



AGENDA
CUYAHOGA COUNTY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 10, 2023
CUYAHOGA COUNTY ADMINISTRATIVE HEADQUARTERS
C. ELLEN CONNALLY COUNCIL CHAMBERS – 4TH FLOOR
5:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SILENT MEDITATION**
- 5. PUBLIC COMMENT**
- 6. APPROVAL OF MINUTES**
 - a) December 16, 2022 Special Meeting [See Page 10]
 - b) January 3, 2023 Organizational Meeting [See Page 15]
- 7. ANNOUNCEMENTS FROM THE COUNCIL PRESIDENT**
- 8. MESSAGES FROM THE COUNTY EXECUTIVE**
- 9. LEGISLATION INTRODUCED BY COUNCIL**
 - a) **CONSIDERATION OF RESOLUTIONS OF COUNCIL FOR FIRST READING AND REFERRAL TO COMMITTEE**
 - 1) R2023-0002: A Resolution awarding a total sum, not to exceed \$360,000.00, from the Cuyahoga County Community Development Fund to the Cleveland Cultural Gardens Federation for the maintenance and upgrades for the

Cleveland Cultural Gardens located in the City of Cleveland; and declaring the necessity that this Resolution become immediately effective. [See Page 18]

Sponsor: Councilmember Conwell

- 2) R2023-0003: A Resolution awarding a total sum, not to exceed \$300,000, to the Association of African American Cultural Gardens for the African American Cultural Garden Monument Project from the District 8 ARPA Community Grant Fund; and declaring the necessity that this Resolution become immediately effective. [See Page 24]

Sponsor: Council President Jones

- 3) R2023-0004: A Resolution adopting various changes to the Cuyahoga County Non-Bargaining Classification Plan; and declaring the necessity that this Resolution become immediately effective. [See Page 36]

Sponsor: Council President Jones on behalf of Cuyahoga County Personnel Review Commission

b) CONSIDERATION OF A RESOLUTION OF COUNCIL FOR THIRD READING ADOPTION

- 1) R2022-0416: A Resolution awarding a total sum, not to exceed \$250,000, to the Village of Mayfield for the Civic Center ADA and Energy Efficiency Upgrades Project from the District 6 ARPA Community Grant Funds; and declaring the necessity that this Resolution become immediately effective. [See Page 54]

Sponsors: Councilmembers Schron, Simon and Turner

Committee Assignment and Chair: Community Development – Stephens

10. LEGISLATION INTRODUCED BY EXECUTIVE

c) CONSIDERATION OF RESOLUTIONS FOR FIRST READING AND REFERRAL TO COMMITTEE

- 1) R2023-0005: A Resolution authorizing a revenue generating Agreement with the City of Cleveland Heights in the amount not-to-exceed \$600,000.00 for maintenance and repair of

storm and sanitary sewers located in County Sewer District No. 17 for the period of 1/1/2023 – 12/31/2023; authorizing the County Executive to execute Agreement No. 2925 and all other documents consistent with this Resolution and declaring the necessity that this Resolution become immediately [See Page 62] effective.

Sponsor: County Executive Ronayne/Department of Public Works

- 2) R2023-0006: A Resolution making an award on RQ10886 to Terik Roofing, Inc. in the amount not-to-exceed \$1,143,276.00 for the Cuyahoga County Airport Roof Replacement Project; authorizing the County Executive to execute Contract No. 2997 and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. [See Page 67]

Sponsor: County Executive Ronayne/Department of Public Works

- 3) R2023-0007: A Resolution making an award on RQ8737 to Lutheran Metropolitan Ministry in the amount not-to-exceed \$735,278.00 for alternative housing and related support services for COVID Recovery for the period 7/1/2022 – 6/30/2023; authorizing the County Executive to execute Contract No. 2729 and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. [See Page 85]

Sponsor: County Executive Ronayne/Department of Development

- 4) R2023-0008: A Resolution authorizing an amendment to Contract No. 652 with Youth Opportunities Unlimited for operation of the Youth Resource Center for the Comprehensive Case Management and Employment Program-Employment, Education and Training services for Young Adults in connection with the Workforce Innovation and Opportunity Act for the period 7/1/2019 – 6/30/2022 to extend the time period to 6/30/2023 and for additional funds in the amount not-to-exceed \$850,000.00; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. [See Page 108]

Sponsor: County Executive Ronayne/Department of Workforce Development, in partnership with City of Cleveland/Cuyahoga County Workforce Development Board and Department of Health and Human Services/Cuyahoga County Job and Family Services

- 5) R2023-0009: A Resolution authorizing an amendment to Contract No. 3027 (fka Contract No. 1179) with Service Express, Inc. for enterprise hardware maintenance and support services at various County locations for the period 1/1/2020 – 12/31/2025 for additional funds in the amount not-to-exceed \$924,426.74; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. [See Page 117]

Sponsor: County Executive Ronayne/Department of Information Technology

- 6) R2023-0010: A Resolution authorizing a contract with Environmental Systems Research Institute, Inc. in the amount not-to-exceed \$1,000,000.00 for subscription and technical support services for the GeoSpatial Data Infrastructure Program, effective upon contact signature of all parties, for a period of (3) years; authorizing the County Executive to execute Contract No. 2933 and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. [See Page 124]

Sponsor: County Executive Ronayne/Department of Information Technology

- 7) R2023-0011: A Resolution authorizing an amendment to Contract No. 2973 (fka Contract No. 756) with Applewood Centers, Inc. for secure residential treatment services for the period 1/1/2018 – 6/30/2022 to extend the time period to 6/30/2024, to modify the terms effective 7/1/2022, and for additional funds in the amount not-to-exceed \$1,114,826.80; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. [See Page 134]

Sponsor: County Executive Ronayne on behalf of Cuyahoga County Court of Common Pleas/Juvenile Court Division

- 8) R2023-0012: A Resolution authorizing an amendment to Contract No. 2525 (fka Contract No. 1791) with Applewood Centers, Inc. for emergency respite and crisis bed services for youth referred by the Coordinated Approach to Misdemeanors (CALM) Program for the period 7/1/2021 – 6/30/2022 to extend the time period to 6/30/2023, to modify the terms, effective 7/1/2022, and for additional funds in the amount not-to-exceed \$926,647.31; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. [See Page 143]

Sponsor: County Executive Ronayne on behalf of Cuyahoga County Court of Common Pleas/Juvenile Court Division

- 9) R2023-0013: A Resolution authorizing a contract with United Way of Greater Cleveland in the amount not-to-exceed \$1,220,450.00 for fiscal agent services and emergency food purchase assistance by hunger centers serving eligible Cuyahoga County residents for the period 1/1/2023 – 12/31/2023; authorizing the County Executive to execute Contract No. 3001 and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective. [See Page 152]

Sponsor: County Executive Ronayne/Department of Health and Human Services/Cuyahoga Job and Family Services

- 10) R2023-0014: A Resolution authorizing to adopt the Child Abuse and Neglect Memorandum of Understanding with Cuyahoga County Law Enforcement Agencies and Entities; authorizing the County Executive to execute the Memorandum of Understanding and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. [See Page 162]

Sponsor: County Executive Ronayne/Department of Health and Human Services/Division of Children and Family Services

- 11) R2023-0015: A Resolution authorizing an amendment to Contract No. 585 with The Salvation Army for supportive services for homeless men in the Pickup Assessment Sheltering Service (PASS) Transitional Housing Program for the period 1/1/2021 – 9/30/2022 to extend the time period to 9/30/2023 and for additional funds in the amount not-to-

exceed \$794,821.00; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective. [See Page 334]

Sponsor: County Executive Ronayne/Department of Health and Human Services/Division of Community Initiatives/Office of Homeless Services

- 12) R2023-0016: A Resolution authorizing an amendment to a Master Contract with various providers for permanent supportive housing services to chronically homeless single adults and high-barrier homeless persons for the period 7/1/2021 – 6/30/2022 to extend the time period to 6/30/2023 and for additional funds in the total amount not-to-exceed \$2,000,000.00; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective: [See Page 343]
- a) Contract No. 1602 with Emerald Development and Economic Network, Inc. in the amount not-to-exceed \$917,663.00.
 - b) Contract No. 1604 with Famicos Foundation in the amount not-to-exceed \$150,097.00.
 - c) Contract No. 1605 with Front Steps Housing & Services, Inc. in the amount not-to-exceed \$334,538.00.
 - d) Contract No. 1617 with Mental Health Services for Homeless Persons, Inc. dba FrontLine Services in the amount not-to-exceed \$160,005.00.
 - e) Contract No. 1606 with Humility of Mary Housing, Inc. in the amount not-to-exceed \$110,796.00.
 - f) Contract No. 1613 with YWCA of Greater Cleveland – Cogswell Hall in the amount not-to-exceed \$185,325.00.
 - g) Contract No. 1614 with YWCA of Greater Cleveland – Independence Place in the amount not-to-exceed \$141,576.00.

Sponsor: County Executive Ronayne/Department of Health and Human Services/Division of Community Initiatives/Office of Homeless Services

- 13) R2023-0017: A Resolution authorizing a master contract with various providers in the total amount not-to-exceed \$994,088.00 for Rapid Re-housing services for Homeless Families and Shelters in connection with the FY2021 Continuum of Care Homeless Assistance Grant Program for the period 6/1/2022 – 5/31/2023; authorizing the County Executive to execute the master contract and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective: [See Page 381]
- a) Contract No. 2806 with Family Promise of Greater Cleveland in the amount not-to-exceed \$155,643.00;
 - b) Contract No. 2903 with Journey Center for Safety and Healing in the amount not-to-exceed \$303,130.00;
 - c) Contract No. 2811 with The Salvation Army in the amount not-to-exceed \$374,731.00;
 - d) Contract No. 2812 with West Side Catholic Center in the amount not-to-exceed \$160,584.00;

Sponsor: County Executive Ronayne/Department of Health and Human Services/Division of Community Initiatives/Office of Homeless Services

- 14) R2023-0018: A Resolution authorizing an amendment to a Master Contract with various providers for short-term emergency childcare for children in the County's custody for the period 9/1/2022 – 7/31/2024, to change the scope of services and terms, effective upon signature of all parties; no additional funds required; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective: [See Page 400]
- a) Contract No. 2714 with Specialized Alternatives for Families and Youth Services of Ohio, Inc. - no change.

- b) Contract No. 2716 with The Centers for Families and Children to change the scope of services and terms; no additional funds required.
- c) Contract No. 2717 with Providence House, Inc. - no change.
- d) Contract No. 2718 with Ohio Mentor. - no change.

Sponsor: County Executive Ronayne/Department of Health and Human Services/Division of Children and Family Services

d) CONSIDERATION OF AN ORDINANCE FOR FIRST READING AND REFERRAL TO COMMITTEE

- 1) O2023-0001: An **Uncodified Ordinance** providing for paid emergency administrative leave for County employees; and allowing the County Executive or his designee to temporarily expand the use of existing paid sick leave and unpaid personal leave of absence; and declaring the necessity that this Uncodified Ordinance become immediately effective. [See Page 414]

Sponsors: County Executive Ronayne/Department of Human Resources and Council President Jones

11. MISCELLANEOUS COMMITTEE REPORTS

12. MISCELLANEOUS BUSINESS

13. ADJOURNMENT

NEXT MEETING

REGULAR MEETING:

TUESDAY, JANUARY 24, 2023
5:00 PM / COUNCIL CHAMBERS

**Complimentary parking for the public is available in the attached garage at 900 Prospect. A skywalk extends from the garage to provide additional entry to the Council Chambers from the 5th floor parking level of the garage. Please see the Clerk to obtain a complimentary parking pass.*

***Council Chambers is equipped with a hearing assistance system. If needed, please see the Clerk to obtain a receiver.*



MINUTES

**CUYAHOGA COUNTY COUNCIL SPECIAL MEETING
FRIDAY, DECEMBER 16, 2022
CUYAHOGA COUNTY ADMINISTRATIVE HEADQUARTERS
C. ELLEN CONNALLY COUNCIL CHAMBERS – 4TH FLOOR
10:30 AM**

1. CALL TO ORDER

Council President Jones called the meeting to order at 10:39 a.m.

2. ROLL CALL

Council President Jones asked Clerk Richardson to call the roll. Councilmembers Conwell, Simon, Baker, Miller, Sweeney, Tuma, Gallagher, Schron and Jones were in attendance and a quorum was determined. Councilmember Stephens was absent from the meeting.

[Clerk's note: Councilmember Turner joined the meeting after the roll-call was taken.]

A motion was made by Ms. Simon, seconded by Ms. Conwell and approved by unanimous vote to excuse Ms. Stephens from the meeting.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. SILENT MEDITATION

There was no moment of silent meditation.

5. PUBLIC COMMENT

Maurice Rhoades addressed Council regarding various non-agenda items

Loh addressed Council regarding various agenda and non-agenda items

6. APPROVAL OF MINUTES

- a) December 6, 2022 Committee of the Whole Meeting
- b) December 6, 2022 Regular Meeting

A motion was made by Ms. Conwell, seconded by Ms. Simon and approved by unanimous vote to approve the minutes from the December 6, 2022, Committee of the Whole and Regular meetings.

7. ANNOUNCEMENTS FROM THE COUNCIL PRESIDENT

Council President Jones announced that Councilmembers will make farewell remarks to County Executive Budish during the miscellaneous portion of the meeting.

8. MESSAGES FROM THE COUNTY EXECUTIVE

County Executive Budish stated that he will hold his comments until the miscellaneous portion of the meeting.

9. LEGISLATION INTRODUCED BY EXECUTIVE

- a) CONSIDERATION OF A RESOLUTION FOR FIRST READING ADOPTION UNDER SUSPENSION OF RULES

A motion was made by Mr. Gallagher, seconded by Ms. Conwell and approved by unanimous vote to suspend Rules 9D and 12A and to place on final passage Resolution No. R2022-0450.

- 1) R2022-0450: A Resolution amending the 2022/2023 Biennial Operating Budget for 2022 by providing for additional fiscal appropriations from the General Fund and other funding sources, for appropriation transfers between budget accounts and for cash transfers between budgetary funds, to meet the budgetary needs of various County departments, offices and agencies, amending Resolution No. R2022-0400 dated 11/9/2022, and authorizing the reduction of excess budget appropriations for Fiscal Year 2022; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive Budish/Fiscal Officer/Office of Budget and Management

On a motion by Mr. Miller with a second by Mr. Sweeney, Resolution No. R2022-0450 was considered and adopted by unanimous vote.

b) CONSIDERATION OF RESOLUTIONS FOR THIRD READING ADOPTION

- 1) R2022-0414: A Resolution authorizing an amendment to Contract No. 2259 with Educational Service Center of Northeast Ohio for fiscal agent services for the Families and Schools Together Program, FASTWORK activities and parent services for the period 1/1/2019 – 12/31/2023, to change the scope of services, effective 10/1/2022, and for additional funds in the amount not-to-exceed \$654,000.00; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsor: County Executive Budish/Department of Health and Human Services/Division of Community Initiatives/Family and Children First Council

Committee Assignment and Chair: Education, Environment & Sustainability – Simon

On a motion by Ms. Simon with a second by Mr. Schron, Resolution No. R2022-0414 was considered and adopted by unanimous vote.

- 2) R2022-0426: A Resolution making an award on RQ9647 to KS Associates, Inc. in the amount not-to-exceed \$700,000.00 for preliminary Engineering design services for various FEMA Lakefront sites, effective upon contract signature of all parties through 12/31/2025; authorizing the County Executive to execute Contract No. 2861 and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsors: County Executive Budish/Department of Public Works and Councilmembers Turner **and Conwell**

Committee Assignment and Chair: Public Works, Procurement & Contracting – Tuma

On a motion by Mr. Tuma with a second by Ms. Conwell, Resolution No. R2022-0426 was considered and adopted by unanimous vote.

- 3) R2022-0427: A Resolution making an award on RQ10237 to GHD Services, Inc. in the amount not-to-exceed \$1,400,000.00 for professional engineering design services for the Gold Coast Lakefront- Multimodal Facility project in the City of Lakewood, effective upon contract signature of all parties through 12/31/2024; authorizing the County Executive to execute Contract No. 2886 and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsors: County Executive Budish/Department of Public Works and Councilmembers Miller and Turner

Committee Assignment and Chair: Public Works, Procurement & Contracting – Tuma

On a motion by Mr. Miller with a second by Mr. Tuma, Resolution No. R2022-0427 was considered and adopted by unanimous vote.

- 4) R2022-0434: A Resolution authorizing a grant award with College Now Greater Cleveland, Inc., in the amount not-to-exceed \$1,000,000.00 for the disbursement and monitoring of funds as fiscal agent for Say Yes Cleveland, commencing upon agreement signature of all parties through 7/23/2023; authorizing the County Executive to execute Agreement No. 2908 and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.

Sponsors: County Executive Budish/Department of Health and Human Services **and Councilmembers Sweeney, Conwell and Miller**

Committee Assignment and Chair: Education, Environment & Sustainability – Simon

On a motion by Ms. Simon with a second by Ms. Conwell, Resolution No. R2022-0434 was considered and adopted by unanimous vote.

10. MISCELLANEOUS BUSINESS

County Executive Budish reflected on some of the significant achievements during his tenure, in partnership with County Council and thanked Council President Jones and prior Council President Dan Brady and all Councilmembers for their contributions leading to these successful accomplishments.

Councilmembers Baker, Miller, Sweeney, Tuma, Gallagher, Schron, Conwell, Turner, Simon, and Jones offered remarks to County Executive Armond Budish and thanked him for his leadership, dedication and integrity to administer all the various programs and initiatives to the residents in Cuyahoga County and wished him success in his future endeavors.

Councilmember Sweeney, on behalf of County Council, presented a proclamation to Mr. Budish to recognize him for his exceptional career and his service to the residents of Cuyahoga County and wished him well in his retirement.

Council President Jones presented an award to Mr. Budish recognizing him for his contributions and service to Cuyahoga County.

11. ADJOURNMENT

With no further business to discuss, Council President Jones adjourned the meeting at 11:39 a.m., without objection.



MINUTES

**CUYAHOGA COUNTY COUNCIL ORGANIZATIONAL MEETING
TUESDAY, JANUARY 3, 2023
CUYAHOGA COUNTY ADMINISTRATIVE HEADQUARTERS
C. ELLEN CONNALLY COUNCIL CHAMBERS – 4TH FLOOR
11:15 AM**

1. CALL TO ORDER BY CLERK OF COUNCIL

In accordance with Council Rule 2B, Clerk Richardson called the meeting to order at 11:40 a.m.

