.6. If the procedures that the grantee intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the grantee must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

E. Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding Sub-recipients. Grantees and sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status. Examples of affirmatively furthering fair housing include: (1) marketing the program to all eligible

persons, including persons with disabilities and persons with limited English proficiency; (2) making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities (see, for example, HUD's rule on effective communications at 24 CFR 8.6); (3) providing fair housing counseling services or referrals to fair housing agencies; (4) informing participants of how to file a housing discrimination complaint, including providing the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777; and (5) recruiting landlords and service providers in areas that expand housing choice to program participants.

F. Lead-Based Paint Requirements

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through ESG.

G. Uniform Administrative Requirements

All States, Territories, Urban Counties, and Metropolitan cities receiving funds under ESG shall be subject to the requirements of 24 CFR part 85. Non-profit sub grantees shall be subject to the requirements of 24 CFR part 84. Note that the closeout requirements apply to all entities receiving HPRP funds, but that no charges may be applied to the grant beyond the Recovery Act's 3-year expenditure deadline, as explained in section V.A.2.

H. Equal Participation of Religious Organizations

- 1. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in ESG. Neither the federal government nor a grantee shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- 2. Organizations that are directly funded under ESG may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for the program participants.
- 3. A religious organization that participates in ESG will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- 4. An organization that participates in the ESG shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
- 5. If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the state or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, the requirements listed above apply to all of the commingled funds.

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I. Lobbying and Disclosure Requirements

The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to ESG. Applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

J. Drug-Free Workplace Requirements

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to ESG.

K. Procurement of Recovered Materials

State agencies and agencies of a political subdivision of a state that are using assistance under a HUD program for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with section 6002, these agencies and persons must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must provide solid waste management services in a manner that maximizes energy and resource recovery; must have established an affirmative procurement program for procurement of recovered material identified in the EPA guidelines.

REQUESTS FOR DISBURSEMENT OF FUNDS.

Expenditures.

The Sub-recipient shall limit expenditures to eligible costs in accordance with ESG and as authorized in Attachment 2- Work Program and Budget. Additionally, to be considered eligible, costs must be: incurred in accordance with Attachment 2- Work Program and Budget, necessary to accomplish the project, reasonable in amount for goods and services, incurred for and be for assistance provided within the terms of this Contract Agreement, satisfactorily documented.

Release of funds.

As required by ESG, the Sub-recipient shall request funds at such times as funds are needed for payment of eligible costs. The amount requested shall be limited to the amount needed for costs incurred. The County agrees to release funds specified in Attachment 2- Work Program and Budget, in accordance with the procedures set forth in ESG.

Disbursement requests shall be made by the Sub-recipient on the Request for Payment Form provided by the OHS. The Request for Payment Form should be accompanied by detailed original invoices outlining the activities undertaken. The amount requested shall be limited to the amount needed for payment of eligible costs. Disbursements are subject to the Payment Schedule and the timely submission of Request for Payment Forms. OHS shall have the right to disapprove any payment request not in accordance with the Contract Agreement and OHS may adjust payment accordingly.

REVERSION OF ASSETS/REPAYMENTS

Balance of funds.

Upon the expiration of this Agreement, any ESG funds on hand and any receivables attributable to the use of the ESG funds, shall be transferred to the County.

Repayment

The County shall require the repayment of all funding not utilized in accordance with this agreement as outlined in Attachment 2- Work Program and Budget; or found to be an unacceptable expense as a result of a federal audit.

RECORDS AND REPORTS. The Sub-recipient shall maintain all applicable records for this Project consistent with ESG record keeping. In addition, the Sub-recipient shall make available copies of all such records as may be requested by the County. The Sub-recipient shall furnish the County with such information and periodic reports as the County may request including, but not limited to: all invoices, payroll registers, time sheets, canceled checks and other documents supporting expenditures charged to this Agreement, project progress reports, final project reports, HUD Project Completion Reports as well as reports detailing the number, type and income of households assisted via this project.

