

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION
COMMUNITY DIVERSION PROGRAM
CITY OF OLMSTED FALLS
AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 2021 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and City of Olmsted Falls, a government entity, with principal offices located at 26100 Bagley Road, Olmsted Falls, Ohio 44138 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR's services to develop and implement the Community Diversion Program (hereinafter called the "CDP"), or utilize another COURT-approved CDP, to hear status, misdemeanor, and/or felony offense complaints that occur in the City of Olmsted Falls or are committed elsewhere by City of Olmsted Falls residents and the VENDOR can provide these services from January 1, 2022 to December 31, 2023.

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

- I. TARGET POPULATION – The youth referred to the program shall be ages ten (10) to seventeen (17) and residents of Cuyahoga County referred by the COURT's Early Intervention and Diversion Center staff (hereinafter called the "YOUTH"). Occasionally, youth eighteen (18) years old and/or residents outside of Cuyahoga County but still subject to the jurisdiction of the COURT may also be referred.

- II. DESCRIPTION OF SERVICES – The CDP shall implement effective diversion services with a focus on rehabilitation and accountability versus deterrence-based sanctions. Effective diversion services are responsive to preserving protective and prosocial factors for YOUTH.
 - A. Diversion techniques that have been proven through research to be ineffective or harmful to adolescent development including, but not limited to, "scared straight," boot camps, prison or morgue site visits, or other intimidation or punitive techniques are *not permitted* types of programming.

 - B. Permitted types of programming include, but are not limited to, online diversion programs under the supervision of the CDP, skills building groups, Restorative Justice programs, truancy prevention/intervention programs, community service, meetings with YOUTH/family, family group conferences, mentoring, face to face follow-ups, referrals to behavioral health services, and phone call check ins with YOUTH, family, and/or community providers.

 - C. The CDP may, but is not required to, engage the services of a volunteer attorney,

licensed to practice law in the State of Ohio and pre-approved by the COURT, to assist in facilitating the program. The attorney may not conduct hearings, meetings, or proceedings designed or appearing to simulate official court proceedings. Use of the title "Magistrate" is *not permitted* pursuant to Sup. R. 19 and Juv. R. 40. Issuance of documents similar in appearance to official court documents (e.g., use of the phrases Notice of Hearing, Journal Entry, Dispositional Entry, etc.) are not permitted.

- III. BUDGET – Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed a newly allocated amount of **\$1,200.00** and any carryover from previous contract terms for the term of the AGREEMENT. Funding allocation is based upon internal COURT reports of percentage of overall YOUTH served by each CDP in the previous three (3) consecutive calendar years. All funds disbursed to the VENDOR from the COURT shall be monitored by the COURT via monthly invoices submitted to the COURT's Fiscal Department. Upon depletion of any carryover funds, the VENDOR shall receive a **\$200.00 stipend per YOUTH served** upon successful engagement of the YOUTH. Successful engagement is defined as at least one meeting face to face or via video conference with the YOUTH. Failure to provide adequate or substantial verification of receipt and expenditure of funds shall result in the COURT discontinuing funding.
- A. VENDORS who maintain a balance of monies from prior contracts with the COURT (as calculated by the COURT pursuant to the COURT's audit practices) shall utilize all carryover monies prior to requesting payment of new funds. New funds will not be issued by the COURT until all carryover monies are exhausted and accounted for via the monthly invoice process by utilizing the same \$200.00 stipend per YOUTH served upon successfully engaging the YOUTH and family as defined in Section III above and/or for pre-approved programming improvement activities as defined in Section VI(C) below.
 - B. VENDORS that charge fees to participants may not reject a YOUTH's participation in the program merely based upon inability to pay. Any fee charged may not exceed the VENDOR's actual cost of the program.
 - C. VENDORS shall invoice the COURT for all programmatic activities, whether for new funding or for credit of spending carryover monies.
 - D. YOUTH that were not successfully engaged are not eligible for a stipend.
 - E. If a YOUTH receives additional case referral while services are currently being provided through the CDP, the VENDOR is not eligible for an additional stipend. However, YOUTH that receive a new case referral after prior services were completed are eligible to invoice the COURT for a new stipend.
- IV. PROGRAM RECORDS – VENDOR is subject to verification of funding by the COURT and shall maintain accurate internal records of the following:

- A. Name and case number of each YOUTH served;
 - B. Date of first contact;
 - C. Contact type (e.g., face to face, phone call, letter/mail notification, etc.);
 - D. Specific diversion service(s) provided; and
 - E. Total number of hours spent with diversion service(s).
- V. MONITORING AND QUALITY ASSURANCE SITE VISITS – VENDOR shall assist the COURT in collecting relevant data regarding success and failure rates, utilization of various program services, the number of YOUTH served each month, the specific service each YOUTH received each month, as well as fiscal monitoring to ensure the CDP delivered services according to Section II(B). The COURT may also schedule programming and/or fiscal audits on a yearly basis to evaluate procedural aspects of the program for efficiency, including data on the YOUTH participants and on the types of services received to determine if the VENDOR performed the expected deliverables. The annual audit will be scheduled in advance and in collaboration with the VENDOR.
- VI. INVOICING – The VENDOR shall submit monthly invoices to the COURT’s Fiscal Department. VENDOR shall utilize the attached invoice sheet. Failure to do so by the tenth (10th) of each month for the previous month’s services may result in non-payment by the COURT and potential termination of this AGREEMENT.
- A. All invoices shall include the VENDOR’s name, program name, address, phone, invoice number, federal tax ID number, VENDOR number, and month of services. All invoices must be signed and dated for verification by the VENDOR.
 - B. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing and describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim.
 - C. Requests for credit towards carryover dollars for expenses related to improving programming (e.g., training specific to diversion best practices, trauma training, adolescent development training, training for effective practices in working with youth and families, and other programming needs to facilitate effective diversion) may be submitted to the COURT’s Programmatic Contact below for pre-approval. If approved, such expenses may then be included in the next month’s invoice for utilization of carryover dollars.
 - D. Under no circumstances will the COURT accept or process any initial invoice received after the end of the second month following the end of the month in which services were completed. For example, if services were completed in January, then the two-month period expires on March 31.
 - E. The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, and/or non-covered services, and subject to audit by the COURT. Incomplete invoices shall be returned for correction. Please submit invoices to the

following address:

Cuyahoga County Juvenile Court
Fiscal Department, 4th Floor
9300 Quincy Ave
Cleveland, Ohio 44106

Or emailed to:
JJCBilling@cuyahogacounty.us

VII. PERFORMANCE OBJECTIVES

- A. 80% of YOUTH served during the AGREEMENT period will successfully complete the program without referral to the COURT for official COURT processing.
- B. 80% of YOUTH referred will be engaged in and complete services with no new charges.
- C. 90% of YOUTH engaged in services will complete services within a targeted timeframe of ninety (90) calendar days.
- D. 100% of services provided will align with best diversion practices as described in Section II(B) above.

VIII. PERFORMANCE INDICATORS

- A. Number of YOUTH successfully terminated from the program divided by the number of YOUTH referred to the program during the contract period.
- B. Number of YOUTH engaged divided by number of YOUTH referred and completed services with no new charges.
- C. Number of YOUTH completing services within ninety (90) calendar days divided by number of YOUTH engaged in services.
- D. Number of types of services provided divided by number of services provided that align with best practices as described in Section II(B) above.

IX. OPERATIONAL DETAILS

- A. Service Site: All services are provided at various locations throughout the COUNTY.

B. Contact Person:

VENDOR

PROGRAMMATIC CONTACT

Det. Robert Swope
26100 Bagley Road
Olmsted Falls, Ohio 44138
(440) 427-2329
rswope@olmstedfalls.org

COURT

PROGRAMMATIC CONTACT

Bridget Gibbons
9300 Quincy Ave
Cleveland, Ohio 44106
(216) 443-5938
BGibbons@cuyahogacounty.us

FISCAL CONTACT

Sarah Baker
9300 Quincy Ave
Cleveland, Ohio 44106
(216) 443-8268
SBaker@cuyahogacounty.us

- X. **RETENTION OF ACCOUNTING AND REPORTING PROCEDURES** – The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents, and papers that pertain to the performance of this AGREEMENT. VENDOR shall maintain a ledger that specifies funds received from the COURT for this AGREEMENT. All other funds must be accounted for separately from the funds for the operational services for the CDP. Such records shall be subject to inspection, review, and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT or a longer period, as may be required by the applicable records retention schedule.
- XI. **PROFESSIONALLY WRITTEN RECORDS** – All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR’S name, address, and contact information included.
- XII. **ON SITE VISITS** – The COURT shall be allowed to access, review, and discuss activities and records and shall be allowed to interview individual youth, family, and/or VENDOR’S staff that are served or paid in whole or in part under this AGREEMENT.
- XIII. **BUILDING CODES-SAFETY ORDINANCES** – If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County, and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.
- XIV. **INSURANCE** – VENDOR shall procure, maintain, and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work, and/or operations performed in connection with this AGREEMENT.