2. ROLL CALL

Ms. Richardson called the roll. Councilmembers Kelly, Miller, Sweeney, Tuma, Gallagher, Schron, Conwell, Jones, Turner, Stephens and Simon were in attendance and a quorum was determined.

3. ELECTION OF COUNCIL OFFICERS

a) President of Council

Ms. Richardson described the process to be used for the election of Council officers, as prescribed by Council Rule 2C, and then opened the floor for nominations for President of Council. A motion was made by Ms. Simon and seconded by Ms. Stephens to nominate Mr. Jones. Hearing no further nominations, Ms. Richardson then called the roll. Councilmembers Kelly, Miller, Sweeney, Tuma, Gallagher, Schron, Conwell, Jones, Turner, Stephens and Simon voted for Mr. Jones.

By unanimous roll-call vote, Councilmember Pernel Jones, Jr. was elected as President of Council.

Pursuant to Rule 2B of the Cuyahoga County Rules of Council Ms. Richardson then turned the meeting over to Council President Jones, who presided over the remainder of the meeting.

b) Vice-President of Council

Council President Jones opened the floor for nominations for Vice-President of Council. A motion was made by Mr. Tuma and seconded by Mr. Miller to nominate Ms. Stephens. Hearing no further nominations, Council President Jones asked Clerk Richardson to call the roll. Councilmembers Kelly, Miller, Sweeney, Tuma, Gallagher, Schron, Conwell, Jones, Turner, Stephens and Simon voted for Ms. Stephens.

By unanimous roll-call vote, Councilmember Cheryl Stephens was elected as Vice-President of Council.

4. ANNOUNCEMENTS FROM THE COUNCIL PRESIDENT

Council President Jones thanked previous Council Presidents C. Ellen Connally and Dan Brady for their leadership on Council. He also thanked his Council colleagues for supporting his re-election as Council President and for serving the constituents of Cuyahoga County well. Council Vice-President Stephens also thanked Councilmembers for supporting her re-election as Council Vice-President.

5. CONSIDERATION OF A RESOLUTION OF COUNCIL FOR FIRST READING ADOPTION UNDER SUSPENSION OF RULES

A motion was made by Mr. Gallagher, seconded by Ms. Simon and approved by unanimous vote to suspend Rules 9D and 12A and to place on final passage Resolution No. R2023-0001.

a) R2023-0001: A Resolution establishing the 2023 and 2024 schedules of County Council meetings; and declaring the necessity that this Resolution become immediately effective.

Sponsors: Councilmembers Kelly, Miller, Sweeney, Tuma, Gallagher, Schron, Conwell, Jones, Turner, Stephens, and Simon/Clerk of Council

On a motion by Ms. Conwell with a second by Mr. Miller, Resolution No. R2023-0001 was considered and adopted by unanimous vote.

6. MISCELLANEOUS BUSINESS

Council President Jones acknowledged and congratulated County Executive Ronayne.

County Executive Ronayne thanked Councilmembers for their leadership and support during the transition, as well as members of his cabinet and wished previous County Executive Budish well.

7. PUBLIC COMMENT

Loh addressed Council regarding homelessness.

8. ADJOURNMENT

With no further business to discuss, Council President Jones adjourned the meeting at 11:58 a.m., without objection.

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0002

Sponsored by: Councilmember Conwell	A Resolution awarding a total sum, not to exceed \$360,000.00, from the Cuyahoga County Community Development Fund to the Cleveland Cultural Gardens Federation for the maintenance and upgrades for the Cleveland Cultural Gardens located in the City of Cleveland; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the Cuyahoga County Community Development Fund is funded by the gross casino revenues distributed to Cuyahoga County; and

WHEREAS, the Cleveland Cultural Gardens consist of 35 built or dedicated existing members, with ten more in development, including a Native American Garden and gardens for Peru, Mexico, Colombia, Uzbekistan, Vietnam, Scotland, France, Korea, and Pakistan; and

WHEREAS, the Cleveland Cultural Gardens Foundation has indicated that the cost of building a new garden varies greatly but generally exceeds \$100,000 per garden, and structural maintenance of existing gardens can cost thousands of dollars; and

WHEREAS, the Cleveland Cultural Gardens Federation anticipates working with the City of Cleveland to provide public bathrooms for the Cultural Gardens in a joint private-public partnership; and

WHEREAS, the Cuyahoga County Council desires to provide funding from the Community Development Fund in the amount of \$360,000.00 to the Cleveland Cultural Gardens Federation for the maintenance and upgrades for the Cleveland Cultural Gardens; and

WHEREAS, the Community Development Fund has available proceeds to fund projects that better Cuyahoga County, and maintenance and upgrades to public spaces like the Cleveland Cultural Gardens is an appropriate use of the County's Community Development Fund resources; and

WHEREAS, this Council by a vote of at least eight (8) members determines that it is necessary that this Resolution become immediately effective in order that critical

services provided by Cuyahoga County can continue to provide for the usually, daily operations of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby awards a not-to-exceed amount of \$360,000.00 to the Cleveland Cultural Gardens Federation for maintenance and upgrades of the Cleveland Cultural Gardens located in the City of Cleveland.

SECTION 2. That County Council staff is authorized to prepare all documents to effectuate said award.

SECTION 3. That the County Executive is authorized to execute all necessary agreements and documents consistent with said award and this Resolution.

SECTION 4. To the extent that any exemptions are necessary under the County Code and contracting procedures, they shall be deemed approved by the adoption of this Resolution.

SECTION 5. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health, or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, this Resolution shall become immediately effective.

SECTION 6. 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 the 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.

On a motion by _____, seconded by _____, the foregoing Resolution was duly adopted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

First Reading/Referred to Committee:
Committee(s) Assigned:



THE CLEVELAND CULTURAL GARDENS FEDERATION

First Garden Dedicated in 1916

EXECUTIVE BOARD

PRESIDENT
Wael Khoury, MD

PAST PRESIDENT
Sheila Crawford

VICE PRESIDENTS
Mehmet Gencer
Thomas Turkaly
Svetlana Stolyrova

**EXECUTIVE
DIRECTOR**
Lori Ashyk

TREASURER
Samy Tanious

MEMBERS

Connie Adams
Pierre Bejjani
Aklilu Demessie
Carl Ewing
Qaisra Haider
Dan Hanson
Debbie Hanson
Dozia Krislaty
Eddie Ni
Svetlana Stolyarova
George Terbrack

**EXECUTIVE
SECRETARY**
Paul Burik

**RECORDING
SECRETARY**
Paula Tilisky

Council Representative Yvonne Conwell
Cuyahoga County Council
2079 E. 9th St.
Cleveland, OH 44115

Council Rep. Conwell:

Oct. 4, 2022

Thank you for your recent request for information about the Cleveland Cultural Gardens and legislation related to sustainability.

As of October, 2022, the Cultural Gardens consist of 35 built, or dedicated, members. Ten more are in development: those from Peru, Mexico, Colombia, Uzbekistan, Vietnam, Scotland, France, Korea and Pakistan and the Native American Garden.

We welcome these new members to our full array of cultures and are excited about their contributions to our Greater Cleveland community.

There are major expenses involved in building a Garden and, for existing gardens, upgrading and adding to the monuments and landscaping. The cost of building a new garden varies greatly, depending on the design and number of monuments, but a minimum of at least \$100,000 is standard, just for a first phase. For many, the costs are much higher. (The hiring of a surveyor and architect are part of the costs.) Maintenance can run into the thousands, particularly if a fountain needs to be repaired or other structural repairs need to be made.

The Federation would be happy to assist the individual gardens meet their needs. As of now, there is no funding in our budget for aid to our individual garden members, each of which is managed by a sponsoring organization.

In addition, the CCGF is also hoping we can work with the city to provide bathrooms for the Cultural Gardens, in a joint private-public partnership. There currently are no bathrooms in the park. We greatly appreciate your offer of support. Attached to this letter is our 2022 budget. Our 2023 budget will be approved at our December 19th board meeting.

Thank you.

Lori Ashyk, Executive Director, CCGF

Revenue 2021 & projected 2022

Income 2021	Actual	Projected 2022
Contributions		
Individual	775	1000
Corporate	1000	1000
Gardens	700 (Slovak)	0
Grants		
General operating	125,000 (Park & Cleveland Foundation)	35,000
Programs	20,000 (just 2021 grants, Cleveland & Jules Belkin)	15,000
Technology	10,000 (Cleveland Foundation)	5000
PPP loan	8,267	0
Friends of the Gardens	\$324.95	400
Membership dues	6010	6000
Events	2500	25,000 (gross revenue, gala)
Tours & talks	1245	1500
OWD contribution	0	10,000
Donor appeal	0	3000
Subtotal	175,822	102900
Cash reserve carry over from 2020	36,367	Cash reserve 36,367
Balance year-end	212,189	139267
OWD Revenue	64,020 (\$12,000 pending)	96,000
Total	276,209	235,267

Expenses 2021 and projected expenses 2022		2021	Projected 2022
Events			
	Gala	2500	4000
	Holiday party	500	300
	Installation dinner	0	NA
Insurance		3808	4000
Memberships		1400	1400
Office		1489,43	1500
Payroll (plus taxes, soc. Sec., etc.)		53,000	105,000
Flags		3692	1500
Programs		17,208	34,000
Technology (website and mobile hotspot)		3655,88	6000
Marketing		1281	2000
Miscellaneous		1300	1,500
Printing		NA	500
Storage St. Casimir		200	600
		90034,31	161,800
Add OWD		59,137	84,000
Total		149171,2	245,800

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0003

Sponsored by: Council President Jones	A Resolution awarding a total sum, not to exceed \$300,000, to the Association of African American Cultural Gardens for the African American Cultural Garden Monument Project from the District 8 ARPA Community Grant Fund; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, Cuyahoga County received \$239,898,257 from the Federal Government through the American Rescue Plan Act (“ARPA”); and

WHEREAS, Cuyahoga County calculated 100% of the ARPA dollars as loss revenue under the U.S. Department of the Treasury Final Rule; and

WHEREAS, since all the ARPA dollars have been calculated as loss revenue, the ARPA dollars have been deposited in the County’s General Fund; and

WHEREAS, the County Executive and County Council have authorized \$86 million of the ARPA dollars for community grants to benefit the residents of Cuyahoga County (the “ARPA Community Grant Fund”); and

WHEREAS, of the \$86 million for community grants, \$66 million have been encumbered for equal distribution to each County Council District; and

WHEREAS, the Cuyahoga County Council desires to provide funding from the District 8 ARPA Community Grant Fund in the amount of \$300,000 to the Association of African American Cultural Gardens for the African American Cultural Garden Monument Project; and

WHEREAS, the Association of African American Cultural Gardens estimates over 30,000 people will be served annually through this award including approximately 15,000 people who qualify as low to moderate income; and

WHEREAS, the Association of African American Cultural Gardens estimates approximately 50 permanent and temporary jobs will be created or retained through this project; and

WHEREAS, the Association of African American Cultural Gardens estimates the total cost of the project is \$4,000,000; and

WHEREAS, the Association of African American Cultural Gardens indicates the other funding source(s) for this project includes:

- A. \$325,000 from the Cleveland Foundation
- B. \$350,000 from the City of Cleveland
- C. \$100,000 from the Park Foundation
- D. \$50,000 from Cleveland City Council
- E. \$50,000 from the Holden Foundation
- F. \$40,000 from an Ohio Capital Grant; and

WHEREAS, the Association of African American Cultural Gardens is estimating the start date of the project will be June 2023 and the project will be completed by June 2024; and

WHEREAS, the Association of African American Cultural Gardens requested \$300,000 from the District 7 ARPA Community Grant Fund to complete this project; and

WHEREAS, the Cuyahoga County Council desires to provide funding in the amount of \$300,000 to the Association of African American Cultural Gardens to ensure this project is completed; and

WHEREAS, this Council by a vote of at least eight (8) members determines that it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue to provide for the usually, daily operations of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby awards a not-to-exceed amount of \$300,000 to the Association of African American Cultural Gardens from the General Fund made available by the American Rescue Plan Act revenue replacement provision for the African American Cultural Garden Monument Project.

SECTION 2. If any specific appropriation is necessary to effectuate this agreement, the Director of the Office of Budget and Management is authorized to submit the requisite documentation to financial reporting to journalize the appropriation.

SECTION 3. That the County Council staff is authorized to prepare all documents to effectuate said award.

SECTION 4. That the County Executive is authorized to execute all necessary agreements and documents consistent with said award and this Resolution.

SECTION 5. If requested or necessary, the Agency of the Inspector General or Department of Internal Audit is authorized to investigate, audit, or review any part of this award.

SECTION 6. To the extent that any exemptions are necessary under the County Code and contracting procedures, they shall be deemed approved by the adoption of this Resolution.

SECTION 7. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 8. 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 the 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.

On a motion by _____, seconded by _____, the foregoing Resolution was duly adopted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

First Reading/Referred to Committee:
Committee(s) Assigned:

Journal _____
_____, 20____



**Cuyahoga County
Council**

2079 East 9th Street, 8th Floor • Cleveland Ohio 44115
(216) 698-2010

COUNTY AMERICAN RESCUE PLAN ACT APPLICATION

APPLICANT INFORMATION:	
Name of Requesting Entity (City, Business, Non-Profit, etc.): The Association of African American Cultural Gardens	
Address of Requesting Entity: P.O. Box 20237, Cleveland, Ohio 44120	
County Council District # of Requesting Entity: 7	
Address or Location of Project if Different than Requesting Entity: 890 MLK Blvd., Cleveland, Ohio 44108	
County Council District # of Address or Location of Project if Different than Requesting Entity:	
Contact Name of Person Filling out This Request: Lavita Ewing	
Contact Address if different than Requesting Entity: 2928 Sedgewick Road, Shaker Heights, Oh 44120	
Email: lavitaewing@gmail.com	Phone: 216-798-0206
Federal IRS Tax Exempt No.: 90-0791590	Date: 12/15/2022

PROJECT DESCRIPTION

REQUEST DESCRIPTION (include the project name, a description of the project, why the project is important or needed, and timeline of milestones/tracking of the project):

The African American Cultural Garden Monument Project

We are seeking funds to complete the African American Cultural Garden. The total cost of this project is 4 million dollars. The African American Cultural Garden is one of more than 36 established or planned ethnic cultural gardens that are part of the 100-year-old Cleveland Cultural Gardens and its representative organization, the Cleveland Cultural Garden Federation, which represents diversity and culture. Each area of the African American Garden site is designed as a Journey and represents an interpretation of the African American experience...with an eye to the future. There are three areas, the Past, Present and Future. The "Past" translates the experience of the Trans-Atlantic slave trade through reinterpretation of the corridors and ultimately the Door of No Return that were located along the western coast of Africa. A sandstone portal symbolizes the Door of No Return and the notion of unknown transition, a planned fountain — The Infinity Fountain —represents the illusionary tranquility of the Atlantic Ocean as seen through the original Door of No Return. This part of the design was completed and dedicated in 2016. The Journey continued with a 50 foot granite platform with etchings of the little dipper and north. It is designed to evoke a sense of "emergence." This represents our emergence as a people in this country despite the myriad of challenges — past, present and future. The journey continues with a platform, benches, and a water feature at the MLK end of the design, which provides hope, reflection and the resilience of our ancestors for our future generations to know that dreams can come true in this country. The Cultural Gardens in Rockefeller Park showcase the multi-ethnic heritage of Cleveland's population with the mission of promoting ethnic pride and intercultural understanding. They were dedicated in 1926 with the notion of combating xenophobic thought prevailing at the time which in turn spawned efforts to Americanize immigrants with the aim of extinguishing ways, traditions and heritage of their homeland. In the first half of the 20th century, multiple European ethnic groups were able to establish gardens that honored their cultural heritage. However, even as African-American migrants grew to become the largest single working-class population in the city and the neighborhoods that bordered Rockefeller Park transitioned to become predominantly African-American, the Gardens afforded no space for the representation of Black Clevelanders. Absence of a garden of their own stood as a stark reminder of the limits placed on the ability of black residents to engage fully in local civic life. The effort to establish an African-American Cultural Garden became symbolic of the broader struggle for full rights to the city.¹ The Association of African American Cultural Gardens (AAACG) has embarked on a journey to complete the design that represents the journey of African Americans in this great city. We are honored to be part of the Cleveland Civil Rights Trail and will have a Civil Rights Marker installed on Juneteenth 2023 by the Cleveland Restoration Society.

Project Start Date:

June 19, 2023

Project End Date:

June, 2024

IMPACT OF PROJECT:

Who will be served: The African American Garden will serve the community at large. It is a public space to be enjoyed by the entire greater Cleveland community. It will be a showcase for visitors to visit the garden.

How many people will be served annually: There are over 30,000 individuals that visit the Garden for our One World Day celebration. The African American Garden showcase our culture during this event with ethnic food, dance, storytelling and music. We also celebrate Juneteenth at the Garden with over 500 in attendance. This green space is also used by other organization, families and community leaders.

Will low/moderate income people be served; if so how: The African American Garden is located in the Glenville neighborhood of Cleveland. The median household income in the Glenville neighborhood is \$27,845. It is within walking distance to several schools in the area. It is an idea green space for students to learn about the African American experience and the significance of the African American Cultural Garden design. The garden is a great place to take a bike ride, jog or walk around the 4 acre African American Garden site for the approximately 15,000 people that live in the Glenville area.

How does the project fit with the community and with other ongoing projects:
The Glenville neighborhood has seen its share of struggles for many years, but with the revailization of the neighborhood that started with construction for improved streets and housing rehabilitation it will only be enhanced by the monument of the African American Cultural Garden.

If applicable, how many jobs will be created or retained (specify the number for each) and will the jobs be permanent or temporary: There will be Over 50 individuals working on the construction of the garden.

If applicable, what environmental issues or benefits will there be:
African Americans make up approximately 9.8 percent of environmentalists, this project will help increase African American interest in environmental stewardship.

If applicable, how does this project serve as a catalyst for future initiatives: Located in the heart of Cleveland's inner city, less than one mile from Lake Erie, this beautiful green space can be used to educate people of all cultures on gardening, plant life and preservation of a natural environment. A complete garden with an interpretive monument will attract visitors and others across the region to visit the garden.

