

RESOLUTION NO. 2009-210

Late Filing

SPONSOR Mr. Pry and Mr. Poda

DATE June 1, 2009

COMMITTEE Public Safety

A Resolution confirming an award by the Board of Control of a professional service contract for case management services for the Re-Entry Court as Best Practical Source, for the period 1/1/09 to 12/31/09, with Oriana House, Inc., in an amount not to exceed \$142,653.00, and adjusting general fund appropriations in the amount of \$142,653.00, for the General Division of the Common Pleas Court, and declaring an emergency.

WHEREAS, the Board of Control, at its meeting held April 29, 2009, has awarded a contract for the aforementioned case management services subject to confirmation by County Council; and,

WHEREAS, County Council has determined by reviewing all pertinent information that the contract is necessary and in the best interest of the County of Summit;

WHEREAS, it is necessary to adjust appropriations within the current Common Pleas General Fund budget to cover the contract; and,

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State of Ohio, that:

SECTION 1

The award by the Board of Control of a professional service contract for case management services for the Re-Entry Court as Best Practical Source, for the period 1/1/09 to 12/31/09, with Oriana House, Inc., in an amount not to exceed \$142,653.00, is hereby confirmed, and the County Executive is authorized to execute such a contract.

SECTION 2

Appropriations are hereby adjusted as follows:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DECREASE</u>	<u>INCREASE</u>
10003-2125-27105	Attorney Fees	\$142,653.00	
10003-2125-45501	Contract Services		\$142,653.00
Total Common Pleas Appropriations Adjustments		\$142,653.00	\$142,653.00

SECTION 3

This Resolution is hereby declared an emergency in the interest of the health, safety, and welfare of the citizens of the County of Summit and for the further reason of immediately providing such services.

SECTION 4

Provided this Resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

SECTION 5

It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCED May 11, 2009

ADOPTED June 1, 2009


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

APPROVED June 1, 2009


EXECUTIVE

ENACTED EFFECTIVE June 1, 2009

Voice Vote: 9-0 YES: Comunale, Crawford, Crossland, Feeman, Kostandaras
Poda, Prentice, Schmidt, Shapiro, ABSENT: Rodgers & Smith

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PROFESSIONAL SERVICES AGREEMENT

BETWEEN

ORIANA HOUSE INCORPORATED

AND

COUNTY OF SUMMIT

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Professional Services Agreement

This Professional Services Agreement ("Agreement") is entered into this ____ day of April, 2009, between County of Summit ("County"), an Ohio political subdivision, with its principal place of business located at 175 South Main Street, Eighth Floor, Akron, Ohio 44308, and Oriana House, Inc. ("Company"), with its principal place of business located at 885 East Buchtel, Akron, Ohio 44305.

INTRODUCTION

- A. The County desires to engage Company to provide case management services for the Summit County Reentry Court program, and Company agrees to provide the professional services, as laid out in Exhibit A.
- B. The Board of Control under Directive _____ has approved the procurement of these services from Company by County.
- C. The Summit County Council under Resolution No. _____ has approved the procurement of these services from Company by County.

In consideration of the mutual covenants contained in this Agreement, County and Company agree as follows:

AGREEMENT

SECTION 1: SERVICES

1.1 Engagement. County engages and authorizes Company to, and Company will provide County the case management services for more fully described in Exhibit A, Scope of Services (collectively the "Services"). Exhibit A is deemed to be part of this Agreement as if fully rewritten in it.

1.2 Term. The term of this Agreement will commence upon execution of this Agreement and continue until Company has provided the services described in Exhibit A, unless County terminates this Agreement earlier under Section 8 below. There will be no modification of this term without the express, written consent of County.

1.3 Monitoring and Evaluation. Both County and Company must monitor the manner in which the terms of the Agreement are being carried out. Measurable objectives have been designed on Exhibit A together with timelines to evaluate the extent to which the objectives are being achieved.

1.4 No Further Subcontracting. This Agreement is a contract for services to be performed personally by one or more employees of Company. Company may not subcontract or delegate performance of Services outside of the scope of Exhibit A to any other persons without the express written consent of County.

1.5 Independent Contractor. Company will perform Services under this Agreement as an independent contractor, and not as an employee of County. Company will be responsible for the

payment of all federal, state, and local taxes arising out of Company's performance of the Services.

1.6 Approval of Employees. County may approve individual employees of Company to work on any project assigned under this Agreement and may approve or reject the work of any such employee. If County rejects any employee of Company during the term, Company must promptly remove the employee from the project and, if requested by County, offer a replacement employee if available.