ENFORCEMENT OF THE AGREEMENT. In the event that the County, in its sole discretion, determines that the Sub-recipient is not implementing this Project in accordance with the Act, HUD Regulations, and/or the provisions of this Agreement, the County shall advise the Sub-recipient by written notice via certified mail, return receipt requested, of the specific reasons the Sub-recipient is not so implementing the Project in accordance with the Act, HUD Regulations, and/or provisions of this Agreement, as applicable. If the Sub-recipient, within fifteen (15) business days from the date of said written notice, fails to institute the corrective measures, in the sole opinion of the County, necessary to bring the implementation and administration of the Project into compliance with the provisions of the Act, HUD Regulations and the provisions of this Agreement or otherwise fails to properly administer, or implement the Project in accordance with the Act, HUD Regulations and/or provisions of this Agreement, the County shall have the right to:

- 1. Terminate this Agreement and withdraw or reduce funding for the Project.
- 2. Assume the responsibilities for the administration and implementation of the Project.
- 3. Institute corrective measures in order to bring the implementation and administration of the Project into compliance with the provisions of this Agreement; and/or
- 4. Suspend this Agreement and suspend the funding of the Project until said corrective measures have been affected by the Sub-recipient to bring the implementation and administration of the Project into compliance with the provisions of the Act, HUD Regulations, and this Agreement.

The above rights are cumulative and the County's failure to exercise these rights immediately shall not constitute a waiver by the County, nor shall the County be stopped from exercising these rights at any time.

If the County elects to institute corrective measures to bring the implementation and administration of the Project into compliance pursuant to Subsection C, hereof, the County reserves the right to reasonably charge the Sub-recipient for the costs and expenses incurred for said corrective measures. The County may deduct said charges from the Sub-recipient's share of the ESG funds, and/or demand reimbursement by the Sub-recipient for said charges. The County, by exercising any of the rights set forth in this

paragraph, shall incur no liability direct or indirect, to the Sub-recipient, its contractors, subcontractors, agents, servants or employees as a result of such action.

If, as a result of any action(s) directly relating to the Sub-recipient or its contractors, subcontractors, agents, servants or employees that results in the loss of any funds to the County said loss will be chargeable to the Sub-recipient. Further, if the County has distributed funds to the Sub-recipient for the Project which is later determined by HUD to be ineligible and as a result thereof, the County is not granted its full entitlement of funds, the Sub-recipient will return to the County any funds attributable to the Project which was distributed to the Sub-recipient. Further, the Sub-recipient hereby agrees for itself, its agents, servants, employees, contractors and subcontractors, to hold the County harmless for any causes of action arising out of the implementation of the Project or any actions incident thereto.

ATTACHMENT 2

WORK PROGRAM AND BUDGET

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	 	FTE's	<u>Position</u>		TOTAL		<u>Prevention</u>		Re-Housing	•	TOTAL
	 		Executive Director	\$	34,496.00	<u> </u>	\$ 34,496.00	\$	<u> </u>	\$	34,496.0
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		FTE's	<u>Position</u>	<u> </u>	TOTAL		<u>Prevention</u>		<u>Re-Housing</u>		TOTAL
		1	Diversion Manager	\$	40,000.00		\$ 40,000.00	\$		\$	40,000.0
		0.625	Diversion Assistant	\$	25,930.00		\$ 25,930.00	\$	<u>-</u>	\$	25,930.
		0.5	Assistant Director	\$	31,335.00		\$ 31,335.00	\$		\$	31,335.0
		6	Diversion Advocates	\$	184,000.00		\$ 184,000.00	\$	-	\$	184,000.1
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		-	Rental Assistance	#	48,000.00		\$ 48,000.00		-	\$	48,000.
	<u> </u>	<u> </u>	Security and Utility Deposits	\$	48,000.00	<u> </u>	\$ 48,000.00		-	\$	48,000.
	 - -	_	Utility Payments	\$	-	ļ	\$ -	\$	-	\$	
	<u> </u>	ļ	Moving Cost Assistance	\$	<u> </u>		\$ -	\$	-	\$	
			Motel & Hotel Vouchers	\$	5,000.00		\$ 5,000.00	\$	-	\$	5,000.
			Other	\$	60,000.00		\$ 60,000.00	\$	78	\$	60,000
•			Total	\$	161,000.00	Total	\$ 161,000.00	\$	-	\$	161,000.
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			Rent-Office	\$	12,000.00		\$ 12,000.00	\$ -	\$	12,000.00
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			Mileage	\$	2,500.00		\$ 2,500.00	\$ -	\$	2,500.00
			Copier	\$	1,200.00	·	\$ 1,200.00	\$ -	\$	1,200.00
			Phone Cards	\$	1,200.00		\$ 1,200.00	\$	\$	1,200.00
	•		Office Supplies	\$	2,800.00		\$ 2,800.00	\$ -	\$	2,800.00
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PROJECT UNDERSTANDING