FINANCIAL INFORMATION:

Total Budget of Project:

\$4,000,000.00

Other Funding Sources of Project (list each source and dollar amount separately):

Cleveland Foundation: \$325,000.00

City of Cleveland: \$350,000.00

Park Foundation: \$100,000

Cleveland City Council: \$50,000

Holden Foundation: \$50,000

Ohio Capital Grant: \$40,000

Total amount requested of County Council American Resource Act Dollars:

\$300,000.00

Since these are one-time dollars, how will the Project be sustained moving forward:

There will be maintenance funds to ensure the maintenance of the garden for years. The mission of the Association of the African American Cultural Garden is to complete and maintain the garden and to educate regarding the African American experience. We have a strong viable committed organization that will ensure the longevity of the African American Garden.

DISCLAIMER INFORMATION AND SIGNATURE:

Disclaimer:

I HEREBY CERTIFY that I have the authority to apply for financial assistance on behalf of the entity described herein, and that the information contained herein and attached hereto is true, complete, and correct to the best of my knowledge.

I acknowledge and agree that all County contracts and programs are subject to Federal Guidelines and Regulations, the Ohio Revised Code, the Cuyahoga County Charter, and all County Ordinances including all information submitted as part of this application is a public record.

I understand that any willful misrepresentation on this application or on any of the attachments thereto could result in a fine and/or imprisonment under relevant local, state, and/or federal laws or guidelines.

I agree that at any time, any local, state, or federal governmental agency, or a private entity on behalf of any of these governmental agencies, can audit these dollars and projects.

Printed Name:

CARL S. EWING

Signature:

Carl S. Ewing

Date:

12-15-22

Additional Documents

Are there additional documents or files as part of this application? Please list each documents name:
Picture of the completed garden
Picture of Doorway and Corridor of No Return
IRS Determination Letter

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 17 2013

ASSOCIATION OF AMERICAN AMERICAN
CULTURAL GARDENS
C/O CARL S EWING
PO BOX 20257
CLEVELAND, OH 44129

Employee Identification Number:
98-0791590
DIN-
302096014
Contact Person:
JULIE CHEN ID# 31261
Contact Telephone Number:
(877) 829 5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 15, 2012
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers, or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC section listed at the top of this letter.

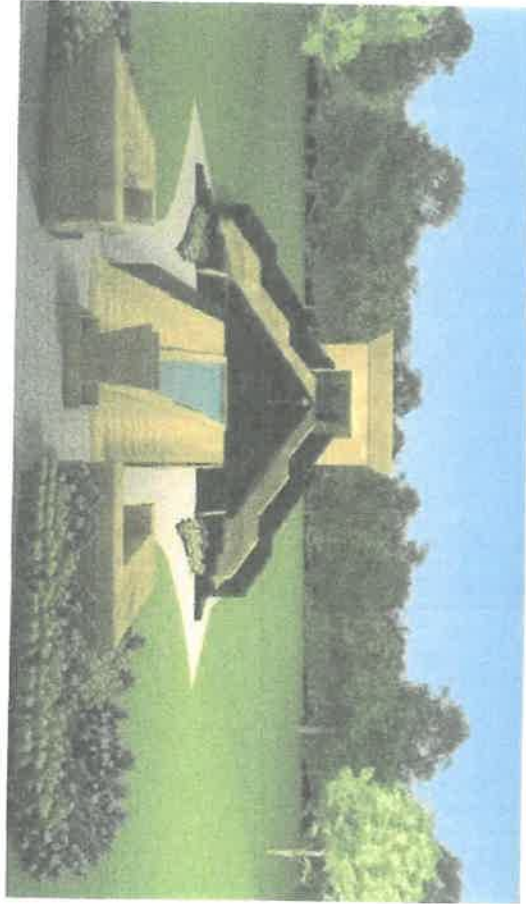
If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax exempt organization, go to www.irs.gov/charities. Enter "4321-PC" in the search bar to view Publication 4321-PC, Compliance Guide for 501(c)(3) Public Charities which describes your recordkeeping, reporting, and disclosure requirements.

Letter 949





The African American Cultural Garden

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0004

Sponsored by: Council President Jones on behalf of Cuyahoga County Personnel Review Commission	A Resolution adopting various changes to the Cuyahoga County Non-Bargaining Classification Plan and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, Section 9.03 of the Charter of Cuyahoga County states that the Cuyahoga County Personnel Review Commission shall administer a clear, countywide classification and salary administration system for technical, specialist, administrative and clerical functions with a limited number of broad pay ranges within each classification; and

WHEREAS, the Personnel Review Commission submitted several proposed changes to the Cuyahoga County Non-Bargaining Classification Plan; and

WHEREAS, the Personnel Review Commission considered this matter and has undergone significant review, evaluation and modification of such submitted changes to the Cuyahoga County Non-Bargaining Classification Plan; and

WHEREAS, on December 7, 2022, the Personnel Review Commission met and recommended the classification changes (attached hereto as Exhibits A through D) and recommended to County Council the formal adoption and implementation of the attached changes; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby adopts the following changes to the Cuyahoga County Non-Bargaining Classification Plan:

Modifications of the following Classifications: (See attached Classification Specifications)

Proposed New Classifications:

Exhibit A: Class Title: *Application Support Administrator*
Number: 16501

Pay Grade: 10B/Non-Exempt

Proposed Revised Classifications:

Exhibit B: Class Title: *Data Systems Security*
Class Number: 16141
Pay Grade: 6B/Non-Exempt (No change)
* PRC routine maintenance. Classification last revised in 2018. Changes were made to the essential functions, mathematical ability, and language and formatting. A technology requirement section was added. No change to the pay grade or FLSA status.

Exhibit C: Class Title: *Human Resources Associate*
Class Number: 14101
Pay Grade: 6A/Non-Exempt
* PRC routine maintenance. This position is combining the Human Resources Associate and the Senior Human Resources Associate. Both positions were a part of routine maintenance for this year and both the PRC and HR SMEs agreed that the positions are too similar to be separate. Changes were made to distinguishing characteristics, essential job functions, minimum qualifications, and language and formatting. A technology section was added. No change to FLSA status. Pay grade changed from 5A to 6A.

Proposed Deleted Classifications:

Exhibit G: Class Title: *Senior Human Resources Associate*
Class Number: 14102
Pay Grade: 6A/Non-Exempt
* Deletion as a part of PRC routine maintenance. This position is being combined with the Human Resources Associate. Both positions were a part of routine maintenance for this year and both the PRC and HR SMEs agreed that the positions are too similar to be separate.

SECTION 2. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health, or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.



Deborah Southerington, Chairwoman
 Thomas Colaluca, Commissioner
 F. Allen Boseman, Commissioner

**CUYAHOGA COUNTY
 PERSONNEL REVIEW COMMISSION
 MEMORANDUM**

DATE: December 12, 2022

TO: Cuyahoga County Council President Pernel Jones Jr.
 Council Members, Human Resources, Appointments & Equity
 Committee

FROM: Deborah Southerington, Chairwpman
 Cuyahoga County Personnel Review Commission

RE: Recommending Modifications to Class Plan

Please be advised that on December 7, 2022, the Personnel Review Commission considered and approved recommending modifications to the County’s classification plan. In accordance with PRC Rule 4.06, these proposed changes were posted on the PRC’s website before any formal action was taken on them. Details of the recommended changes are below:

NEW CLASSIFICATION	PAY GRADE and FLSA STATUS	DEPARTMENT
Application Support Administrator 16501	10B Non-Exempt	Health and Human Services

PROPOSED REVISED CLASSIFICATIONS

REVISED CLASSIFICATIONS (Revised Title)	CURRENT PAY GRADE & FLSA	RECOMMENDED PAY GRADE & FLSA	DEPARTMENT
Data Systems Security Coordinator 16141	6B Non-Exempt	6B Non-Exempt (No Change)	Information Technology
Human Resources Associate 14101	5A Non-Exempt	6A Non-Exempt	Human Resources and Sheriff’s Department

PROPOSED DELETED CLASSIFICATIONS

Classification Title	Classification Number	Pay Grade	Department
Senior Human Resources Associate 14102	6A Non-Exempt	Human Resources	Senior Human Resources Associate 14102

cc: Thomas Colaluca, Commissioner
F. Allen Boseman, Commissioner
Rebecca Kopcienski, PRC Director
Kelli Neale, Program Officer 4

Joseph Nanni, Council Chief of Staff
Sheba Marshall, Interim HR Director
Andria Richardson, Clerk of Council

Posted: 12/1/2022

Meeting: 12/7/22

<u>Job Title</u>	<u>Classification Number</u>	<u>Current Pay Grade & FLSA</u>	<u>RECOMMENDED PAY GRADE & FLSA</u>	<u>Department</u>	<u>Rationale</u>
<u>NEW</u>					
Application Support Administrator	16501	N/A	10B Non-Exempt	Health and Human Services	This is a new classification requested by the Department of Health & Human Services based on department need. The classification reflects the essential functions and minimum qualifications of the position.

<u>Job Title</u>	<u>Classification Number</u>	<u>Current Pay Grade & FLSA</u>	<u>RECOMMENDED PAY GRADE & FLSA</u>	<u>Department</u>	<u>Rationale</u>
<u>REVISED</u>					
Data Systems Security Coordinator	16141	6B Non-Exempt	6B Non-Exempt (No Change)	Information Technology	PRC routine maintenance. Classification last revised in 2018. Changes were made to the essential functions, mathematical ability, and language and formatting. A technology requirements section was added. No change to the pay grade or FLSA status.
Human Resources Associate	14101	5A Non-Exempt	6A Non-Exempt	Human Resources and Sheriff's Department	PRC routine maintenance. This position is combining the Human Resources Associate and the Senior Human Resources Associate. Both positions were a part of routine maintenance for this year and both the PRC and HR SMEs agreed that the positions are too similar to be separate. Changes were made to distinguishing characteristics, essential job functions, minimum qualifications, and language and formatting. A technology section was added. No change to FLSA status. Pay grade changed from 5A to 6A.

DELETED CLASSIFICATION	PAY GRADE and FLSA STATUS	DEPARTMENT	<u>Rationale</u>
Senior Human Resources Associate 14102	6A Non-Exempt	Human Resources	Deletion as a part of PRC routine maintenance. This position is being combined with the Human Resources Associate. Both positions were a part of routine maintenance for this year and both the PRC and HR SMEs agreed that the positions are too similar to be separate.

CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

Class Title:	Application Support Administrator	Class Number:	16501
FLSA:	Non-Exempt	Pay Grade:	10B
Dept:	Department of Health & Human Services	EXHIBIT A	

Classification Function

The purpose of this classification is to coordinate and manage activities related to the support, configuration, and use of administrative management software utilized by employees in Department of Health & Human Services agencies.

Distinguishing Characteristics

This is a journey-level position responsible for managing software systems utilized by the Department Health and Human Services (DHHS) agencies for administrative functions including case management, document management, call management, task management, travel management, and client management. The position handles internal user support, configures system functions and security settings, interacts with software vendors or the owning state agency regarding issues and upgrades, and reports to agency/fiscal management on system activity. This position works under general supervision of the unit manager. Incumbents receive occasional instruction or assistance as new or unusual situations arise and work independently, exercising judgment and initiative.

Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

40% +/- 10%

- Administers the case management software utilized by DHHS caseworkers; configures agency-specific settings and workflows; sets up new users and removes inactive users; determines appropriate security access and roles; implements application software updates to include upgrades, patches, and new releases; runs system tests to ensure functionality of the software application; runs backend data cleanups or corrections; compiles, produces usage/output reports; analyzes and identifies trends in usage data; monitors and audits activity reports for use by agency management or fiscal staff; documents and analyzes problems for reporting; collaborates with management on ways to improve use of the application software; assists agency with planning and executing major replacement or upgrades of support software.

30% +/- 10%

- Provides basic and advanced end user support; assists end users with technical support and application troubleshooting as requested by user; provides guidance to employees and supervisors on novel issues; works with vendor as necessary for troubleshooting application software issues; completes data and information correction in the system.

20% +/- 10%

- Interacts with software vendors and the state and county agencies who own or develop software used by the agency; communicates regarding novel or complex problems; tracks and follows up on the status of bugfixes, data corrections, enhancement requests, and planned upgrades; monitors compliance with allowed use/licenses per contract or other agreement; reviews documentation of and submits inquiries regarding planned patches and upgrades in order to identify potential issues and necessary process changes.

Effective Date: TBD
Last Modified: TBD

10% +/- 5%

- Onboards and trains new users and new supervisors; maintains training and use documentation regarding use of software.

Minimum Training and Experience Required to Perform Essential Job Functions

- Bachelor's degree in business systems, information technology, information management, math, or a related field, and three (3) years of business information systems administration, database administration, software system user support, application support and configuration, or related experience; or any equivalent combination of education, training, and experience.

Additional Requirements

- No special license or certification is required.

Minimum Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

- Ability to operate a variety of automated office machines including a computer and multifunction printer.

Technology Requirements

- Ability to operate a variety of software including email software (Microsoft Outlook), spreadsheet software (Microsoft Excel), word processing software (Microsoft Word), and various administrative software systems for purposes such as case management, task management, document management, travel management, call center management, and client referral management.

Supervisory Responsibilities

- No supervisory responsibilities required.

Mathematical Ability

- Ability to add, subtract, multiply, divide, calculate decimals and percentages, and perform routine statistics.

Language Ability & Interpersonal Communication

- Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude, and appraise. Requires discretion in determining and referencing established criteria to define impact and develop alternatives.
- Ability to comprehend a variety of informational documents including travel activity reports, system usage reports, helpdesk tickets, helpdesk ticket reports, memos, training materials, test scripts, and other reports and records.
- Ability to comprehend a variety of reference books and manuals including software manuals, training videos, software upgrade release notes, IT Security Policies, vendor application software manuals, the Employee Handbook, state and federal program requirements, and agency policies and procedures.

Application Support Specialist

- Ability to prepare usage reports, issue tracking spreadsheets, training materials, use guidelines, feature proposals, correspondence, and other job-related documents using prescribed format and conforming to all rules of punctuation, grammar, diction, and style.
- Ability to convince and influence others, to record and deliver information, to explain procedures, and to follow instructions.
- Ability to communicate effectively with supervisor, management, coworkers, other County departments and employees, software vendors, and clients.

Environmental Adaptability

- Work is typically performed in an office environment.

Cuyahoga County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

Class Title:	Data Systems Security Coordinator	Class Number:	16141
FLSA:	Non-Exempt	Pay Grade:	6B
Dept:	Information Technology	EXHIBIT B	

Classification Function

The purpose of this classification is to coordinate system user access for Health and Human Services (HHS) employees and to assist with end user technology.

Distinguishing Characteristics

This is an entry level classification with responsibility for serving as the liaison between the County and the State of Ohio to coordinate system user access for HHS employees. This classification works under a framework of defined procedures and regulations. The incumbent ensures that activities are performed in a timely manner and according to policies and procedures.

Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

50% +/- 10%

- Coordinates system user access for HHS employees and other employees as required; receives requests from managers and directors to change the system security access for County employees; receives requests from the HR Department to create new hire user profiles and to terminate accounts for departed employees; completes appropriate forms and submits documentation to the State of Ohio; serves as the liaison between the County and the State of Ohio in regards to system user access; contacts the state for project updates; notifies management when the state has completed the request; adds and removes users to Ohio's Child Care Information Data System (CCIDS) and Support Enforcement Tracking System (SETS).

40% +/- 10%

- Assists with end user technology including computers, printers, scanners, and mobile devices; communicates with end users via email, phone, or in person to resolve user issues; provides basic computer training to the end users; processes equipment relocation forms; moves and installs computers; reimages computers; sets up new mobile phones; accesses users' computers remotely to inspect and resolve issues with passwords, viruses, printing, virtual private networks (VPN), etc.

10% +/- 5%

- Serves as the State's Technical Point of Contact (TPOC); performs an annual audit on the HHS employees to verify the employees are still employed with the County and have the appropriate system access; completes reconciliation and returns the documents to the State of Ohio; receives and reviews new state policies and procedures for system user access.

Minimum Training and Experience Required to Perform Essential Job Functions

- High school diploma or equivalent with one (1) year of IT service support experience; or any equivalent combination of education, training, and experience.
- Valid driver license and proof of automobile insurance.

Effective Date: 03.0.2000
Last Modified: 08.18.2018

Additional Requirements

- No special license or certification is required.

Minimum Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

- Ability to operate a variety of office machines and equipment including a computer and multifunction printer

Technology Requirements

- Ability to operate a variety of software and databases including word processing software (Microsoft Word), spreadsheet software (Microsoft Excel), electronic mail software (Microsoft Outlook), and database software (SETS, CCIDS)

Supervisory Responsibilities

- No supervisory responsibilities required.

Mathematical Ability

- Ability to add, subtract, multiply, divide, calculate decimals and percentages, and perform routine statistics.

Language Ability & Interpersonal Communication

- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate, and problem solve. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Ability to comprehend a variety of informational documents including emails, 7078 Forms, Federal Tax Information Form, SETS User Access Form, iCase Forms, Network Relocation Forms, packaging slips, employee departure lists, and other reports and records.
- Ability to comprehend a variety of reference books and manuals including the Employee Handbook, Ohio Revised Code, State of Ohio guidelines, equipment manuals, software manuals, and ODJFS manuals.
- Ability to prepare memos, correspondence, 7078 Forms, SETS Reporting, SACWIS, SETS, and CRIS-E Reconciliation, and other job-related documents using prescribed format and conforming to all rules of punctuation, grammar, diction, and style.
- Ability to record and deliver information, to explain procedures, and to follow instructions.
- Ability to use and interpret basic information technology terminology and language.
- Ability to communicate effectively with directors, managers, supervisors, co-workers, other County employees, State of Ohio employees, and vendors.

Environmental Adaptability

- Work is typically performed in an office environment.

Cuyahoga County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

Class Title:	Human Resources Associate	Class Number:	14101
FLSA:	Non-Exempt	Pay Grade:	6A
Dept:	Human Resources and Sheriff's Department	EXHIBIT C	

Classification Function

The purpose of this classification is to provide administrative support for day-to-day operations of the County's Human Resources Department.