SECTION 2: COMPENSATION

2.1 Compensation. Unless otherwise agreed to in writing by both parties, County agrees to pay Company compensation for all Services satisfactorily performed under this Agreement and approved by County equal to an amount not to exceed \$142,653.00 dollars.

2.2 Invoicing. Case management services must meet the satisfaction of the County Executive. Company must invoice County based on the satisfactory completion of Services rendered. The Company will be compensated monthly of the total cost (\$142,653.00).

2.3 Payment. County agrees to pay proper, documented invoices within 45 days of receipt.

2.4 Sole Consideration. Company acknowledges and agrees that it is not entitled to any compensation, commissions, bonuses, benefits, reimbursement, leave, severance or termination pay, cancellation fees, or other consideration under this Agreement or for services rendered, except as expressly provided in this Section 2.

SECTION 3: COMPANY WARRANTIES

3.1 Independent, Licensed Business. Company represents and warrants that it:

- 3.1.1. is a separate, independent, licensed business entity;
- 3.1.2. is duly licensed and authorized to perform Services under this Agreement; and,
- 3.1.3. makes its professional services generally available to a wide variety of other companies on a regular basis.

3.2 Standards. Company represents and warrants that it will perform Services in accordance with the highest ethical and professional standards and any general standards of its industry and all on-site rules, security procedures, and other standards specified by County.

3.3 Qualified Employees. Company represents and warrants that all employees of Company are properly trained, licensed, sufficiently experienced and otherwise qualified and capable of performing the Services assigned them.

3.4 Originality. Company represents and warrants that all materials prepared or provided by Company under this Agreement will be original and created by Company.

3.5 Clear Title. Company represents and warrants it has the legal power to convey, and will convey to County, clear title and all other rights in all materials prepared or provided by Company under this Agreement, free of any liens, encumbrances, licenses, royalties, or other third party rights.

3.6 Third Party Rights. Company represents and warrants that no materials prepared or provided, and no Services rendered, by Company under this Agreement will violate or infringe on any patent, copyright, trademark, trade secret, contract, privacy, publicity, or other right of any third party, nor contain defamatory matter or injurious instruction.

3.7 Lawful Use. Company represents and warrants that all materials prepared or provided by Company under this Agreement will be suitable for the use proposed by County as expressed in this Agreement or statement of work without violating any statute, ordinance, or governmental regulation.

3.8 Privacy. Company represents and warrants that it will not divulge the details or findings of this study to anyone or any organization other than the County without the express written consent of the County.

SECTION 4: CONFIDENTIAL INFORMATION

4.1 Confidential Information. The term "Confidential Information" means information of any kind not generally known to competitors or the public which becomes known to Company (whether or not developed by Company) at any time as a consequence of or through Company's performance under this Agreement or relationship with County by County. Confidential Information includes but is not limited to computer program codes, software and database technologies, computer architectures, technical methods, financial information, customer information, cost and pricing information, and business and marketing plans. Confidential Information includes Confidential Information belonging to County.

4.2 Ownership. Company acknowledges and agrees that any Confidential Information disclosed to Company or developed by Company in the course of performing Services under this Agreement does not belong to Company, but is and will remain the property of County.

4.3 Preservation of Secrecy. Company must take all reasonable measures to preserve the secrecy of all Confidential Information at all times, including at a minimum the measures Company takes to protect its own trade secrets.

4.4 Limits on Use, Disclosure, and Copying. Company must not at any time, during or after the commencement of this Agreement by County, make use of, disclose to a third party, or make copies of any Confidential Information, except as necessary to perform Services or as authorized in writing by the party owning the Confidential Information.

4.5 Return of Materials. Upon termination of any project, and at any other time upon request, Company must immediately return to County all documents and other materials which contain, embody, summarize, discuss, reveal, or are derived from any Confidential Information.

SECTION 5: NO CONFLICT OF INTEREST

5.1 No Conflict of Interest. Company represents and warrants that no elected official, officer, employee, or agent of Summit County who has any responsibility in connection with this Agreement has any personal financial interest, direct or indirect, in this Agreement. Company represents and warrants that it is not a party to any contract or subject to any other obligation which precludes Company from performing Services for County.

5.2 Third Party Proprietary Materials. Unless otherwise authorized, Company must not disclose to County, nor use in connection with Company's providing of the Services by County, any confidential or proprietary information, technology, works, inventions, or other materials belonging to any third party.

5.3 Property. Promptly upon termination of Company's retention with County, Company must return to County all of County's property including, but not limited to all computer disks, files, records, sketches, renderings, drawings, blueprints, notes, correspondence, reports, and other tangible media containing information prepared by Company or received by Company in connection with or by virtue of its retention by County, and all copies, reproductions or summaries.