Purpose and Scope of Project

The purpose of this project is to provide an integrated plan in the form of a coordinated intake system that would provide three areas. First, it would provide a system where all persons seeking shelter in Cuyahoga County would be assessed immediately for alternatives to shelter. Second, the shelter system would provide assessment and linkages to case management. Third, rapid re-housing resources would be utilized to decrease the time clients are in shelter.

The scope of the project has six distinct areas including: Coordinated Assessment and Intake, Diversion, Housing Relocation and Stabilization, Rapid Re-housing, Homeless Prevention Information and Referral, and Housing Cleveland.org. Cleveland Mediation Center proposes to provide diversion services.

Pertinent issues

As the households across the country struggle during the extended downturn economy, homelessness remains. According to The State of Homelessness Report 2012 as reported by the National Alliance to End Homelessness (www.endhomelessness.org), there were 2,262 homeless persons in the Cleveland-Elyria-Mentor metro area in 2011.

Proposed Solution/Project Narrative

Cleveland Mediation Center's proposed solution to the needs identified by the county is to provide diversion services as part of the integrated plan that address Cuyahoga County's goals as related to homelessness.

Deliverables

Cleveland Mediation Center will provide the following deliverables:

- 1- Assess 1,200 households and assist 350 households
- 2- Divert 20% of persons seeking shelter to safe, alternative housing.
- 3- Divert an additional 20% of families seeking shelter to a temporary diversion location until a shelter spot opens.

METHODOLOGY

Cleveland Mediation Center proposes to provide diversion services to the single and family homeless population in Cuyahoga County 24 hours a day, 7 days a week. CMC staff will meet clients at the shelter door to determine whether they can be diverted into safe, alternative housing. In providing services overnight, CMC will collaborate with Mental Health Services to fulfill the coordinated assessment and intake's goal of meeting clients at the shelter door, 24/7.

CMC will cover Central Intake and Assessment during the overnight shift making it seamless 24-hours/day, 7 days a week. During those hours, we will refer individuals and families entering 2100

Lakeside and Norma Herr for short and long-term housing strategies in addition to looking for diversion opportunities. CMC and MHS have had conversations and have agreement in principle.

The diversion program has four components: a face-to-face intake meeting, follow-up to diversion, mediation/conflict resolution, and assistance. We have decided on the following methodology because it is recommended by the National Alliance to End Homelessness and it also has been effective during the past three years when we have been providing diversion services.

Intake

Diversion staff members meet with clients face-to-face immediately after clients enter the shelter door at 2100 Lakeside and the Norma Herr Women's Center. Diversion staff members begin with questions about what led the clients to shelter. During these questions, diversion staff members will particularly emphasize safety and having been trained in signs of domestic violence, screen all potential living arrangements. These questions help the client clarify what has happened and may illuminate a diversion opportunity.

There are many different possible diversion opportunities depending on the client's history and background. Some clients have left housing of their own that they can return to. Some clients leave their housing when they get an eviction court date or a 3-day notice from their landlord and don't realize that they can stay in their housing until after a court ruling and even then, the clients have 7-10 or more days after the ruling to move out. CMC diversion staff work with the clients to educate them about their legal rights and also help them come up with a plan so they can continue living in their dwelling. Other clients had been living with other family members and got into a conflict. Diversion staff can mediate the conflict so that the clients can return to live with their family members.

At times, clients cannot return to where they were living. Diversion staff members talk with clients about family members or friends in their lives that they could potentially stay with. With each diversion opportunity, diversion staff members talk through the option with the client and ask questions about domestic violence to ensure that it is a safe and appropriate place for the client and/or their family members to live. Once a possible diversion location has been identified as safe, diversion staff members call the family member or friend to see whether it will work. If clients are unable to be diverted, they are referred back to Centralized Assessment and Intake.