Distinguishing Characteristics

This is an entry level classification with responsibility for providing administrative support for day-to-day operations of the County's Human Resources Department for a variety of HR functional areas including talent acquisition, training and development, compensation, labor relations, employee services, payroll, worker's compensation, benefits, new hires and terminations and data entry and maintenance. Employees in this position serve as the first point of contact for County employees inquiring about HR related matters. This classification works under supervision and within a framework of policies, procedures, and regulations.

Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

35% +/- 10%

- Gathers, tracks, and processes information related to various HR actions; researches information required to complete forms, paperwork, and filings; processes various HR actions (e.g., new hire enrollments, child support orders, terminations, benefits, accident claims, FMLA, probations, separations, etc.); files documentation related to HR actions according to department policies; monitors HR actions through completion; tracks status of work in the appropriate spreadsheets.

15% +/- 10%

- Responds to HR requests, questions, and data issues from employees and departments via email, phone, and the Human Resources Information System (HRIS); researches information in the HRIS or from other sources to provide accurate information to requestors; provides interpretation of HR policies, procedures, programs, and regulations; responds to public records requests; contacts employees to obtain information needed to update records or complete HR actions.

15% +/- 5%

- Assists with various HR investigations and interactions regarding County employee procedures including but not limited to grievances, worker's compensation claims, arbitration, and position audits; gathers information from claimants; analyzes relevant written documentation; makes requests for clarification and additional information; occasionally participates as a hearing officer in simple investigative cases; files and processes completed forms; writes summary recommendations based on evaluation of evidence; provides support to senior HR employees with evaluation of evidence and information and drafting written responses; monitors claims, HR filings, and audits through completion.

Effective Date: TBD
Last Modified: TBD

Human Resources Associate

15% +/- 5%

- Utilizes HRIS to complete tasks that support the HR activities of assigned functional areas; enters and maintains data entered into HRIS including personnel files, organizational charts, job descriptions, benefits changes and updates, basic payroll updates, and other HR & personnel information; analyzes and troubleshoots basic data related issues in the HRIS; tests system changes and upgrades by inputting new data and reviewing outputs against test scripts; assists with developing test scripts; generates data reports using HRIS.

10% +/- 5%

- Generates HR data reports to assist with the evaluation of various HR programs and achievement of HR strategic goals; develops, updates, and provides basic interpretation of various data to support the day-to-day work of more senior HR employees; analyzes and identifies potential barriers or trends that are inhibiting various HR processes; brings issues and potential solutions to the attention of senior staff.

10% +/- 5%

- Performs related administrative responsibilities; assists with producing and storing basic reports, records, memos, routine forms, and data reports; represents the department at various administrative staff meetings; provides support with planning and coordinating various HR events (e.g., job fairs) and presentations; assists with development of informational materials for events and presentations; creates and facilitates simple presentations and meetings; provides front desk support as necessary.

Minimum Training and Experience Required to Perform Essential Job Functions

- High School Diploma or related field with two (2) years of administrative or general business experience; or any equivalent combination of education, training, and experience.

Additional Requirements

- No special license or certification is required.

Minimum Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

- Ability to operate a variety of office machines and equipment including computer and multifunction printer.

Technology Requirements

- Ability to operate a variety of software including email software (Microsoft Outlook), spreadsheet software (Microsoft Excel), word processing software (Microsoft Word), and data management software (HRIS).

Supervisory Responsibilities

- No supervisory responsibilities required.

Mathematical Ability

- Ability to add, subtract, multiply, divide, calculate decimals and percentages, and perform routine statistics.

Effective Date: TBD
Last Modified: TBD

Language Ability & Interpersonal Communication

- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and problem solve. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Ability to comprehend a variety of informational documents including worker's compensation claims, payroll reports, applications, ADA requests, grievance forms, billing invoices, personnel records, termination forms and records, and other reports and records.
- Ability to comprehend a variety of reference books and manuals including the Employee Handbook, Ohio Revised Code, HIPAA, FMLA eligibility requirements, and Employment Laws.
- Ability to prepare basic HRIS reports, worker's compensation claims reports, attendance sheets, memos, PowerPoint Presentations, personnel reports, correspondence, spreadsheets, and other job-related documents using prescribed format and conforming to all rules of punctuation, grammar, diction, and style.
- Ability to convince and influence others, to record and deliver information, to explain procedures, and to follow instructions.
- Ability to use and interpret human resources terminology and language.
- Ability to communicate effectively with HR employees, department management, external candidates, union representatives, and other County employees.

Environmental Adaptability

- Work is typically performed in an office environment.

Cuyahoga County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

CUYAHOGA COUNTY CLASSIFICATION SPECIFICATION

Class Title:	Senior Human Resources Associate	Class Number:	14102
FLSA:	Non-Exempt	Pay Grade:	6A
Dept:	Human Resources	EXHIBIT D	

Classification Function

The purpose of this classification is to provide administrative support for day-to-day operations of the County’s Human Resources Department and perform more complex HR related tasks such as the initial review and research of information, producing basic reports and memos, and reviewing the work of lower level HR Associates.

Distinguishing Characteristics

This is a journey level classification with responsibility for providing administrative support for day-to-day operations of the County’s Human Resources Department including talent acquisition, training and development, compensation, labor relations, employee services, and data entry and maintenance. This classification works under supervision and within a framework of policies, procedures, and regulations. The Senior HR Associate is distinguished from the HR Associate in that it works with a greater degree of independence on simple to moderately complex HR tasks and is expected to use a greater level of judgment in performing work.

Essential Job Functions

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- 20% +/- 10%
- Completes simple to more complex tasks to assist with coordinating the administration of various HR processes including but not limited to: talent acquisition, benefits administration, training activities, payroll processing, employee relations cases, and tracking participation in HR events.

- 20% +/- 10%
- Gathers, tracks, and performs initial evaluation of information related to various HR actions; gathers information from claimants; researches information required to complete forms, paperwork, and filings; files and processes completed forms; monitors claims, HR filings, and audits through completion; responds to basic through moderately complex HR requests, questions, and data issues; responds to records requests; provides interpretation of HR policies, procedures, programs, and regulations.

- 15% +/- 5%
- Assists with various HR investigations and interactions regarding County employee procedures including but not limited to grievances, arbitration, and position audits; analyzes relevant written documentation; makes requests for clarification and additional information; occasionally participates as a hearing officer in simple investigative cases; write summary recommendations based on evaluation of evidence; provides support to senior HR employees with evaluation of evidence and information and drafting written responses.

15% +/- 5%

- Generates HR data reports to assist with the evaluation of various HR programs and achievement of HR strategic goals; develops, updates, and provides basic interpretation of various spreadsheets to support the day-to-day work of more senior HR professionals; analyzes and identifies potential barriers or trends that are inhibiting various HR processes; brings issues and potential solutions to the attention of senior staff.

10% +/- 5%

- Provides basic support with HRIS functions; enters and maintains data entered into HRIS including personnel files, organizational charts, job descriptions, benefits changes and updates, basic payroll updates, and other HR & personnel information; analyzes and troubleshoots basic data related issues in the HRIS; tests system changes and upgrades by inputting new data and reviewing outputs against test scripts; assists with developing test scripts; generates data reports using HRIS.

10% +/- 5%

- Provides informal review of work and basic training to HR Associates; initially reviews work; identifies and recommends improvements; provides training on various County policies and regulations and HR processes; reviews adherence to department's procedures.

10% +/- 5%

- Performs related administrative responsibilities; assists with producing basic reports, records, memos, routine forms, and data reports; represents the department at various administrative staff meetings; provides support with planning and coordinating various HR events and presentations; assists with development of presentation materials for events and presentations; creates and facilitates simple presentations and meetings; provides front desk support as necessary.

Minimum Training and Experience Required to Perform Essential Job Functions

- Associates degree in business administration, human resources, or related field with three (3) years of administrative or general business experience including two (2) years in Human Resources; or any equivalent combination of training and experience.

Additional Requirements for all levels

- No special license or certification is required.

Minimum Physical and Mental Abilities Required to Perform Essential Job Functions

Physical Requirements

- Ability to operate a variety of automated office machines including computer and copier.

Supervisory Responsibilities

- No supervisory responsibilities.

Mathematical Ability

- Ability to add, subtract, multiply, divide, calculate decimals and percentages, and perform routine statistics.

Language Ability & Interpersonal Communication

- Requires the ability to perform basic level of data analysis including the ability to review, classify, categorize, prioritize and/or reference data, statutes and/or guidelines and/or group, rank, investigate and problem solve. Requires discretion in determining and referencing such to established standards to recognize interactive effects and relationships.
- Ability to comprehend a variety of informational documents including worker's compensation claims, payroll reports, applications, ADA requests, grievance forms, and other reports and records.
- Ability to comprehend a variety of reference books and manuals including the Employee Handbook, Ohio Revised Code, and Employment Laws.
- Ability to prepare basic HRIS reports, worker's compensation claims reports, attendance sheets, memos, PowerPoint Presentations, personnel reports, correspondence, spreadsheets, and other job-related documents using prescribed format and conforming to all rules of punctuation, grammar, diction, and style.
- Ability to convince and influence others, to record and deliver information, to explain procedures, to follow instructions.
- Ability to use and interpret human resources terminology and language.
- Ability to communicate effectively with HR employees, department management, external candidates, union representatives, and other County employees.

Environmental Adaptability

- Work is typically performed in an office environment.

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County Council of Cuyahoga County, Ohio

Resolution No. R2022-0416

Sponsored by: Councilmembers Schron and Jones	A Resolution awarding a total sum, not to exceed \$250,000, to the Village of Mayfield for the Civic Center ADA and Energy Efficiency Upgrades Project from the District 6 ARPA Community Grant Fund; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, Cuyahoga County received \$239,898,257 from the Federal Government through the American Rescue Plan Act (“ARPA”); and

WHEREAS, Cuyahoga County calculated 100% of the ARPA dollars as loss revenue under the U.S. Department of the Treasury Final Rule; and

WHEREAS, since all the ARPA dollars have been calculated as loss revenue, the ARPA dollars have been deposited in the County’s General Fund; and

WHEREAS, the County Executive and County Council have authorized \$86 million of the ARPA dollars for community grants to benefit the residents of Cuyahoga County (the “ARPA Community Grant Fund”); and

WHEREAS, of the \$86 million for community grants, \$66 million have been encumbered for equal distribution to each County Council District; and

WHEREAS, the Cuyahoga County Council desires to provide funding from the District 6 ARPA Community Grant Fund in the amount of \$250,000 to the Village of Mayfield for the Civic Center ADA and Energy Efficiency Upgrades Project; and

WHEREAS, the Village of Mayfield estimates approximately 20,000 people will be served annually through this award; and

WHEREAS, the Village of Mayfield estimates the total cost of the project is \$389,200; and

WHEREAS, the Village of Mayfield indicates the other funding source(s) for this project includes \$139,200 from the Mayfield Village General fund; and

WHEREAS, the Village of Mayfield is estimating the start date of the project will be January 2023 and the project will be completed by September 2023; and

WHEREAS, the Village of Mayfield requested \$250,000 from the District 6 ARPA Community Grant Fund to complete this project; and

WHEREAS, the Cuyahoga County Council desires to provide funding in the amount of \$250,000 to the Village of Mayfield to ensure this project is completed; and

WHEREAS, this Council by a vote of at least eight (8) members determines that it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue to provide for the usually, daily operations of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby awards a not-to-exceed amount of \$250,000 to the Village of Mayfield from the General Fund made available by the American Rescue Plan Act revenue replacement provision for the Civic Center ADA and Energy Efficiency Upgrades Project.

SECTION 2. If any specific appropriation is necessary to effectuate this agreement, the Director of the Office of Budget and Management is authorized to submit the requisite documentation to financial reporting to journalize the appropriation.

SECTION 3. That the County Council staff is authorized to prepare all documents to effectuate said award.

SECTION 4. That the County Executive is authorized to execute all necessary agreements and documents consistent with said award and this Resolution.

SECTION 5. If requested or necessary, the Agency of the Inspector General or Department of Internal Audit is authorized to investigate, audit, or review any part of this award.

SECTION 6. To the extent that any exemptions are necessary under the County Code and contracting procedures, they shall be deemed approved by the adoption of this Resolution.

SECTION 7. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive



**Cuyahoga County
Council District 6**

2079 East 9th Street, 8th Floor, Cleveland, Ohio 44115
(216) 698-2010

COUNTY AMERICAN RESCUE PLAN ACT APPLICATION

APPLICANT INFORMATION:

Name of Requesting Entity: Mayfield Village, Ohio	
Address of Requesting Entity: 6622 Wilson Mills Road, Mayfield Village, OH 44143	
County Council District # of Address or Location of Project if Different than Requesting Entity: District #6	
Address or Location of Project if Different than Requesting Entity: N/A	
Contact Name of Person Filling out this Request: Diane Wolgamuth, Director of Administration	
Contact Address if different than Requesting Entity: N/A	
Email: dwolgamuth@mayfieldvillage.com	Phone: 440-471-1048
Federal IRS Tax Exempt No.: 34-6001844	Date: September 2, 2022

PROJECT DESCRIPTION

Request Description (include the project name, a description of the project, why the project is important or needed, and timeline of milestones/tracking of the project):

Project Name: Mayfield Village Civic Center ADA and Energy Efficiency Upgrades

The Mayfield Village Civic Center is located on the SW corner of the Village’s major intersection of Wilson Mills and SOM Center Roads. It was formerly the site of the Mayfield United Methodist Church, which had occupied the property since 1851. The property was purchased by Mayfield Village in 1999 primarily to preserve the history and character of the Village’s town center. The church was converted to serve as the Village’s administrative offices, including the Finance, Building, Economic Development, and Parks & Recreation Departments. The building includes a large multi-purpose room that serves as a Council Chambers, and the church sanctuary was converted into Reserve Hall, a 200-seat theater/auditorium.

ADA Upgrades. Substantial upgrades to create office spaces were made when the Village moved its base of operation to the building in 2005, however, a 2018 facility assessment revealed that many issues need to be addressed to bring it into compliance with the Americans with Disabilities Act (ADA). The Village administration is currently working on its ADA Transition Plan and that exercise has revealed that, in addition to physical building upgrades, improvements to the Village’s website are needed to achieve ADA compliance.

Recently, the main area of noncompliance—ADA accessible restrooms—was addressed, with the assistance of \$200,000 in capital grants received from the State of Ohio. The remaining areas of noncompliance deal with accessibility throughout the building. Of the ten building exits, only three are accessible to the public without the use of stairs and Reserve Hall is not directly ramp accessible. Door widths throughout the building are too narrow, door hardware needs to be upgraded, handrails need to be installed, counter heights need to be lowered, and the main entry should be equipped with an automatic actuator.

Energy Efficiency Upgrades. When upgrades were made after the purchase of the building, many of the existing building components remained—including windows, doors, lighting, and HVAC systems—all of which were installed in the 1970s and 1980s. These items are all in need of replacement to be brought to modern energy efficiency standards.

Community Impact. The Civic Center is the “hub” of the Mayfield Village community, housing the local government and offering many civic, cultural and recreational opportunities to residents and non-residents alike. The Civic Center serves as the community’s polling location and regularly hosts Red Cross Blood Drives. Mayfield Village has a long history of providing use of the Civic Center, free of charge, to community groups, business networking groups and non-profit organizations, including the Mayfield Garden Club, Women’s Club, Historical Society, Alcoholics Anonymous, Gamblers Anonymous, Boy Scouts and Girl Scouts. A variety of State and local agencies regularly request use of the facility, and numerous meetings and training sessions have been hosted here by the State Auditor’s Office, Ohio Department of Justice, and the Ohio Attorney General’s Office.

The Village has had a long-standing relationship with the Fairmount School of the Arts and many plays and musicals have been presented on the Reserve Hall stage. Concerts showcasing students from the Cleveland Institute of Music are held here several times per year and art shows featuring local artists are displayed in the Civic Center’s corridors. Monthly movie matinees are shown in Reserve Hall following low-cost lunches for seniors and the Recreation Department regularly schedules adapted yoga and other youth fitness programming here. With the new restrooms just completed, the Village looks forward to hosting even more community, recreational and cultural events in the Civic Center, making the need for ADA and energy efficiency upgrades vitally important.

Need for Requested Funding. After the 2018 facility assessment was completed, the Village began to plan for the needed capital improvements to the Civic Center, budgeting over \$3 million in 2019 and 2020. Not long after, Covid-19 hit and all capital projects were put on hold. Unfortunately, Mayfield Village has continued to feel the impact of the pandemic and Village revenues are projected to decrease by over \$14 million in 2022. This is due to the fact that many people employed in the Village continue to work from home. Most notably, Progressive Insurance’s headquarters are located in Mayfield Village and the 8,000+ employees who worked here prior to the pandemic have not returned to the office in any substantial numbers. Changes in income tax withholding by the State legislature have sent income tax dollars to employees’ home municipalities, if they are working at home, decreasing Village revenues by approximately 60%. Unfortunately, there is no clear indication when or if income tax revenues will return to pre-pandemic levels. The funds budgeted for Civic Center improvements have since been returned to the Village’s General Fund to be used for operations.

Most municipalities in this situation received substantial Federal ARPA funds to help defray the loss of revenue. Unfortunately, Mayfield Village received only \$350,950 in Federal ARPA funds due to the size of the Village’s resident population. As a result, the Village has continued to postpone most of its planned capital projects, moving forward only with those that are immediately necessary for the health and welfare of the community.

Timeline/Tracking. As described above, because the ADA and energy efficiency improvements to the Civic Center are so important, if County funding is provided, all remaining costs will be budgeted for and funded by Mayfield Village. More detailed cost estimates are being obtained for all requested items and we anticipate that any items over \$50,000 will be prepared to be advertised for public bid beginning in January 2023. Mayfield Village staff, including the Service Director, Building Commissioner, Engineer and IT Coordinator will be responsible for various aspects of the project with overall tracking by the Village’s Finance Director and Director of Administration.

Project Start Date:
January 1, 2023

Project End Date:
September 30, 2023

IMPACT OF PROJECT:

Who will be served?

As described above, the Civic Center regularly serves the residents of Mayfield Village, the residents of surrounding communities, as well as County and State agencies. Cultural programs and recreational activities are regularly scheduled in the building as well as all meetings of the local government.

How many people will be served annually?

Without the scheduling of any special performances, art shows, seminars or training sessions, at least 200 to 250 people utilize the Civic Center on a weekly basis. With cultural and other programming, it is estimated that approximately 20,000 people will be served annually.