SECTION 6: REPORTS AND RECORDS

6.1 Maintenance of Records and Reports. Company must maintain and provide to County upon demand the following records and reports:

- 6.1.1 Accounting and fiscal records adequate to enable County or the State of Ohio or any duly-appointed law enforcement agency to audit and otherwise verify that funds provided under this Agreement are used for the purpose stated in this Agreement.
- 6.1.2 Other records and reports as required by Summit County to enable County to comply with local, state and federal statutes and regulations.

6.2 Retention of Records. Company must maintain all records related to this Agreement for three years after County makes final payment under this Agreement and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, Company must retain the records until completion of the action and all issues that arise from it or until the end of the three-year period, whichever is later.

SECTION 7: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

7.1 Non-Discrimination. Neither Company, its employees, agents, or representatives may discriminate in any manner in the performance of duties and responsibilities under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of

1983 and subsequent amendments. Company, its employees, agents, representatives, or subcontractors must comply with all appropriate federal and state laws regarding discrimination.

7.2 Equal Opportunity Employer. Company expressly represents that it is an Equal Employment Opportunity employer as defined in and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

SECTION 8: TERMINATION

8.1 Termination. The County may terminate this Agreement immediately upon written notice to Company. Upon termination of this Agreement, Company must immediately cease all activities relating to the Agreement and immediately deliver to County all work in progress, all property of County, and all information and other materials received or developed under this Agreement. At the County's request, Company must also assist County in efficiently transitioning the project to the new contractor who will continue with the project. County must pay Company for all Services satisfactorily rendered prior to and up to the date of notice of termination..

SECTION 9: GENERAL

9.1 Indemnification. Company agrees to defend and indemnify County and its elected officials, agents, and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including but not limited to reasonable fees of attorneys and experts, arising from or related to any of the following by Company or its officers, employees, contractors, or agents: (1) negligence, willful, or malicious act or omission; (2) willful violation or infringement of any patent, trademark, copyright, trade secret, contract, or other right of any third party; (3) unauthorized use or disclosure of Confidential Information; or (4) any breach of this Agreement.

9.2 Insurance. Company shall carry complete and adequate worker's compensation insurance for any employee who performs services under this Agreement. Company shall procure and keep in force and effect during the term of this Agreement; Commercial Comprehensive General Liability Insurance with liability limits in an amount of not less than One Million Dollars (\$1,000,000.00); Professional Liability Coverage in the minimum of One Million Dollars (\$1,000,000.00) (including contractual liability coverage) covering personal injury, bodily injury and property damage, said coverage to be maintained for a period of three (3) years after the date of final payment hereunder; and Comprehensive Automobile Liability Insurance, including owned, hired, and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.

9.3 Employee Compliance. Company must ensure that all employees of Company are informed of and agree in writing to abide by all applicable terms of this Agreement applicable to them prior to performing any Services.

9.4 No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.

9.5 Injunctive Relief. Company acknowledges that a material breach of this Agreement would cause immediate and irreparable damage to County which could not be compensated adequately by monetary damages. Accordingly, Company consents to the entry of appropriate injunctive relief, in addition to any damages that may be awarded, to prevent, stop, or cure any actual or threatened breach of this Agreement.

9.6 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas.

9.7 Forum. The parties agree that the forum for any claim action arbitration, mediation, or litigation arising from this Agreement will be Summit County, Ohio. The parties agree that jurisdiction and venue for any matter involving any parties to this Agreement is proper in the Akron Municipal Court and/or the Summit County Court of Common Pleas.

9.8 Publicity. Company will not use the name of County for any commercial purpose without prior written consent of County.

9.9 Assignment. Neither party may assign rights or delegate any obligations created by this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld. Any assignment in violation of this Agreement is void. This Agreement must be binding upon the heirs, successors, legal representatives and permitted assigns of the parties.

9.10 Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

9.11 Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.

9.12 Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

9.13 Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

9.14 Notices. Every notice and demand required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery

requiring a signed receipt, to the other party's address first set forth above. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.

9.15 Enforcement Costs. Company must reimburse County all attorney's fees and other costs that the County reasonably incurred in any successful action to stop, cure, prevent, or obtain recovery for any actual or threatened breach of this Agreement.

9.16 Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim must not constitute a waiver of any other right or claim. This Agreement may be extended to achieve additional goals of the County with the written consent of both parties.

Entire Agreement. This Agreement, including Exhibit A and the Company's Proposal states the complete, final, and exclusive agreement of the parties concerning the subject hereof and supersede all prior oral or written agreements, representations, promises, negotiations, and other communications between the parties.

Intending to be legally bound, the parties have signed this Professional Services Agreement as of the effective date written above.