Follow-up after diversion

In some diversion cases, CMC staff follow-up with the clients after they have been diverted. If the diversion location is not long-term and the client has income moving forward, the diversion staff will work with the clients on permanent housing, providing 1st month's rent and deposit as needed. CMC staff will meet with the client to determine where they would like to live and will also provide assistance in identifying possible units as needed. Once a unit has been identified, the diversion staff will go over the lease with the clients for clarification and talk with the landlord about move-in dates. If the client has been approved for assistance, CMC will also pay 1st month's rent and deposit to the landlord.

Mediation/Conflict Resolution

As mentioned previously, diversion staff members also mediate disputes between clients and family members and/or friends as needed. We have mediated disputes between mothers and young adults

and as a result, the young adult has been able to move back in with their family, thus preventing a shelter stay and reuniting the young adult with their support network. We have also mediated disputes between spouses and other family and friends but always perform domestic violence screenings to insure that the diversion is safe for the client. All CMC diversion staff members have been trained in mediation, conflict resolution, and domestic violence and have facilitated these mediations.

Assistance

In some diversion cases, providing assistance can help facilitate the client in moving in with a family member or friend. In the past, CMC has provided food gift cards and this has bolstered the household so that they can bring their family member/s or friend in. CMC has also provided Greyhound bus tickets to clients who are stranded in Cleveland and are away from their support network in another city. Diversion staff members first talk with the family member in the other city to make sure that they can take their friend or family member/s in. Once this has been confirmed and a plan is set in place for integrating the client into the household and their home city, CMC purchases a bus ticket for the client.

CMC also pays for hotel stays in certain cases. If clients with children enter the shelter, cannot be diverted, and there are no available beds in the family shelters, CMC's diversion manager approves the family for a hotel stay at University Suites in downtown Cleveland. The client will only stay in the hotel until family shelter beds open.

In providing financial assistance, CMC will determine appropriateness, follow allowable uses, amount, set-up timely processes, and will track all expenditures for reporting and audit purposes.

Project Schedule

October 2012	Provide diversion services at the shelter door, 29 households served, overnight
October 2012	services will be on the phone until new staff are hired
	29 households served, assess 100 households
	Hire four new diversion staff
November 2012	New diversion staff start working,
	Lehman Busbee is transitioned into Program Manager position,
	24/7 diversion/central intake face-to-face coverage begins.
	Diversion services continue, 29 households served, assess 100 households
December 2012	Diversion services continue, 29 households, assess 100 households
	Measure program outcomes to track whether we are meeting deliverables
January 2013	Diversion services continue, 29 households served, assess 100 households
February 2013	Diversion services continue, 29 households served, assess 100 households
March 2013	Diversion services continue, 29 households served, assess 100 households
· · · · · · · · · · · · · · · · · · ·	Measure program outcomes to track whether we are meeting deliverables
April 2013	Diversion services continue, 29 households served, assess 100 households
May 2013	Diversion services continue, 29 households served, assess 100 households
June 2013	Diversion services continue, 29 households served, assess 100 households
 	Measure program outcomes to track whether we are meeting deliverables
July 2013	Diversion services continue, 29 households served, assess 100 households
August 2013	Diversion services continue, 29 households served, assess 100 households

Evaluation Plan

We will implement a comprehensive evaluation plan for this project. First, all diversion activities will be tracked in both a Microsoft Excel database and also in Service Point. Diversion staff will record all diversion activities with clients in the Excel database. Client information and services provided will also be entered into Service Point by our Program Associate, Kara Tellaisha.

On a quarterly basis, Program Director Danielle Cosgrove will pull reports from Service Point to measure program outcomes including the percentage of clients who have been diverted. In addition, Ms. Cosgrove will talk with Allison Gill at the Office of Homeless Services to determine the recidivism rate.

PROJECT MANAGEMENT

Project Management Approach

This project will be managed in the following way. Program Manager, Lehman Busbee will manage the diversion staff. He will supervise their activities and approve diversion assistance. Assistant Director Ed Boyte will supervise Lehman Busbee. In addition, he will be involved in all policy discussions within CMC and with other agencies. Executive Director Dan Joyce will supervise Ed Boyte and will also be involved in policy discussions.