Will low/moderate income people be served? If so, how?

All programs, performances, and events held in the Civic Center are open to people of all income levels. Many senior activities, including low-cost congregate luncheons, are held in the Civic Center.

How does the project fit with the community and with other ongoing projects?

The Civic Center serves as the main government facility in the Mayfield Village community. Located directly across the street, the Village's Community Room was added in 2016 to complement the Village's functions and offerings. These two structures anchor the west side of the Village's town center and are vital to maintaining the community's character. Together, they set the tone for any future growth and development. Improvements made to the Civic Center will increase the programming offered to the public and will help preserve the building for the future.

If applicable, how many jobs will be created or retained (specify the number for each) and will the jobs be permanent or temporary?

No job creation is anticipated other than the contractors and workers retained to complete the many improvements needed.

If applicable, what environmental issues or benefits will there be?

No environmental issues are anticipated. The installation of energy-efficient doors, windows, lighting and HVAC systems will benefit the Village by saving money and using less energy, ultimately reducing greenhouse gas emissions.

If applicable, how does this project serve as a catalyst for future initiatives?

As stated earlier, the Civic Center is important to the development of the Village's town center and improvements to it will further ensure its inclusion in any development plan. The Civic Center has a large basement and upper floor that could be better utilized if made ADA accessible with the installation of an elevator. This additional improvement would significantly increase the value of the Civic Center to the community. Financial assistance with the items requested in this application will make the expenditure for an elevator more feasible by the Village in the future.

FINANCIAL INFORMATION:

Total Budget of Project:

- Interior Door Replacement (widened w/proper hardware for ADA compliance): \$20,000.00
- Exterior Door Replacement (for energy efficiency): \$80,000.00
- Exterior Window Replacement (for energy efficiency): \$150,000.00
- Replacement of HVAC Unit (for energy efficiency): \$57,000.00
- Reduction of Counter Heights (for ADA compliance): \$20,000.00
- Ramp Construction (for ADA compliance): \$50,000.00
- Automatic Door Actuator (for ADA compliance): \$5,000.00
- Website Upgrades (for ADA compliance): \$7,200.00

Total Budget: \$389,200.00

Detailed cost estimates are being obtained for all items.

Other Funding Sources for Project (list each source and dollar amount separately):

Mayfield Village General Fund: \$139,200.00

Total amount requested of County Council American Rescue Act Dollars:

The maximum grant of \$250,000 is requested.

Since these are one-time dollars, how will the Project be sustained moving forward?

The items requested for funding, once installed, will not need to be replaced for decades. The installation of energy efficient doors, windows, HVAC units and lighting will reduce energy costs, substantially improving the sustainability of the Civic Center.

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0005

Sponsored by: County Executive Ronayne/Department of Public Works	A Resolution authorizing a revenue generating Agreement with the City of Cleveland Heights in the amount not-to-exceed \$600,000.00 for maintenance and repair of storm and sanitary sewers located in County Sewer District No. 17 for the period of 1/1/2023 – 12/31/2023; authorizing the County Executive to execute Agreement No. 2925 and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Public Works recommends a revenue generating Agreement No. 2925 with the City of Cleveland Heights in the amount not-to-exceed \$600,000.00 for maintenance and repair of storm and sanitary sewers located in County Sewer District No. 17 for the period of 1/1/2023 – 12/31/2023; and

WHEREAS, the City of Cleveland Heights desires to retain Cuyahoga County to perform certain services for the City of Cleveland Heights to aid with the maintenance and repair of storm and sanitary sewers located in County Sewer District No. 17; and

WHEREAS, pursuant to R.C. §307.15, a county may contract with any municipal corporation to render any service, on behalf of the municipal corporation; and

WHEREAS, this project is located in County Council District No. 10; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical sewer maintenance and repair services can be provided by Cuyahoga County for the City of Cleveland Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes a revenue generating Agreement No. 2925 with the City of Cleveland Heights in the amount not-to-exceed \$600,000.00 for maintenance and repair of storm and sanitary sewers located in county Sewer District No. 17 for the period of 1/1/2023 – 12/31/2023.

DPW, 2023 City of Cleveland Heights Utility Sewer Maintenance Agreement, revenue generating (\$600,000)

SUMMARY OF REQUESTED ACTION:

A. Scope of Work Summary:

1. Department of Public Works is requesting approval of the annual Sewer Maintenance Utility Agreement between the City of Cleveland Heights and the County of Cuyahoga, in the amount not-to-exceed **\$600,000**. This Utility Sewer Agreement is an update to the previous 2022 Cleveland Heights Sewer Maintenance Agreement (R2022-0009) for \$600,000. The effective dates for this 2023 agreement are 1/1/2023 to 12/31/2023.
 - a. The primary goal is for the County to continue to assist with sanitary and storm sewer maintenance with the City of Cleveland Heights. This is a direct bill revenue generating agreement.
 - b. The location of the project is Cleveland Heights
 - c. The project is in Council District 10.

B. Procurement

1. Identify the original procurement method on contract/purchase
 - a. This is an update to the 2022 Sewer Maintenance Agreement with Cleveland Heights (R2022-0009)
 - b. N/A
 - c. N/A

C. Contractor and Project Information

1. The address is:
 - City of Cleveland Heights
 - 40 Severance Circle
 - Cleveland Heights, Ohio 44118
 - Council District 10
2. N/A

D. Project Status & Planning

1. N/A

E. Funding

1. This is a Revenue Generating Agreement. Funds shall be deposited to **PW715100-5200-SWD1716**.
2. **This is the Sewer District Fund for the City of Cleveland Heights (District 17)**
3. The schedule of payments is by direct bill quarterly invoice.

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	N/A- 2023 Cleveland Heights Utility Sewer Maintenance Agreement
Infor/Lawson PO# Code (if applicable):	N/A
Event #	N/A
CM Contract#	2925

	Department initials	Clerk of the Board
Briefing Memo	AS	<input type="checkbox"/>

Late Submittal Required:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Why is the contract being submitted late?		
What is being done to prevent this from reoccurring?		

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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REVENUE-GENERATING NON-COMPETITIVE RFP Exemptions (Contract) Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form, if purchase over \$5k			AMS	Okay per MH
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	n/a Okay per MH
IG#	Not required for Political Subdivisions per Section 501.19 € (1) of County Code		N/A	n/a Okay per MH
Debarment/Suspension Verified	Date:	11/18/2022	AS	Okay per MH
Auditor’s Finding	Date:	11/18/2022	AS	Okay per MH
Cover - <i>Master contracts only</i>			-	n/a Okay per MH
Contract Evaluation – <i>if required-</i> County is contractor providing services			AS	n/a Okay per MH
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			-	n/a Okay per MH
Checklist Verification			AS	Okay per MH

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	AS
Matrix Law Screen shot	PWD-3200
COI	N/A- not written into contract
Workers’ Compensation Insurance	N/A- not written into contract

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Accounting Units -This is a revenue generating direct bill contract- deposit only

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
1/1/2023-12/31/2023	PW715100	52000	SWD1716	\$600,000
			TOTAL	\$600,000

Contract History CE/AG# (if applicable)	N/A
Infor/Lawson PO# and PO Code (if applicable)	N/A
Lawson RQ# (if applicable)	N/A
CM Contract#	2925

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$600,000		1/1/2023-12/31/2023	TBD	TBD
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$			
Total Amendments		\$			
Total Contact Amount		\$			

Purchasing Use Only:

Prior Resolutions:	n/a
CM#:	2925
Vendor Name:	City of Cleveland Heights
ftp:	Jan. 1, 2023 – Dec. 31, 2023
Amount:	(revenue-generating)
History/CE:	Okay per MH
EL:	n/a
Procurement Notes:	Revenue generating agreement with the City of Cleveland Heights for sanitary and storm maintenance within the city limits ftp 1/1/2023-12/31/2023 in the amount of \$600,000.00

Purchasing Buyer approval: **Okay per MH. 11/22/2022**

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0006

Sponsored by: County Executive Ronayne/Department of Public Works	A Resolution making an award on RQ10886 to Terik Roofing, Inc. in the amount not-to-exceed \$1,143,276.00 for the Cuyahoga County Airport Roof Replacement; authorizing the County Executive to execute Contract No. 2997 and all other documents consistent with said award and this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Public Works/Division of County Engineer recommends an award on RQ10886 to Terik Roofing, Inc. in the amount not-to-exceed \$1,143,276.00 for the Cuyahoga County Airport Roof Replacement; and

WHEREAS, the anticipated start-completion dates are 1/9/2023 – 6/9/2023; and

WHEREAS, the primary goal of this project is to remove existing roof, replace all existing drain assembly and install new roof, drain and plumbing; and

WHEREAS, the project is funded 100% by Capital Improvement Fund; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby makes an award on RQ10886 to Terik Roofing, Inc. in the amount not-to-exceed \$1,143,276.00 for the Cuyahoga County Airport Roof Replacement.

SECTION 2. That the County Executive is authorized to execute Contract No. 2997 and all other documents consistent with said award and this Resolution.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of

FOR NEW PROJECTS SEND NICHOLE THIS FORM AND A BID TAB FROM OPD

OnBase Item Detail Briefing Memo - Form

Title:

The department of Public Works award recommendation for Cuyahoga County Airport Roof Replacement RQ10886 with Terik Roofing Inc.

A. Scope of Work Summary

1. Public Works is requesting approval of a contract with Terik Roofing Inc. for the anticipated cost of \$1,143,276.00 not-to-exceed.

Project is new to the County.

Describe the exact services being provided. The anticipated start-completion dates are This is for roof replacement for the County airport (01/09/2023- 06/09/2023).

2. The primary goals of the project are (list 2 to 3 goals).

The Contractor shall remove existing roof , replace all existing drain assembly and install new roof , drain and plumbing. The work will be done on (2) two roof levels.

3. The project is not mandated.

The project is in Richmond Heights, District 11

B. Procurement

1. The procurement method for this project was RFB. The total value of the RFB is \$1,143,276.00.

2. The RFB was closed on 10.27.2022. There is an SBE of 5%, MBE 16%, and WBE OF 9%.

3. There were #8 bids pulled from OPD, #4 bids submitted for review, #4 bids approved.

C. Contractor and Project Information

1. The address(es) of all vendors and/or contractors is (provide the full address in the following format):

Terik Roofing Inc.
72 Hanna Parkway
Akron, Ohio 44319
Council District 11

2. The President for the contractor is Eric Gelal.

3.a The address or location of the project is: (provide the full address or list the municipality(ies) impacted by the project in the following format):

26300 Curtiss Wright Pkwy
Richmond Heights, Ohio 44143

3.b. The project is located in Council District 11.

D. Project Status and Planning

1. The project is a new to the County.

E. Funding

1. The project is funded 100% by the Capitol Improvement Fund.

2. The schedule of payments is by invoice.

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	10886
Infor/Lawson PO# Code (if applicable):	RFB
Event #	3563
CM Contract#	2997

	Department	Clerk of the Board
Briefing Memo	WB	

Late Submittal Required:	Yes <input type="checkbox"/>	<input checked="" type="checkbox"/> No
Why is the contract being submitted late?		
What is being done to prevent this from reoccurring?		

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	<input checked="" type="checkbox"/> No
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FULL AND OPEN COMPETITION Construction Projects – Buildings Reviewed by Purchasing

	Department initials	Purchasing
Notice of Intent to Award (sent to all responding vendors)	WB	OK AJ 12/22/2022
Bid Specification Packet (<i>includes Legal Notice to Bidders</i>)	WB	OK AJ 12/22/2022
Final DEI Goal Setting Worksheet	WB	OK AJ 12/22/2022
Diversity Documents – <i>if required (goal set)</i>	WB	OK AJ 12/22/2022
Award Letter (sent to awarded vendor)	WB	OK AJ 12/22/2022
Vendor’s Confidential Financial Statement – <i>if RFB requested</i>	N/A	N/A AJ 12/22/2022
Non-Collusion Affidavit	WB	OK AJ 12/22/2022
Public Works Bid Results	On tab sheet	OK AJ 12/22/2022
Tabulation Sheet	WB	OK AJ 12/22/2022
Prevailing Wage Public Improvement Agreement	WB	OK AJ 12/22/2022
Sales and Use Tax Construction Contract Exemption Form, <i>if applicable</i>	WB	OK AJ 12/22/2022
Worktype Worksheets, <i>if applicable</i>	N/A	N/A AJ 12/22/2022
SBE Worktype Worksheets, <i>if applicable</i>	N/A	N/A AJ 12/22/2022
Drug Free Workplace, <i>if applicable</i>	N/A	N/A AJ 12/22/2022
Project of Similar Complexity, <i>if applicable</i>	WB	OK AJ 12/22/2022
EEOC (Equal Employment Opportunity Commission), <i>if applicable</i>	N/A	N/A AJ 12/22/2022
Prevailing Wage Determination Cover Letter (with Prevailing Wage Rate sheets)	See web site	OK AJ 12/22/2022
Other, <i>per those listed in the Project Manual - see: Article 3, Section B. 2. “Bid Proposal Shall Contain the Following</i>	WB	OK AJ 12/22/2022

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

<i>Document; and “Supplements Cuyahoga County Form of Proposal” Hazwaste/Escrow/ccbb/eip/AIA/Elect. signature</i>					
IG#	22-0308 EXP 12/31/26 Terik Roofing, Inc.			WB	OK AJ 12/22/2022
Debarment/Suspension Verified	Date:	12.9.22		WB	OK AJ 12/22/2022 dated within 60 days
Auditor’s Finding	Date:	12.9.22		WB	OK AJ 12/22/2022 dated within 60 days
Vendor’s Submission (<i>Form of Proposal</i>)				WB	OK AJ 12/22/2022
Independent Contractor (I.C.) Requirement	Date:	12.8.22		WB	OK AJ 12/22/2022 dated within 1 year
Contract Evaluation – <i>if required</i>				N/A	N/A AJ 12/22/2022
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.				N/A	N/A AJ 12/22/2022
Checklist Verification				WB	OK AJ 12/22/2022

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	WB
Matrix Law Screen shot	WB
COI	WB
Workers’ Compensation Insurance	WB
Bid Guarantee & Contract Bond	WB

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
N/A	PW600100	55130		\$1,143,276.00
	Activity CFAIR0000301			
			TOTAL	\$1,143,276.00

Purchasing Use Only:

Prior Resolutions:	N/A
CM#	2997
Vendor Name:	Terik Roofing, Inc.
Amount:	\$1,143,276.00

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

History/CE:	OK
EL:	OK
Procurement Notes:	Buyer Review Completed
Purchasing Buyer’s initials and date of approval	AJ 12/22/2022



Department of Purchasing Tabulation Sheet

Approved: *M.A. [Signature]* 12/6/2022
Base bid & Alt #1 only

Transaction ID:

REQUISITION NUMBER: 10886 Event: 3563		TYPE: (RFB/RFP/RFQ): RFB		ESTIMATE: \$1,068,464.00				
CONTRACT PERIOD:		RFB/RFP/RFQ DUE DATE: October 27, 2022		NUMBER OF RESPONSES (issued/submitted): 8/4				
REQUESTING DEPARTMENT: Public Works		COMMODITY DESCRIPTION: Cuyahoga County						
DIVERSITY GOAL/SBE 5%		DIVERSITY GOAL/WBE 16%		DIVERSITY GOAL/WBE 9%				
Does CCBP Apply: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> But No Impact <input type="checkbox"/>		CCBB: Low Non-CCBB Bid \$: \$1,056,046.00		Add 2%, Total is: \$1,077,166.92				
No LL 11/3/22		CCBEIP: Low Non-CCBEIP Bid \$: \$1,056,046.00		Add 2%, Total is: \$1,077,166.92				
Does CCBEIP Apply: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> But No Impact <input type="checkbox"/>		RANGE OF LOWEST BID REC'D \$3,000,000		Minus \$, =				
*PRICE PREFERENCE LOWEST BID REC'D \$1,056,046.00		MAX SBE/MBE/WBE PRICE PREF \$4,140,529.68		DOES PRICE PREFERENCE APPLY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No				
PRICE PREF % & \$ LIMIT(8%) \$64,483.68 (Max \$210,000)				- low bidder is compliant LL - 11/3/22				
Bidder's/ Vendors Name and Address	Bid Bond/ Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: <input type="checkbox"/> Review: <input type="checkbox"/> Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Technical Review	Award (Y/N)
1 Terlik Roofing, Inc. 72 Hanna Parkway Akron, OH 44319	Bid Bond 100% Ohio Farmers Insurance Company	\$1,056,046.00 0 Alt. 1 \$87,230.00 Alt. 2 \$107,120.00	Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Form of Proposal: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Bid Bond: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CCBB: <input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(FHA) Contractor Connection Inc. SBE/MBE 5% (FW) River City Building Solutions, LLC WBE/SBE 9% (FW) Pete and Pete Container Service SBE/WBE 0.55% (MAA) Roma Designs Construction SBE/MBE 16%	Total Bid Including Alternate No. 1: \$1,143,276.00 A. Cover Letter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No B. List of Convictions or Fines <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No C. Project Organization Chart <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No D. Firm's Safety Record <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No E. Firm's Compliance SBE Record <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No F. Firm's Experience <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No G. Firm's Project Management Reports <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No H. Site Visit Photographs <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ** Recommend acceptance of Alternate No. 1 Base Bid: \$ 1,056,046.00 Alt. No. 1: \$ 87,230.00 Total Bid: \$ 1,143,276.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Total %				SBE: 5 % MBE: 16 % WBE: 9.55 %		Contractor has successfully completed work on other County facilities on time and under budget.		