WITNESSED BY:

COMPANY
ORIANA HOUSE, INC.

Witness: _____

By: James Lawrence
Title: President

Date: _____

Date: _____

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WITNESSED BY:

COUNTY OF SUMMIT

Witness:

By: Russell M. Pry
SUMMIT COUNTY EXECUTIVE

Date: _____

Date: _____

APPROVED AS TO FORM:

By:
Richard Dobbins
DEPARTMENT OF LAW
SUMMIT COUNTY EXECUTIVE,
Russell M. Pry

EXHIBIT A
SCOPE OF SERVICES:

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Business Services Agreement between Summit County, Ohio and Oriana House Inc.

From January 01, 2009, through December 31, 2009, and with a renewal options by both parties for the period January 01, 2010 through December 31, 2010, Oriana House, Inc. will provide case management services to the Summit County Court of Common Pleas for Re-Entry Court. Oriana House, Inc. will work in conjunction with representatives from the Summit County Court of Common Pleas and County of Summit representatives in order to develop and implement the Re-Entry Court. The case management services will consist of, but not limited to the following tasks listed below:

1. Review and/or administer a quantitative assessment of clients' risk and criminogenic needs, including: criminal history, education/employment, financial, family/marital, accommodation, companions, alcohol/drug, emotional/personal, and attitude/orientation.
2. Identifies clients' barriers to successful program completion. Responds to barriers such as: age, education level, medical, mental health, transportation, etc.
3. Completes individual program plan (IPP) using the following criteria/standards:
 - Utilizes assessment results to develop an effective IPP.
 - Negotiates and executes a clear, mutual, flexible and realistic IPP based on risk, criminogenic needs, and referral source requirements. Addresses issues including, but not limited to: education/employment, financial, family/marital, accommodation, companions, alcohol/drug, emotional/personal, attitude/orientation, and program attendance. Completes IPP within established time frames.
 - Negotiates goals and objectives with assigned clients.
 - Refers clients to appropriate community resources and or Agency program(s) based on the IPP. Oriana House, Inc. will self-refer as a last resort.
 - Monitors IPP compliance and evaluates overall progress as well as goal achievement with the client on a regular basis as required by program requirements.
 - Renegotiates IPP and weekly/monthly goals with clients and documents any changes. Ensures revised IPP is signed and dated by client and staff.
4. Prepares and maintains a confidential, organized, accurate, and updated case file for each assigned client.
5. Monitors clients' compliance with program rules.
6. Selects, implements, and utilizes progressive intervention and enforcement strategies that best fit the characteristics of the client and program in accordance with program requirements and program objectives.
7. Meets with clients regularly and in accordance with program procedures. Accurately documents pertinent information from the meetings with clients and court.
8. Uses the Agency's Client Management Information System (CMIS):

- Records all logs, initial meetings, weekly meetings, general logs, and discharge logs in CMIS in a timely manner.
 - Documents behaviors, activities, concerns, and meetings.
 - Updates information in demographic/profile section.
 - Enters required test scores.
 - Coordinates and monitors clients' scheduled activities.
 - Completes monthly client progress reports in accordance with program guidelines and forwards them to the appropriate referral source.
 - Completes admission forms on clients testing positive for alcohol and/or drugs. Logs positive UDS results. Logs denials.
 - Enters reward/disciplinary information via action logs/reports.
 - Enters accurate financial information.
 - Documents communication with referral sources.
 - Completes discharge checklist.
9. Works with the Re-Entry Court team, which will consist of Judge, Court Liaison and other required court staff to coordinate services and program requirements as determined by the Judge. Assures compliance with the program requirements and notifies the Re-Entry Court team as to all compliance and non-compliance issues.
10. Prepares final report per program guidelines and submit to Judge and Court Liaison.
11. Represents the program and Agency at court and designated community proceedings; and appears for all court hearings as required.
12. Ensures clients' rights are upheld. Maintains client and staff confidentiality according to Agency policies and procedures; state law; and federal regulations to include Confidentiality on Alcohol and Drug Abuse Patients Records, 42 C.F.R. Part 2 and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. Parts 160 and 164.

Regular work schedule of 40 hours per week for designated full-time Caseworkers. This schedule may include evenings and weekends as directed by program management staff. Compensation will occur on a monthly basis based on the completion of tasks and continuous project progress. Oriana House, Inc. will provide services from 1/1/09 through 12/31/09, in the amount of amount of \$142,653, with one option to renew for an additional one-year term, from 1/1/10 through 12/31/10, in the amount of \$184,896.00, for the Court of Common Pleas.

Bernard A. Rochford, EVP
Oriana House Inc.

Russell M. Pry
County Executive

Date

Date