Project Control

Project control will occur through both supervision of diversion activities and also through program outcome measurement to ensure the project is meeting its deliverables. Lehman Busbee and Ed Boyte will supervise diversion activities and Danielle Cosgrove will be responsible for measuring project outcomes.

Project Reporting

Our status reporting methodology will include both written and oral reports. Program Manager Lehman Busbee will meet with diversion staff regularly to gather oral reports on the program. In addition, all diversion activities will be recorded both in an Excel database and also in Service Point. Program Director Danielle Cosgrove will also submit written reports monthly on diversion activities and outputs and diversion outcomes quarterly.

Cleveland Mediation Center will also submit oral and written reports as requested by the Office of Homeless Services.

Interface with the County- Not applicable

Risk Management- Not applicable

QUALIFICATIONS AND EXPERIENCE

Vendor Qualifications

Cleveland Mediation Center is highly qualified to implement this project. First, we have been providing both diversion and homeless prevention programs in Cuyahoga County since 1994. Second, we piloted the first diversion program in Cuyahoga County in 2009 and have been providing these high quality, cutting edge services since that time.

In addition, as a mediation center, CMC brings unique skills to the diversion program. First, conflict resolution has at its center the tenet that individuals can make decisions about their lives. This belief is integral to providing diversion services in that our staff members help clients decide where they want to live. In addition, our skills in mediation and conflict resolution help clients resolve disputes with friends and family so that they can stay in safe, appropriate housing and avoid entering the shelter.

Prior Experience

Cleveland Mediation Center has adequate staff, equipment, research tools, and administrative resources to implement this project. Our staff members are highly trained and have been providing diversion services since 2009, when diversion was first piloted in Cuyahoga County. All staff members have laptops and access to Cuyahoga County's Homeless Management Information System. In addition, CMC has highly qualified staff and services for data entry, administrative, technical, and support functions.

CMC has a firm understanding and complies with the Continuum of Care's goals to reduce homelessness and shorten participants' length of stay. Cleveland Mediation Center's past performance in diversion services in Cuyahoga County since 2009 demonstrates this. From January through July of 2012, CMC permanently 20% of clients who were referred and diverted an additional 22% of clients entering shelter to temporary diversions until family shelter spots opened. We provided these services on time and within budget.

In addition, CMC has collaborated with other Continuum of Care providers and within other systems. We collaborated with MHS and EDEN to provide diversion and rapid exit to clients seeking shelter and collaborated with Cleveland Tenants Organization, Legal Aid, Cuyahoga Metropolitan Housing Authority, Cleveland Housing Network, Catholic Charities, Beechbrook, Famicos, and the City of Cleveland Department of Aging to provide homeless prevention services. As a member of the Westside Family Resource Network, CMC has collaborated with other Westside non-profits to provide services to Cleveland youth and families.

All current diversion staff members have extensive experience in providing diversion services. Lehman Busbee, Diversion Program Manager has been involved in the diversion program since 2009. Ed Boyte, Assistant Director started in the diversion pilot project in the spring of 2009. Kirby Broadnax, Carly Hodgins, and Tracy Callahan have all been working in the diversion program since 2010. In addition, all staff members have been trained in mediation and Ed Boyte has 6 years of experience training in mediation and over 12 years experience as a mediator. He also has taught the statewide Domestic Violence and Abuse in Mediation training. All staff members have Bachelor Degrees or equivalent experience.

All new staff that will be hired will go through CMC's orientation training. This will include training in the Fundamentals of Mediation (as conducted by CMC), Service Point, domestic violence, customer satisfaction, record keeping, and an intensive hands-on training in providing diversion services

Program Associate Kara Tellaisha has almost two years of experience in data entry in Service Point and has a very low error rate.

Program Director Danielle Cosgrove has a Masters Degree in Conflict Resolution and 9 years of experience mediating disputes. She has 10 years of experience managing programs during which that time she managed a program evaluation of CMC's Homeless Prevention Project that found that the program was highly effective. Ms. Cosgrove is a member of both the Review and Ranking Committee and the HMIS Committee. In addition, she has led Client Satisfaction focus groups to homeless clients at the request of the Review and Ranking Committee. Ms. Cosgrove has been supervising HMIS data entry for the past three years and is well versed in pulling APR reports. Past APR reports have been submitted to the Office of Homeless Services with no errors.