MJR
12/6/2022

<p>Signature: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>Haz-Material Form: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>IG Registration Complete: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>IG Number: # 22-0308- REG</p>	<p>PH: <input checked="" type="checkbox"/> Yes</p>	<p>Actual Bid Amount (enter "N/A" Review: if RFP or RFQ)</p>	<p>Buyer Administrative Review: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	<p>CCBB / CCBEIP Registered</p>	<p>Diversity Program Review: SBE / MBE / WBE</p>	<p>Dept. Technical Review</p>	<p>Award : (Y/N)</p>
<p>Bidder's/ Vendors Name and Address</p>	<p>Bid Bond/ Check</p>	<p>Price Preference</p>	<p>Transaction ID:</p>							

OPD Buyer Initials: CQ		CCBB / CCBEIP Registered		Price Preference		Diversity Program Review: SBE / MBE / WBE		Dept. Technical Review		Award : (Y/N)	
Bidder's/ Vendors Name and Address	Bid Bond/ Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: Buyer Initials	Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Form of Proposal: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Name(s):					
2 Warren Roofing & Insulating Co. 7015 Krick Road	Bid Bond 100% The Cincinnati Insurance	\$1,119,256.00 Alt. 1 \$101,400.00 Alt. 2 \$95,100.00				(MW), Warren Roofing, SBE Prime (FW) Total Roofing SBE/WBE 9%		Total Bid Including Alternate No. 1: \$1,220,656.00 A. Cover Letter <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. List of Convictions or Fines <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C. Project Organization Chart <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No D. Firm's Safety Record <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No E. Firm's Compliance SBE Record <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No F. Firm's Experience <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No G. Firm's Project Management Reports <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No H. Site Visit Photographs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Transaction ID:											
Bidder's/ Vendors Name and Address	Bid Bond/ Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: Buyer Initials	Bid Bond: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CCBB: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A <input type="checkbox"/> N/A	Diversity Program Review: SBE / MBE / WBE			** Recommend acceptance of Alternate No. 1 Base Bid: \$ 1,119,256.00 + Alt. No. 1 \$ 301,400.00 Total Bid: \$ 1,220,656.00		Award : (Y/N)
Walton Hills, OH 44146	Company					SBE/MBE/WBE Prime: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> No					
		Total %			SBE: 5 % MBE: 0 % WBE: 9 %						

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Number: # 22-0080-REG PHI: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No COOP: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A OPD Buyer Initials: CQ							Bidder's/ Vendors Name and Address 3 Industrial First, 25840 Miles Road Bedford Heights, OH 44146	Bid Bond/ Check Bid Bond 100% Fidelity and Deposit Company Maryland	Actual Bid Amount (enter "N/A" if RFP or RFQ \$1,372,172.00 Alt. 1 \$0 Alt. 2 \$106,150.00	Buyer Administrative Review: Buyer Initials Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Form of Proposal: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Bid Bond: <input checked="" type="checkbox"/> Yes	Price Preference <input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB / CCBEIP Registered CCBB <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Diversity Program Review: SBE / MBE / WBE Subcontractor Name(s): No subcontractors SBE/MBE/WBE <input type="checkbox"/> Yes <input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE Prime: (Y/N) <input checked="" type="checkbox"/> No	Dept. Technical Review Total Bid EXCLUDING Alternate No. 1: \$1,371,528.00 A. Cover Letter <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. List of Convictions or Fines <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C. Project Organization Chart <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No D. Firm's Safety Record <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No E. Firm's Compliance SBE Record <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No F. Firm's Experience <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No G. Firm's Project Management Reports <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No H. Site Visit Photographs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ** Recommend acceptance of Alternate No. 1 Base Bid: \$1,371,528.00 (Correct Amount - Bidder's Mathematical mistake) + Alt No. 1: \$_____ N/A Total Bid: \$1,371,528.00	Transaction ID: Award : (Y/N) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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CCBB: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		SBE: 0 % MBE: 0 % WBE: 0 %	
CCBEIP: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		SBE/MBE/WBE Comply: (Y/N) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No LL 11/3/22	
AIA Documents <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		SBE/MBE/WBE No Div 2, Div 3 waiver requested, stated will review upon award. No good faith effort. Owner signature is missing--ss 11/01/2022 No good faith effort documentation provided. LL 11/3/22	
NCA: <input checked="" type="checkbox"/> Yes			
<input type="checkbox"/> No			

Bidder's/ Vendors Name and Address	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Technical Review	Transaction ID: Award
		<input type="checkbox"/> No <input type="checkbox"/> N/A Electronic Signature: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Har-Material Form: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					(Y/N)

4	AW Farrell & Sons 13200 Broadway Ave. Garfield Heights, OH 44125	Bid Bond 100% Western Surety Company c/o CNA Surety	\$1,329,856.00 Alt. 1 \$117,200.00 Alt. 2 \$272,000.00	Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Form of Proposal <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Bid Bond: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CCBB: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A CCBEIP: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A AIA Documents <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A NCA: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Subcontractor Name(s):	No subcontractors listed.	Total Bid Including Alternate No. 1: \$1,447,056.00 A. Cover Letter <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. List of Convictions or Fines <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C. Project Organization Chart <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No D. Firm's Safety Record <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No E. Firm's Compliance SBE Record <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No F. Firm's Experience <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No G. Firm's Project Management Reports <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No H. Site Visit Photographs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ** Recommend acceptance of Alternate No. 1 Base Bid: \$ 1,329,856.00 +Alt. No. 1 \$ 117,200.00 Total Bid: \$ 1,447,056.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
							Subcontractor Name(s):	No subcontractors listed.		
							SBE/WBE/WBE Prime: (Y/N)	<input type="checkbox"/> Yes <input type="checkbox"/> SBE <input type="checkbox"/> IMBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> No		
							Total %	SBE: 0 % MBE: 0 % WBE: 0 %		
							SBE/WBE/WBE Comply: (Y/N)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No LL 11/3/22		
							SBE/WBE/WBE Comments and Initials:	Div 2 Incomplete (missing scope of work, % dollar amount and subcontractor information). Missing Div 3/No good faith effort. -ss 11/1/2022 No good faith effort documentation provided. LL 11/3/22		

Transaction ID:
Award :

Dept. Technical Review

Diversity Program Review:

Price Preference

Buyer Administrative

Actual Bid Amount

Bidder's/
Vendors

Bid Bond/
Check

Name and Address	(enter "N/A" if RFP or RFQ)	Review: OPD Buyer Initials <input type="checkbox"/> No <input type="checkbox"/> N/A Electronic Signature: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Haz-Material Form: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A IG Registration Complete: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IG Number: #N/A PH: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No COOP: <input type="checkbox"/> Yes <input type="checkbox"/> No	Registered	SBE / MBE / WBE	(Y/N)
Bidder's / Vendor Name and	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer	Price Preference	CCBB / CCBEIP Registered
			Diversity Program Review: SBE / MBE / WBE	Dept. Technical Review	Transaction ID: Award : (Y/N)

Address									
Initials	N/A	OPD Buyer	Initials:	CQ					

Transaction ID:

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0007

Sponsored by: County Executive Ronayne/Department of Development	A Resolution making an award on RQ8737 to Lutheran Metropolitan Ministry in the amount not-to-exceed \$735,278.00 for alternative housing and related support services for COVID Recovery for the period 7/1/2022 – 6/30/2023; authorizing the County Executive to execute Contract No. 2729 and all other documents consistent with said award and this Resolution and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Development recommends an award on RQ8737 to Lutheran Metropolitan Ministry in the amount not-to-exceed \$735,278.00 for alternative housing and related support services for COVID Recovery for the period 7/1/2022 – 6/30/2023; and

WHEREAS, the primary goal of this project is to acquire and renovate a minimum of 3 housing units for families leaving homelessness that meet the National Objective as designed by the Department of Housing and Urban Development; and

WHEREAS, this project is funded 100% by Department of Housing and Urban Development - Community Development Block CARES Act Grant Fund; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby makes an award on RQ8737 to Lutheran Metropolitan Ministry in the amount not-to-exceed \$735,278.00 for alternative housing and related support services for COVID Recovery for the period 7/1/2022 – 6/30/2023.

SECTION 2. That the County Executive is authorized to execute Contract No. 2729 and all documents consistent with said award and this Resolution.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health,

and safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the 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.

On a motion by _____, seconded by _____, the foregoing Resolution was duly adopted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

First Reading/Referred to Committee:
Committee(s) Assigned:

Journal _____
_____, 20__

OnBase Item Detail Briefing Memo – Form

Title: Department of Development; RQ#8737; 2022; Lutheran Metropolitan Ministry; Development of Additional Affordable Housing

Scope of Work Summary

Department of Development is requesting approval of an agreement with Lutheran Metropolitan Ministry for the anticipated amount of \$735,278. The project entails the acquisition and renovation of a minimum of 3 housing units for families leaving homelessness that meet the National Objectives as designated by the Department of Housing and Urban Development;

- Providing primary benefit to low- and moderate-income persons;
- Aiding in the elimination of slums and blighting conditions. The criteria used to determine which National Objective is being served is based on information provided by the County Planning Commission's (CPC) 1992, Countywide Slum & Blight Study as updated, and from the 1990 Census Data (low/mod determination).

Funding is conditioned upon the completion and approval of the HUD required environmental review process to ensure that the proposed projects do not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users.

The anticipated start and completion dates are 07/01/2022 – 06/30/2023.

Procurement

The procurement method for this project was RFP. The total value of the RFP is \$25,000,000 and multiple awards were made from this amount with Lutheran Metropolitan Ministries being awarded \$735,278 from the total.

The RFP closed on 02/24/2022. There were 2 proposals submitted for review related to this item in the RFP.

Contractor and Project Information

The address for the vendor is:
Lutheran Metropolitan Ministries
4515 Superior Avenue
Cleveland, Ohio 44103
Maria Foschia is the President and Chief Executive Officer

The location of the project is Cuyahoga County-wide and encompasses all County Council Districts.

Project status and Planning

The project is new to the county will begin 07/01/2022 and end 06/30/2023.

Funding

The project is funded 100% by HUD CDBG-CV3 Funds. The schedule of payments is monthly based on reimbursement requests for expenditures incurred.

OnBase Item Late Submittal - Form

This project has a late submission due to the following:

We were unable to obtain documents related to the RFP in a timely manner from Department sponsoring the RFP. We requested the information on 8/23/2022, 9/8/2022, 10/6/2022 and 10/11/2022. Items were available through a sister contract in Infor on 11/8/2022.

Project/Procurement Start Date (date your team started working on this item)

This was started on 08/23/2022

Date of insurance approval from risk manager Date documents were requested from vendor

Items were requested and received from the vendor on 08/24/2022. Risk Manager approved Insurance on 08/25/2022

Date item was entered and released in Infor

Item was released 11/22/2022.

Date using department approved item in Infor

Item was approved 11/22/2022.

Date Law Department approved item in Infor

Date approved by DoP in Infor

Length of processing time in Infor in calendar days. Detail any issues that arose during

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	8737
Infor/Lawson PO# Code (if applicable):	RFP
Event #	2414
CM Contract#	2729

	Department initials	Clerk of the Board
Briefing Memo	CF	<input type="checkbox"/>

Late Submittal Required:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Why is the contract being submitted late?		
What is being done to prevent this from reoccurring?		

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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FULL AND OPEN COMPETITION			
Formal RFP			
Reviewed by Purchasing			
		Department initials	Purchasing
Notice of Intent to Award (sent to all responding vendors)		CF	OK Jgas 11/30/22
Bid Specification Packet		CF	OK Jgas 11/30/22
Final DEI Goal Setting Worksheet		CF	OK Jgas 11/30/22
Diversity Documents – <i>if required (goal set)</i>		CF	N/A
Award Letter (sent to awarded vendor)		CF	OK Jgas 11/30/22
Vendor’s Confidential Financial Statement – <i>if RFP requested</i>		N/A	N/A
Tabulation Sheet		CF	
Evaluation with Scoring Summary (<i>Names of evaluators to be included, must have minimum of three evaluators</i>).		CF	OK Jgas 11/30/22
IG#	21-0372-REG 31DEC2025	CF	OK Jgas 11/30/22
Debarment/Suspension Verified	Date: 11/8/2022	CF	OK Jgas 11/30/22
Auditor’s Finding	Date: 11/1/2022	CF	OK Jgas 11/30/22
Vendor’s Submission		CF	OK Jgas 11/30/22
Independent Contractor (I.C.) Requirement	Date: 11/8/2022	CF	OK Jgas 11/30/22
Cover - <i>Master contracts only</i> Lutheran Metropolitan Ministry 34-1043756 4515 Superior Avenue Cleveland, Ohio 44103 Maria Foschia 216-696-2715		N/A	N/A
Contract Evaluation – <i>if required</i>		CF	OK Jgas 11/30/22
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.		N/A	N/A
Checklist Verification		CF	OK Jgas 11/30/22

Other documentation may be required depending upon your specific item

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	CF
Matrix Law Screen shot	CF
COI	CF
Workers’ Compensation Insurance	CF
Performance Bond, if required per RFP	N/A

CONTRACT SPENDING PLAN

Time Period	Accounting Unit	Account	Activity	Account Category or Subaccount	Amount
7/1/2022-12/31/2022	DV220185	55130	DV20-CDBG-CV3		\$0.00
1/1/2023-6/30/2023	DV220185	55130	DV20-CDBG-CV3		\$735,278.00
			TOTAL		\$735,278.00

CONTRACT HISTORY (to be completed by department)

CE/AG# (if applicable)		N/A			
Infor/Lawson PO# and PO Code (if applicable)		200385 - AMND			
Lawson RQ# (if applicable)		39540			
CM Contract#		CM 538			
	Original Amount	Amendment Amount	Original Time Period & End Date/ Amended End Date	Approval Date	Approval #
Original Amount	950,780.24		1/1/2018 - 12/31/2021	1/26/2021	R2021-0031
	Prior Amendment Amounts (list separately)	\$			
		\$			
		\$			
	Pending Amendment	\$			
	Total Amendments	\$			

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Total Contact Amount	\$				
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PURCHASING USE ONLY

Prior Resolutions	R2021-0031 dated 1/26/2021
CM#:	2729
Vendor Name:	Lutheran Metropolitan Ministry
ftp:	7/1/2022 - 6/30/2023
Amount:	735,278.00
History/CE:	CM 538
EL:	OK
Procurement Notes:	Department of Development is requesting approval of an agreement with Lutheran Metropolitan Ministry for the anticipated amount of \$735,278. The project entails the acquisition and renovation of a minimum of 3 housing units for families leaving homelessness. The procurement method for this project was RFP. The total value of the RFP is \$25,000,000 and multiple awards were made from this amount with Lutheran Metropolitan Ministries being awarded \$735,278 from the total. The project is new to the county will begin 07/01/2022 and end 06/30/2023. The project is funded 100% by HUD CDBG-CV3 Funds. This is for future year expenditure for year 2023.
Purchasing Buyer’s initials and date of approval	OK Jgas 11/30/22



Department of Purchasing Tabulation Sheet

REQUISITION NUMBER: 8737	TYPE: (RFB/RFP/RFQ): RFP	ESTIMATE: \$25,000,000.00
CONTRACT PERIOD:	RFB/RFP/RFQ DUE DATE: February 24, 2022	NUMBER OF RESPONSES (issued/submitted): 59/18
REQUESTING DEPARTMENT: Department of Health and Human Services	COMMODITY DESCRIPTION:	
DIVERSITY GOAL/SBE 0%	DIVERSITY GOAL/MBE 0%	DIVERSITY GOAL/WBE 0%

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
1. Burten, Bell, Carr Development Inc 7201 Kinsman Rd Suite #104 Cleveland OH 44104			Compliant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> Yes IG Number: 21-0219 NCA: <input checked="" type="checkbox"/> No PH: <input checked="" type="checkbox"/> Yes COOP: <input checked="" type="checkbox"/> N/A – Form was not returned	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Transaction ID:

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
			OPD Buyer Initials: TN					

2.	CHN Housing Partners 2999 Payne Ave 3 rd Fl Cleveland OH 44114		Buyer Administrative Review: OPD Buyer Initials Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> Yes IG Number: 12-0883 NCA: <input checked="" type="checkbox"/> Yes PH: <input checked="" type="checkbox"/> Yes COOP: <input checked="" type="checkbox"/> No OPD Buyer Initials: TN	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
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Transaction ID:

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
3. Collaborative to End Human Trafficking 24600 Center Ridge Rd, Suite #225 Cleveland OH 44145			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes IG Number: **NEED NCA: <input checked="" type="checkbox"/> Yes PH: <input checked="" type="checkbox"/> Yes COOP: <input checked="" type="checkbox"/> No OPD Buyer Initials: TN	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
4. Community Housing Solutions 12114 Larchmere Blvd Cleveland OH 44120			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Transaction ID:

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
7. Family Promise of Greater Cleveland 3470 E 152 nd St Cleveland OH 44120			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Number: 21-0008 NCA: <input checked="" type="checkbox"/> Yes PH: <input checked="" type="checkbox"/> Yes COOP: <input checked="" type="checkbox"/> No OPD Buyer Initials: TN	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
8. The Haven Home 6114 Francis Ave Cleveland OH 44127			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Transaction ID:

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
11. Lutheran Metropolitan Ministry 4515 Superior Ave Cleveland OH 44103			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> Yes IG Number: 21-0372 NCA: <input checked="" type="checkbox"/> Yes PH: <input checked="" type="checkbox"/> Yes COOP: <input checked="" type="checkbox"/> No OPD Buyer Initials: TN	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
12. Mental Health Services for Homeless Persons dba Frontline Service 1744 Payne Ave Cleveland OH 44114			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Transaction ID:

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
			IG Number: 12-1897 NCA: <input checked="" type="checkbox"/> Yes PH: <input checked="" type="checkbox"/> Yes COOP: <input checked="" type="checkbox"/> No OPD Buyer Initials: TN					

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
13. The Metanoia Project P O Box 770792 Cleveland OH 44107			Compliant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> No IG Number: **NEED NCA: <input checked="" type="checkbox"/> No PH: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Transaction ID:

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)					
			COOP: <input checked="" type="checkbox"/> No OPD Buyer Initials: TN										

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)					
14. Stella Maris Inc 1320 Washington Ave Cleveland OH 44113			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> Yes IG Number: 12-2611 NCA: <input checked="" type="checkbox"/> Yes PH: <input checked="" type="checkbox"/> Yes COOP: <input checked="" type="checkbox"/> N/A OPD Buyer Initials: TN	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No					

Transaction ID:

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
15. Union Miles Development Corp 4127 East 131 st St, Suite 100 Cleveland OH 44105			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes IG Number: **NEED NCA: <input checked="" type="checkbox"/> Yes PH: <input checked="" type="checkbox"/> No COOP: <input checked="" type="checkbox"/> No OPD Buyer Initials: TN	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
16. West Side Catholic Center 3135 Lorain Ave Cleveland OH 44113			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Number:	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Transaction ID:

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
			12-2979 NCA: <input checked="" type="checkbox"/> Yes PH: <input checked="" type="checkbox"/> Yes COOP: <input checked="" type="checkbox"/> Yes OPD Buyer Initials: TN					