A. **Workers’ Compensation Insurance** as statutorily required by the State of Ohio.

For VENDORS with employees working outside of Ohio, Worker’s Compensation

Insurance as required by the various state and federal laws as applicable, including Employers' Liability coverage.

B. Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury and property damage;
\$1,000,000 personal and advertising injury;
\$1,000,000 general aggregate; and
\$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

This policy must include, or not specifically exclude, coverage for Sexual Abuse and Molestation in the same amount This must be explicitly noted on the Certificate of Insurance.

C. Additional Insurance Coverage

- i. **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering, consultants, counselors, medical professionals, legal, and/or **other** professional services with a limit of liability not less than:

\$1,000,000 per claim; and
\$2,000,000 aggregate.

D. Insurance Coverage Terms and Conditions

- i. The insurance policies of the **VENDOR** required for this **AGREEMENT** shall:
1. Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers' Compensation, All Risk Equipment Insurance, Professional Liability/Errors & Omissions Insurance, and Technology Professional/Errors & Omissions Insurance.
 2. Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the **COUNTY**.
 3. Be primary and not in excess or contingent on any other basis.
 4. The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation

language where applicable:

- a. "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and/or
 - b. "Waiver of subrogation in favor of the COUNTY."
- ii. The insurance required for this AGREEMENT shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum of A.M. Best's rating of A-VII or above.
 - iii. The terms of this AGREEMENT shall be controlling and shall not be limited by any insurance policy provision.
 - iv. These insurance provisions shall not affect or limit the liability of the VENDOR stated elsewhere in this AGREEMENT or as provided by law.
 - v. VENDOR shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work, and/or operations performed in connection with this AGREEMENT.
 - vi. The COUNTY reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the COUNTY.
 - vii. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
 - viii. Where coverages are made on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this AGREEMENT.
 - ix. VENDOR shall furnish a Workers' Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the COUNTY shall not constitute a waiver of any rights of the parties under this AGREEMENT.
- XV. ANTI-DISCRIMINATION – The COUNTY will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no

discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status, or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.

- XVI. ASSIGNABILITY – None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- XVII. RELIGIOUS AFFILIATIONS – Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XVIII. CONFIDENTIALITY – The parties will comply with all laws regarding confidentiality including, but not limited to, R.C. 2151.421, R.C. 5153.17 and, as applicable, R.C. 5101.131. In addition, products of mediation, mediators' notes, mediation records, and mediation communications are confidential and subject to the restrictions set forth in R.C. 2317.02, R.C. 2317.023, and R.C. 3109.052. Authorized COURT representatives shall be allowed reasonable access to VENDOR'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or VENDOR staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the VENDOR. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes. The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate contract with its employees to that effect.
- XIX. LICENSURE – The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XX. AMENDMENT – This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged, or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XXI. TERMINATION – This AGREEMENT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the other party. Termination

pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.

- XXII. BREACH OF AGREEMENT REMEDIES – Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.
- XXIII. SERVICE CONTINUITY – In the event that the funding for the CDP is not renewed, the VENDOR shall develop a plan for cases still receiving services at the end of the AGREEMENT period and submit said plan to the COURT.
- XXIV. ETHICS REQUIREMENTS – The VENDOR shall comply with all COUNTY ethics as well as all requirements within the provisions set forth in the State of Ohio, Office of the Governor, Executive Order 2007-01S, which establishes new ethics requirements.
- XXV. FINDINGS FOR RECOVERY – The VENDOR represents and warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.
- XXVI. CRIMINAL RECORDS CHECK – The VENDOR shall comply with the provisions as specified in R.C. 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks, and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.
- XXVII. PUBLIC RECORDS – All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and the COURT are subject to the Ohio Revised Code, Rules of Superintendence, and other laws related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and COURT and any and all documents in any format or media.
- XXVIII. GOVERNING LAW AND JURISDICTION – This AGREEMENT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts. The VENDOR hereby agrees not to challenge any provision in this AGREEMENT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga

County for any reason.

XXIX. This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions, and regulations of COUNTY and the VENDOR. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of the COURT and the COUNTY and the VENDOR.

XXX. ELECTRONIC SIGNATURES – By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents, or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of R.C. ch. 304 and 1306 as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

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

City of Olmsted Falls

By: _____
James Graven, Mayor

Cuyahoga County Juvenile Court

By: _____
Terease Z. Neff, Court Administrator

Cuyahoga County, Ohio

By: _____
Armond Budish, County Executive