Executive Director Dan Joyce also has a Masters Degree in Conflict Resolution and 30 years mediating and in managing programs. He has been the Executive Director of CMC since 1992. Mr. Joyce is well recognized in the field of conflict resolution where he is a former board member of the National Association of Community Mediation, a current faculty member at Cleveland State and a former faculty member of Antioch University and Kent State University. Mr. Joyce designed and taught the statewide Domestic Violence and Abuse in Mediation training. Mr. Joyce is also a former member of the Review and Ranking Committee.

Organizational Chart

Staff Person	Deliverable responsible for
Lehman Busbee	Manage diversion staff in assessing 1,200 households seeking shelter and divert 20% to permanent housing and 20% of families to temporary diversions
Carly Hodgens	Assess 1,200 households seeking shelter and divert 20% to permanent housing and 20% of families to temporary diversions
Kirby Broadnax	Assess 1,200 households seeking shelter and divert 20% to permanent housing and 20% of families to temporary diversions
Tracy Callahan	Assess 1,200 households seeking shelter and divert 20% to permanent housing and 20% of families to temporary diversions
Ed Boyte	Manage Program Manager to ensure 1,200 households are assessed, 20% diverted to permanent housing, and 20% of families diverted to temporary diversions.
Daniel Joyce	Manage Assistant Director to ensure 1,200 households are assessed, 20% diverted to permanent housing, and 20% of families diverted to temporary diversions.
Danielle Cosgrove	Track outcomes to ensure 1,200 households are assessed, 20% diverted to permanent housing, and 20% of families diverted to temporary diversion.
Kara Tellaisha	Enter data into HMIS in order to record 1,200 households assessed, 20% diverted to permanent housing, and 20% of families to temporary diversion.
Denise Wilson	Check files for accuracy to ensure 1,200 households are assessed, 20% diverted to permanent housing, and 20% of families diverted to temporary diversion
4 Diversion Staff to be named	Assess 1,200 households seeking shelter and divert 20% to permanent housing and 20% of families to temporary diversions

Personnel

Name	Position with CMC	Role in Project	Experience	Similar Work history	Legal Relationship
Lehman Busbee	Diversion Program	Manager	3 yrs diversion experience	3 yrs diversion experience	Full-time staff
	Manager				
Carly Hodgens	Diversion Mediation Advocate	Diversion Med. Advocate	2 yrs diversion experience	2 yrs diversion experience	Full-time staff
Kirby Broadnax	Diversion Mediation Advocate	Diversion Med. Advocate	2 yrs diversion experience	2 yrs diversion experience	Full-time staff
Tracy Callahan	Diversion Mediation Advocate	Diversion Med. Advocate	2 yrs diversion experience	2 yrs diversion experience	Full-time staff
Ed Boyte	Assistant Director	Supervise Div. Program Manager, represent CMC in policy meetings.	3 yrs. Diversion experience, created, implemented, and managed diversion program in Cuyahoga County, 10 years management experience	3 yrs. Diversion experience, created, implemented, and managed diversion program in Cuyahoga County	Full-time staff
Daniel Joyce	Executive Director	Supervise Asst. Dir., represent CMC in policy meetings	30 years mediating and managing programs	30 years mediating and managing programs	Full-time staff
Danielle Cosgrove	Program Director	Measure Program Outcomes, Supervise HMIS data entry	10 years experience managing programs	10 years experience managing programs	Full-time staff
Kara Tellaisha	Program Associate	Data entry	1 ½ years data entry in Service Point	1 ½ years data entry in Service Point	Full-time staff
Denise Wilson	Admin. Assistant	Checks files for completeness and accuracy	15 years experience as admin. asst.	15 years experience as admin. asst.	Full-time staff
Diversion Staff to be hired	Diversion Med Advocate	Diversion Med Advocate	N/A	N/A	Full-time staff
Diversion Staff to be hired	Diversion Med Advocate	Diversion Med Advocate	N/A	N/A	Full-time staff
Diversion Staff to be hired	Diversion Med Advocate	Diversion Med Advocate	N/A	N/A	Full-time staff
Diversion Staff to be hired	Diversion Med Advocate	Diversion Med Advocate	N/A	N/A	Full-time staff