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
17. YMCA of Greater Cleveland 1801 Superior Ave, Suite #130 Cleveland OH 44114			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> Yes IG Number: 20-0157 NCA: <input checked="" type="checkbox"/> Yes PH: <input checked="" type="checkbox"/> Yes COOP: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Transaction ID:

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
			OPD Buyer Initials: TN					

Bidder's / Vendors Name and Address	Bid Bond / Check	Actual Bid Amount (enter "N/A" if RFP or RFQ)	Buyer Administrative Review: OPD Buyer Initials	Price Preference	CCBB / CCBEIP Registered	Diversity Program Review: SBE / MBE / WBE	Dept. Tech. Review	Award: (Y/N)
18. YWCA of Greater Cleveland 4019 Prospect Ave Cleveland OH 44103			Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IG Registration Complete: <input checked="" type="checkbox"/> Yes IG Number: 12-3784 NCA: <input checked="" type="checkbox"/> Yes PH: <input checked="" type="checkbox"/> Yes COOP: <input checked="" type="checkbox"/> Yes OPD Buyer Initials: TN	<input type="checkbox"/> Yes <input type="checkbox"/> No	CCBB <input type="checkbox"/> Yes <input type="checkbox"/> No CCBEIP <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Transaction ID:

CONTRACT EVALUATION FORM

Contractor	Lutheran Metropolitan Ministry (LMM)				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	CM 538 CE1700302-01				
RQ#	CF- 17-39540				
Time Period of Original Contract	01/01/18 - 12/31/18				
Background Statement	Lutheran Metropolitan Ministry has been providing services to Cleveland's most vulnerable residents for 38 years. They offer an independent living program for hard-to-place older youth, providing educational/vocational assistance, daily living skills, job readiness and employment and relationship skills to prepare youth for a successful transition to community living.				
Service Description	LMM provides a safe, stable, quality residential environment for children placed in their care. DCFS works closely with LMM to monitor the progress and care of the children placed at this facility.				
Performance Indicators	1) quality of the program, which includes the assessment of a safe environment, quality of services provided, and appropriate length of stay; 2) observation of the quality of administrative functions, including submission of required reporting, timely reporting of incidents, level of communication as reported by resource managers and workers of record; 3) the number and percentage of children who experience indicated/substantiated reports of abuse/neglect 4) provider responsibilities and deliverables outlined in the contract				
Actual Performance versus performance indicators (include statistics):	Reports from DCFS staff who conduct regular visits and provide case management services for youth placed at this site indicate that Lutheran Metropolitan Ministry provides a safe, quality environment. There have been no reports of abuse or neglect. The provider has met all expectations outlined in the contract.				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			

Justification of Rating	Lutheran Metropolitan Ministry has maintained a high level of quality based on reports from the resource managers bi-monthly visits; communicates as needed with the case manager of record and has no reports of abuse or neglect.
Department Contact	David Gray
User Department	Cuyahoga County Division of Children and Family Services
Date	8/2/2021

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0008

<p>Sponsored by: County Executive Ronayne/Department of Workforce Development, in partnership with City of Cleveland/Cuyahoga County Workforce Development Board and Department of Health and Human Services/Cuyahoga County Job and Family Services</p>	<p>A Resolution authorizing an amendment to Contract No. 652 with Youth Opportunities Unlimited for operation of the Youth Resource Center for the Comprehensive Case Management and Employment Program-Employment, Education and Training services for Young Adults in connection with the Workforce Innovation and Opportunity Act for the period 7/1/2019 – 6/30/2022 to extend the time period to 6/30/2023 and for additional funds in the amount not-to-exceed \$850,000.00; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive/Department of Workforce Development, in partnership with City of Cleveland/Cuyahoga County Workforce Development Board and Department of Health and Human Services/Cuyahoga County Job and Family Services recommends an amendment to Contract No. 652 with Youth Opportunities Unlimited for operation of the Youth Resource Center for the Comprehensive Case Management and Employment Program-Employment, Education and Training services for Young Adults in connection with Workforce Innovation and Opportunity Act for the period 7/1/2019 – 6/30/2022 to extend the time period to 6/30/2023 and for additional funds in the amount not-to-exceed \$850,000.00; and

WHEREAS, the primary goal of this amendment is to continue provide a comprehensive case management and employment program for youth; and

WHEREAS, the project is funded by 50% Workforce Innovation & Opportunity Act (WIOA) fund and 50% Temporary Assistance to Needy Families (TANF) fund; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes an amendment to Contract No. 652 with Youth Opportunities Unlimited for operation of the Youth Resource Center for the Comprehensive Case Management and Employment Program-Employment, Education and Training services for Young Adults in connection with Workforce Innovation and Opportunity Act for the period 7/1/2019 – 6/30/2022 to extend the time period to 6/30/2023 and for additional funds in the amount not-to-exceed \$850,000.00.

SECTION 2. That the County Executive is authorized to execute the amendment and all other documents consistent with this Resolution. To the extent that any exemptions are necessary under the County Code and contracting procedures, they shall be deemed approved by the adoption of this Resolution.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the 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.

On a motion by _____, seconded by _____, the foregoing Resolution was duly adopted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

First Reading/Referred to Committee:
Committee(s) Assigned:

Journal _____
_____, 20____

Detail Briefing Memo

**Department of Workforce Development; RQ# 44122; Youth Opportunities Unlimited;
Request for Amendment; Comprehensive Case Management and Employment
Program**

A. Scope of Work Summary

1. Department of Workforce Development is requesting Amendment #5 to Contract No. 652 with Youth Opportunities Unlimited for youth workforce development services in an amount not-to-exceed \$850,000.00 through 6.30.23.

Youth Opportunities Unlimited will provide services to youth (ages 14-24) through operation of the Young Adult Resource Center (YRC). This program focuses on CCMEP eligibility determination, assessment, and referral to CCMEP Providers, outreach and information about available workforce services for youth, barrier removal and educational modules available to YRC participants

This amendment will be for a contract previously approved 06/25/2019 –R2019-0140; 7/21/2020 – R2020-0145; 4/26/2021 – BC2021-188; and 7/5/2022 BOC Item No. 3

2. The primary goals of the project are to meet the State goals for: Education, training or employment at exit; Education, training or employment 2nd qtr. after exit; Education, training or employment 4th qtr. after exit; and Credential attainment rate. The YRC is the first step toward service provider selection and

B. Procurement

1. The procurement method for the original contract was RFP. The total value of the RFP was \$9,761,815.

2. The RFP was closed on 01/11/2019.

3. There were eight bids pulled from OPD, eight reviewed and five approved.

C. Contractor and Project Information

1. Youth Opportunities Unlimited

The Halle Building
1228 Euclid Ave. Ste 200
Cleveland, OH 44115

2. Craig Dorn, President & CEO

3. This project is open to youth through all of Cuyahoga County

D. Project Status and Planning

The YOU team has planned for the recruitment and registration based on past experience with this project and implemented services at the beginning of the contract 07/01/2019.

E. Funding

1. The amendment funding is 50% WIOA funded and 50% TANF funded with payments scheduled monthly as invoices received from contractor
2. This is the fifth and final amendment to this contract. This amendment adds funding for the project to 06/30/2023.

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	44122
Buyspeed RQ# (if applicable):	44122
Infor/Lawson PO# Code (if applicable):	CE1900246-01, 02
CM Contract#	652

Youth Opportunities Unlimited (YRC)	Department	Clerk of the Board
Briefing Memo	MK	

Late Submittal Required:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Why is the amendment being submitted late?		
What is being done to prevent this from reoccurring?		

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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Contract Amendments Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form			MK	ok
IG#	20-0365 – 12.31.2024		MK	ok
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	n/a going to boc
Debarment/Suspension Verified	Date:	9.26.22	MK	ok
Auditor's Finding	Date:	9.26.22	MK	ok
Independent Contractor (I.C.) Requirement	Date:	5.18.22	Already submitted	ok
Cover - <i>Master amendments only</i>			N/A	n/a
Contract Evaluation			MK	ok
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			N/A	n/a
Checklist Verification			MK	ok

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	MK
Matrix Law Screen shot	MK
COI	MK
Workers' Compensation Insurance	MK
Original Executed Contract (containing insurance terms) & all executed amendments	MK

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
7/1/2022 – 12/31/2022	HS260100	55130	UCH08301	\$142,000.00
7/1/2022 – 12/31/2022	WF365100	55130	WF-CCMEP	\$121,000.00
1/1/2023 – 6/30/2023	HS260100	55130	UCH08301	\$283,000.00
1/1/2023 – 6/30/2023	WF365100	55130	WF-CCMEP	\$304,000.00
			TOTAL	\$850,000.00

Contract History CE/AG# (if applicable)	CE1900246-01, 02
Infor/Lawson PO# Code (if applicable)	44122
Lawson RQ# (if applicable)	44122
CM Contract#	652

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$950,000.00		7.01.19 to 6.30.21	6.25.2019	R2019-0140
Prior Amendment Amounts (list separately)		\$369,294.00	7.01.19 to 6.30.21	7.21.2020	R2020-0145
		\$313,329.00	7.01.19 to 6.30.21	3.29.2021	BC2021-138
		\$968,640.00	7.01.21 to 6.30.22	7.28.2021	R2021-0188
		0	07.01.22 to 06.30.23	10.11.22	BC2022-600
Pending Amendment		\$850,000.00	Effective upon sig of all parties-6.30.2023		
Total Amendments		\$2,501,263.00			
Total Contact Amount		\$3,451,263.00			

Purchasing Use Only:

Prior Resolutions:	R2019-0140, R2020-0145, BC2021-138, R2021-0188, BC2022-600
Amend:	Amend 5
Vendor Name:	Youth Opportunities Unlimited
ftp:	Effective upon sig of all parties-6.30.2023
Amount:	Additional \$850,000.00
History/CE:	Ok
EL:	Ok
Procurement Notes:	Buyer review completed
Purchasing Buyer's initials and date of approval	Ok lz 11.29.2022

CONTRACT EVALUATION FORM

Contractor	Youth Opportunities Unlimited				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	CE1900246 CM 652				
RQ#	44122				
Time Period of Original Contract	7/1/19-6/30/21				
Background Statement	The Cleveland/Cuyahoga Workforce Development Board (OMJCC) provides workforce services to youth and young adults as part of the Comprehensive Case Management Employment Program (CCMEP) established by the state of Ohio. The services will help participants find self-sufficient employment and progress along career paths through employment, education and training.				
Service Description	The Young Adult Resource Center (YRC) provides eligibility and assessment determinations for OWF-required participants and voluntary participants. YRC Staff work with CCMEP participants to select a service provider and to remove barriers participants may face before enrollment in the CCMEP Program. The YRC also houses a Computer Lab and a variety of web-based learning modules and hosts career exploratory workshops.				
Performance Indicators	<ul style="list-style-type: none"> • Unique visitors: Goal 1,000 • Activities: Goal 700 • Assessment: Goal 420 • Referrals: Goal 315 				
Actual Performance versus performance indicators (include statistics):	<ul style="list-style-type: none"> • Unique visitors: 1011 • Activities: 700 • Assessment: 329 • Referrals: 308 				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)			X		
Justification of Rating	Provider is meeting expectations of program. We are asking for more community-based services and better utilization of full capacity.				

Department Contact	Mary Kelley
User Department	Workforce Development
Date	10.15.22

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0009

<p>Sponsored by: County Executive Ronayne/Department of Information Technology</p>	<p>A Resolution authorizing an amendment to Contract No. 3027 (fka Contract No. 1179) with Service Express, Inc. for enterprise hardware maintenance and support services at various County locations for the period 1/1/2020 – 12/31/2025 for additional funds in the amount not-to-exceed \$924,426.74; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive/Department of Information Technology recommends an amendment to Contract No. 3027 (fka Contract No. 1179) with Service Express, Inc. for enterprise hardware maintenance and support services at various County locations for the period 1/1/2020 – 12/31/2025 for additional funds in the amount not-to-exceed \$924,426.74; and

WHEREAS, the primary goal of the amendment is to continue maintenance, installations, and special project activity for multiple County locations; and

WHEREAS, the project is funded 100% by the General Fund; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes an amendment to Contract No. 3027 (fka Contract No. 1179) with Service Express, Inc. for enterprise hardware maintenance and support services at various County locations for the period 1/1/2020 – 12/31/2025 for additional funds in the amount not-to-exceed \$924,426.74.

SECTION 2. That the County Executive is authorized to execute the amendment and all documents consistent with this Resolution. To the extent that any exemptions are necessary under the County Code and contracting procedures, they shall be deemed approved by the adoption of this Resolution.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the 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.

On a motion by _____, seconded by _____, the foregoing Resolution was duly adopted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

First Reading/Referred to Committee:

Committee(s) Assigned:

Journal _____
_____, 20__

OnBase Item Detail Briefing Memo - Form

Title:

Dept. of Information Technology; NA; 2023-2025; Service Express; Contract 2nd Amendment; Enterprise Hardware Maintenance & Support Services

A. Scope of Work Summary

1. Dept of IT requesting approval of a contract 2nd amendment with Service Express to add funding in the amount of \$924,426.74 for the contract 3 year term 1/1/2023 thru 12/31/2025.

Project is not new to the; prior Board Approval Numbers BC2020-25; BC2022-647 for Enterprise Hardware Maintenance and support services at various County locations.

2. The primary goals of the project are (list 2 to 3 goals).

1. Standard maintenance, special project activity for multiple County locations
2. Installations, inventory maintenance, support teams

3. **NA** The project is mandated by (provide the ORC statute with section numbers, Cuyahoga County Charter, etc).

4. (When applicable) Technology Items - If the request is for the purchase of software or technical equipment:

a) Please state the date of TAC Approval NA 2nd amendment for additional funds

b) Are the purchases compatible with the new ERP system?

c) Is the item ERP approved

d) Are the services covered by the original ERP budget

B. Procurement

1. The original procurement method was award on RFP 45654 for amount not exceed \$172,191.59 for the period 1/1/2020 thru 12/31/2022 for Enterprise Hardware Maintenance. Subsequent 1st amendment to extend for three years thru 12/31/2025 and for the amount of \$319,000.00 was approved BC2022-647 on 10/31/2022.

C. Contractor and Project Information

1. The address all vendor is:

3854 Broadmoor Avenue SE

Grand Rapids, MI 49512

2. The CEO is Ron Alvesteffer for the contractor/vendor.

D. Project Status and Planning

1. The project is an extension of the existing project.

E. Funding

1. The project is funded 100% by the General Fund.

2. The schedule of payments is by invoice.

3. The project is an amendment to a contract. This amendment adds funding in the amount of \$924,426.74 for the contract period 1/1/2023 thru 12/31/2025.

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	na
Buyspeed RQ# (if applicable):	45654
Infor/Lawson PO# Code (if applicable):	AMND
CM Contract#	3027 (fka CM#1179 /CE2000488) Service Express LLC 2 nd Amendment

	Department	Clerk of the Board
Briefing Memo	mn	

Late Submittal Required:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Why is the amendment being submitted late?	na	
What is being done to prevent this from reoccurring?	na	

TAC or CTO Required or authorized IT Standard	Yes TAC Form	No <input type="checkbox"/>
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Contract Amendments Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form			mn	OK
IG#	12-2497-REG 31DEC2024		mn	OK
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:	10/20/2022	mn	Attached (not required for this action)
Debarment/Suspension Verified	Date:	12/5/2022	mn	OK
Auditor's Finding	Date:	12/5/2022	mn	OK
Independent Contractor (I.C.) Requirement	Date:	10/20/2022	mn	OK
Cover - <i>Master amendments only</i>			na	OK
Contract Evaluation			mn	OK
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			mn	CTO approval
Checklist Verification			mn	OK

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	mn
Matrix Law Screen shot	mn
COI	mn
Workers' Compensation Insurance	mn
Original Executed Contract (containing insurance terms) & all executed amendments	mn

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
01/01/2023 – 12/31/2023 <i>Effective Date – 12/31/2023</i>	IT100140	55130		\$293,236.60
01/01/2024 – 12/31/2024	IT100140	55130		\$307,897.63
01/01/20245– 12/31/2025	IT100140	55130		\$323,292.51
			TOTAL	\$924,426.74

Contract History CE/AG# (if applicable)	fka CM# 1179 (CE2000488-01)
Infor/Lawson PO# Code (if applicable)	AMND
Lawson RQ# (if applicable)	na
CM Contract#	3027 Service Express LLC 2nd Amendment

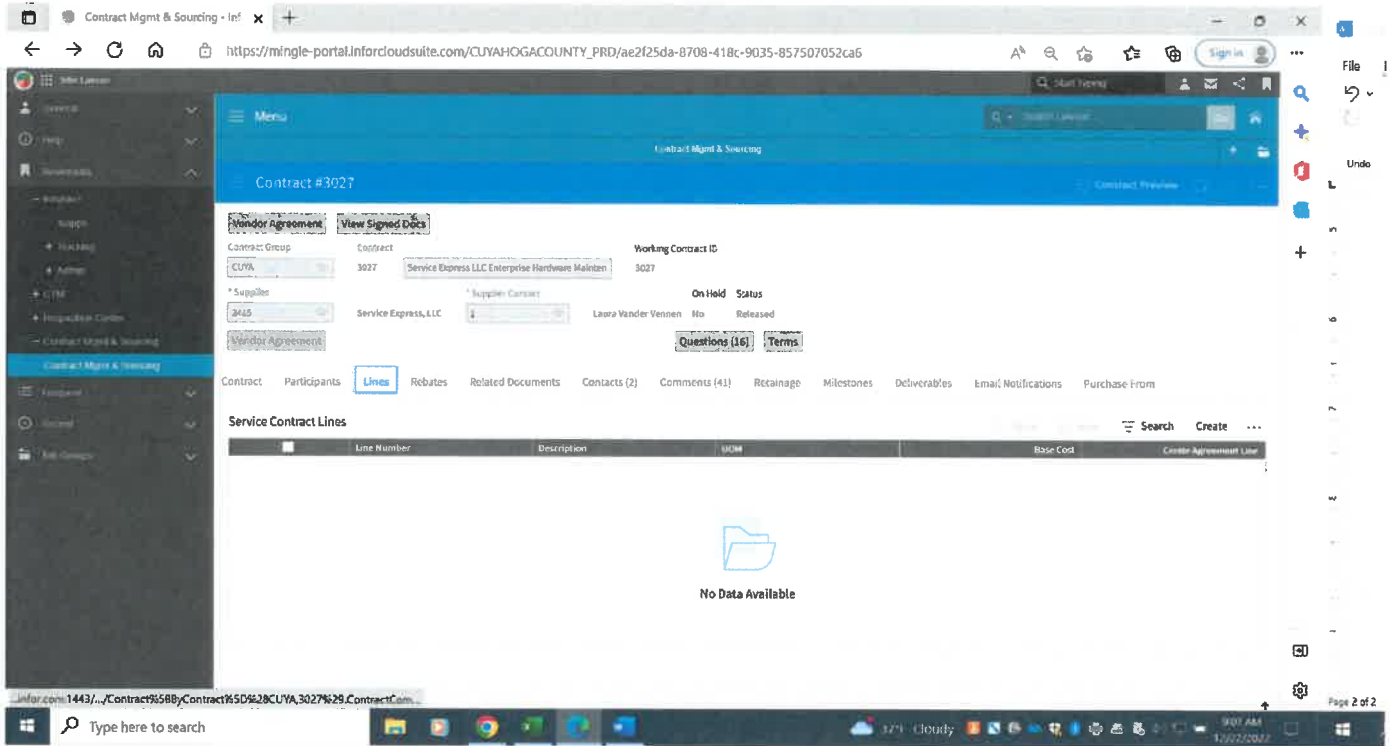
	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$172,191.59		1/1/2020-12/31/2022	1/13/2020	BC2020-25
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$319,000.00	12/31/2025	10/31/2022	BC2022-647
Pending Amendment		\$924,426.74	12/31/2025		
Total Amendments		\$1,243,426.74			
Total Contact Amount		\$1,415,618.33			

Purchasing Use Only:

Prior Resolutions:	BC2022-647, BC2020-25
Amend:	3027
Vendor Name:	Service Express, LLC
ftp:	1/1/2020-12/31/2025, effective as of the latest date of signature of the parties
Amount:	Add'l \$924,426.74mm
History/CE:	OK
EL:	OK
Procurement Notes:	12/22/2022: CM1179 has been closed; 2023 budget – line will need to be entered upon Council approval. It may need disapproved in order for department to enter line.
Purchasing Buyer's initials and date of approval	OK, ssp 12/22/2022

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor



CONTRACT EVALUATION FORM

Contractor	Service Express				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	CE2000488-01				
RQ#	45654				
Time Period of Original Contract	1/1/2020 – 12/31/2025				
Background Statement	Award on RQ#45654 approved 1/13/2020 BC2020-25 for enterprise hardware maintenance and support services at various County locations.				
Service Description	Standard maintenance, special project activity for multiple County locations; installations, inventory maintenance, support teams				
Performance Indicators	Provide enterprise hardware support for county locations; special projects include separate statements of work.				
Actual Performance versus performance indicators (include statistics):	Vendor has been inclusive and responsive on special projects; maintenance is completed as scheduled.				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	Support and maintenance have met the contractual agreement.				
Department Contact	Jeanelle Greene				
User Department	Dept. of IT				
Date	10/13/2022				

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0010

Sponsored by: County Executive Ronayne/Department of Information Technology	A Resolution authorizing a contract with Environmental Systems Research Institute, Inc. in the amount not-to-exceed \$1,000,000.00 for subscription and technical support services for the GeoSpatial Data Infrastructure Program, effective upon contact signature of all parties, for a period of 3 years; authorizing the County Executive to execute Contract No. 2933 and all other documents consistent with this Resolution and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Information Technology recommends entering into a contract with Environmental Systems Research Institute, Inc. in the amount not-to-exceed \$1,000,000.00 for subscription and technical support services for the GeoSpatial Data Infrastructure Program, effective upon contact signature of all parties, for a period of 3 years; and

WHEREAS, the primary goals of this project are to (a) create accurate geospatial information in support of Next Generation 9-1-1, (b) create an authoritative county address dataset for PSAPs and CAD, (c) software tools, service, support, sharing and collaborations with county municipalities; and

WHEREAS, this project is funded 100% the General Fund - American Rescue Plan Act (ARPA) Revenue Replacement/Provision of Government Services; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes a contract with Environmental Systems Research Institute, Inc. in the amount not-to-exceed \$1,000,000.00 for subscription and technical support services for the GeoSpatial Data Infrastructure Program, effective upon contact signature of all parties, for a period of 3 years.

First Reading/Referred to Committee:
Committee(s) Assigned:

Journal _____
_____, 20__

OnBase Item Detail Briefing Memo - Form

Title:

Department of Information Technology; Environmental Systems Research (ERSI) Inc.; New Contract; GeoSpatial Data Infrastructure Program.

A. Scope of Work Summary

1. Department of IT requesting approval of a new contract for geospatial information services in support of Cuyahoga County Public Safety Answering Points (PSAPs), Computer Aided Dispatch (CAD) for NextGen9-1-1 system for the amount \$890,852.50, and not to exceed \$1,000,000.00. The contract is for a 3 year period from date of execution. This is a new project for the county.

2. The primary goals of the project are (list 2 to 3 goals):

1. Create accurate geospatial information in support of Next Generation 9-1-1.
2. Create an authoritative county address dataset for PSAPs and CAD.
3. Software tools, service and support for the project.
4. Sharing and collaborations with county municipalities.

3. **NA***(When applicable)* The project is mandated by (provide the ORC statute with section numbers, Cuyahoga County Charter, etc).

4. **NA** (When applicable) Technology Items - If the request is for the purchase of software or technical equipment: IT Standard

a) Please state the date of TAC Approval-NA 5th amendment – IT Standard

b) Are the purchases compatible with the new ERP system? yes

c) Is the item ERP approved yes

d) Are the services covered by the original ERP budget NA

B. Procurement

1. There is a request for RFP Exemption; ESRI software and technology is the Cuyahoga County standard for GIS, mapping services.

C. Contractor and Project Information

1. The address of vendor is:

Environmental Systems Research Institute Inc.

380 New York Street

Redlands, CA 92373

2. The Regional Manager for the vendor is Frank Baxter.

D. Project Status and Planning

1. The project is a new project.

E. Funding

1. The project is funded 100% by ARPA Funding.

2. The schedule of payments is by invoice.

Department of Purchasing – Required Documents Checklist

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Infor/Lawson RQ#:	NA
Infor/Lawson PO # Code (if applicable):	EXMT
CM Contract#	2933 Environmental Systems Research Institute Inc (ESRI) New

	Department initials	Clerk of the Board
Briefing Memo	mn	<input type="checkbox"/>

Late Submittal Required:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Why is the contract being submitted late?	mn	
What is being done to prevent this from reoccurring?	mn	

TAC or CTO Required or authorized IT Standard	Yes <input checked="" type="checkbox"/> IT Standard GIS mapping services pgs 4, 26, 27, 28	No <input type="checkbox"/>
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OTHER THAN FULL AND OPEN COMPETITION RFP Exemptions (Contract) Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form			mn	OK (revised attached 12/2/2022)
IG#	21-0083 REG 31DEC2025		mn	OK
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:	10/10/2022	mn	Attached (not required for this action)
Debarment/Suspension Verified	Date:	11/18/2022	mn	OK
Auditor’s Finding	Date:	11/18/2022	mn	OK
Vendor’s Submission			mn	OK
Independent Contractor (I.C.) Requirement	Date:	10/10/2022	mn	OK
Cover - <i>Master contracts only</i>			na	OK
Contract Evaluation – <i>if required</i>				N/A
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			mn	OK (page 26)
Checklist Verification			mn	OK

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

OTHER THAN FULL AND OPEN COMPETITION RFP Exemptions (Contract) Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	mn
Matrix Law Screen shot	mn

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

COI	mn
Workers’ Compensation Insurance	mn

REVISED Accounting Units, per revised checklist uploaded 12/5/2022

(Department of Purchasing note: negatives not permitted for contract cover, will be shown as total NTE amount for \$1,000,000.00 and 2026 for \$109,147.50)

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
EXECUTION – 12/31/2023	FS100500	54300	FS-21-ARP-LFRF	\$247,266.50
1/1/202 – 12/31/2024	FS100500	54300	FS-21-ARP-LFRF	\$288,198.00
1/1/2025 – 12/31/2025	FS100500	54300	FS-21-ARP-LFRF	\$355,388.00
01/01/2026 – 01/??/2026	FS100500	54300	FS-21-ARP-LFRF	(\$109,147.50)
			TOTAL	-\$890,852.50
			TOTAL - NTE	(\$1,000,000.00)

REVISED Accounting Units, per revised checklist uploaded 12/2/2022 (2nd submission)

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
EXECUTION – 12/31/2023	FS100500	54300	FS-21-ARP-LFRF	\$247,266.50
1/1/202 – 12/31/2024	FS100500	54300	FS-21-ARP-LFRF	\$288,198.00
1/1/2025 – 12/31/2025	FS100500	54300	FS-21-ARP-LFRF	\$355,388.00
01/01/2026 – 01/??/2026	FS100500	54300	FS-21-ARP-LFRF	\$0.00
			TOTAL	\$890,852.50

REVISED Accounting Units, per revised checklist uploaded 12/2/2022

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
1/1/2023 – 12/31/2023	FS100500	54300	FS-21-ARP-LFRF	\$247,266.50
1/1/2024 – 12/31/2024	FS100500	54300	FS-21-ARP-LFRF	\$288,198.00
1/1/2025 – 12/31/2025	FS100500	54300	FS-21-ARP-LFRF	\$355,388.00
	-	-	-	-
	-	-	TOTAL	-\$890,852.50

Accounting Units

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
1/1/2023—12/31/2023	FS100500	54300	FS-21-ARP-LFRF	\$260,569.00
1/1/2024—12/31/2024	FS100500	54300	FS-21-ARP-LFRF	\$313,333.00
1/1/2025—12/31/2025	FS100500	54300	FS-21-ARP-LFRF	\$405,658.00
-	-	-	-	-
-	-	-	TOTAL	-\$979,560.00

Contract History CE/AG# (if applicable)	na
Infor/Lawson PO# and PO Code (if applicable)	EXMT
Lawson RQ# (if applicable)	na
CM Contract#	2933 — Environmental Systems — Research Institute (ESRI) Inc — New

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$979,560.00		1/1/2023–12/31/2025		
Prior Amendment Amounts (list separately)		\$			
		\$			
Pending Amendment		\$			
Total Amendments		\$			
Total Contract Amount		\$979,560.00			

Purchasing Use Only:

Prior Resolutions:	
CM#:	2933
Vendor Name:	Environmental Systems Research Institute, Inc.
ftp:	3-years, effective as of last date of signature
Amount:	\$1,000,000.00mm
History/CE:	OK
EL:	Needs WET
Procurement Notes:	<p>12/5/2022: Contract will not be approved until or after the 2023 budget is opened – CM action will be disapproved once Council has approved contract in order for the 2023 line to be entered (see screenshot).</p> <p>12/5/2022: Attach revised checklist for accounting breakdown of total NTE amount of contract – the amounts must match whether or not you end up encumbering the full amount or not.</p> <p>12/2/2022: Revised justification amount does not match NTE amount in the actual contract – accounting budget breakdown totals \$890,852.50, not the NTE amount in the contract – information must match in re-submission of action, per previous note.</p>

Department of Purchasing – Required Documents Checklist

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	<p>12/2/2022: Per previous note, term, as stated in contract is effective as of last date of signature for 3 years, justification and budget breakdown specify 1/1/2023-12/31/2025 – this is a Council item and will most likely not be approved and signed prior to 1/1/2023 unless the department is requesting expedited approval – quote valid thru 12/31/2022 – is vendor extending pricing if approved after that date? Has Council verified this contract will be on their agenda under suspended reading approval? If not, accounting breakdown needs revised for effective and ending dates, or additional revision of contract would be needed to end 12/31/2025.</p> <p>Revised justification amount does not match NTE amount in the actual contract – accounting budget breakdown totals \$890,852.50, not the NTE amount in the contract – information must match in re-submission of action.</p> <p>11/29/2022: Term, as stated in contract is effective as of last date of signature for 3 years, justification and budget breakdown specify 1/1/2023-12/31/2025 – this is a Council item and will most likely not be approved and signed prior to 1/1/2023 unless the department is requesting expedited approval – quote valid thru 12/31/2022 – is vendor extending pricing if approved after that date? Is department requesting shortened readings for approval prior to end of December?</p> <p>Attach revised justification to match contract term; Accounting budget breakdown totals \$979,560.00, not the NTE amount in the contract – totals must match.</p>
--	---

Purchasing Buyer approval: **OK, ssp 12/5/2022**

Department of Purchasing – Required Documents Checklist

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and conditions contained herein. This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

Agreement Not-to-Exceed Value: \$1,000,000.00

Esi quotation #Q-476329

COUNTY OF CUYAHOGA, OHIO (Customer)	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esi)
By: _____ Authorized Signature	By: <u>Timothy Brazeal</u> Authorized Signature
Printed Name: _____	Printed Name: Timothy Brazeal
Title: _____	Title: Manager, Commercial and Government Contracts
Date: _____	Date: Nov 23, 2022

E208 Page 2 of 2

 Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-6100
Phone: (909) 377-3333

Quotation # Q-476329
Date: December 2, 2022
Customer # 300976 Contract # 338047
County of Cuyahoga
Information Technology Dept

Page 3 of 4

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

2 of 9

https://ccprod-lm01.cloud.infor.com:1443/lmscm/ContractManager/document/ContractComment%28CUYA%2C2933%2C10%29.Attachment.File

4.3 License Use upon Expiration. Upon full payment of the applicable fees and expiration of this Agreement Customer may continue to use Products offered under a Perpetual License in accordance with the terms and conditions set forth in the Master Agreement.

ARTICLE 5—OBSCOLESCENCE

Some of the items listed in the Quotation may become obsolete, no longer commercially offered, or no longer available during the term of this Agreement. If Services or third-party data sets offered as separately licensed item(s) become obsolete, Esri will inform Customer of such obsolescence and only invoice for Products and Services to be delivered. Maintenance for Products identified in the Quotation will be subject to each item's Product Life Cycle Support status, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle> by selecting the product type and clicking the Product Life Cycle link for specific product plans.

ACCEPTED AND AGREED:

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein. This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

Agreement Not-to-Exceed Value: \$1,000,000.00

Esri quotation #Q-476329

COUNTY OF CUYAHOGA, OHIO
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: Timothy Brazeal
Authorized Signature

Printed Name: Timothy Brazeal

Title: Manager, Commercial and Government Contracts

Date: Nov 23, 2022

Type here to search

47° Partly sunny 2:54 PM 12/2/2022

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0011

<p>Sponsored by: County Executive Ronayne on behalf of Cuyahoga County Court of Common Pleas/Juvenile Court Division</p>	<p>A Resolution authorizing an amendment to Contract No. 2973 (fka Contract No. 756) with Applewood Centers, Inc. for secure residential treatment services for the period 1/1/2018 – 6/30/2022 to extend the time period to 6/30/2024, to modify the terms effective 7/1/2022, and for additional funds in the amount not-to-exceed \$1,114,826.80; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive on behalf of Cuyahoga County Court of Common Pleas/Juvenile Division recommends an amendment to Contract No. 2973 (fka Contract No. 756) with Applewood Centers, Inc. for secure residential treatment services for the period 1/1/2018 – 6/30/2022 to extend the tie period to 6/30/2024, to modify the terms effective 7/1/2022, and for additional funds in the amount not-to-exceed \$1,114,826.80; and

WHEREAS, the primary goal of this amendment is to continue to provide secure residential treatment services for felony level adjudicated male youth who would otherwise be sent to the Ohio Department of Youth Services; and

WHEREAS, the project is funded 100% by the Targeted RECLAIM Ohio Grant fund; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes an amendment to Contract No. 2973 (fka Contract No. 756) with Applewood Centers, Inc. for secure residential treatment services for the period 1/1/2018 – 6/30/2022 to extend the tie period to 6/30/2024, to modify the terms effective 7/1/2022, and for additional funds in the amount not-to-exceed \$1,114,826.80.

SECTION 2. That the County Executive is authorized to execute the amendment and all other documents consistent with this Resolution. To the extent that any exemptions are necessary under the County Code and contracting procedures, they shall be deemed approved by the adoption of this Resolution.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the 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.

On a motion by _____, seconded by _____, the foregoing Resolution was duly adopted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

First Reading/Referred to Committee:
Committee(s) Assigned:

Journal _____
_____, 20__

OnBase Item Detail Briefing Memo - Form

Directions: Use the following form when requesting approval of a contract, agreement, an amendment, lease, permits or grants involving the County.

Enter this information directly or paste (text) into the sections below.

Complete all items within the (parenthesis – **Note: Do not include Parenthesis**) then attach the following information as a Word Document to the OnBase item.

Title: **Juvenile Court FY2022 - 2023 Contract Amendment with Applewood Centers, Inc. for Secure Residential Treatment Services**

A. Scope of Work Summary

1. **Court of Common Pleas, Juvenile Court Division** requesting approval of a **contract amendment** with **Applewood Centers, Inc.** for the anticipated cost **\$1,114,826.80**.

If the Project is not new to the County List the Prior Board Approval Number or Resolution Number.

BC2018-05

R2018-0112

BC2019-689

Describe the exact services being provided. **The vendor will be providing secure residential treatment services for felony level male and female youth as an alternative to incarceration at the Ohio Department of Youth Services.** The anticipated start-completion dates are **July 1, 2022 through June 30, 2024.**

2. The primary goals of the project are (list 2 to 3 goals).

To provide an intensive, evidenced model residential treatment model to felony level adjudicated youth.

To decrease the chances of this population being sent to the Ohio Department of Youth Services (ODYS).

3. [*When applicable*] The project is mandated by (provide the ORC statute with section numbers, Cuyahoga County Charter, etc).

(When applicable, Municipality of project)

4. (When applicable) Technology Items - If the request is for the purchase of software or technical equipment:

a) Please state the date of TAC Approval

b) Are the purchases compatible with the new ERP system?

c) Is the item ERP approved

d) Are the services covered by the original ERP budget

B. Procurement

1. The procurement method for this project was **an RFP Exemption in 2018, as the specific vendor and services are approved through a grant.**

2. The RFP was closed on (date). *(When applicable)* There is an SBE or DBE participation/goal (list the % of both).

3. *[Option 1]* There were (# bids/proposals/applications) pulled from OPD, (# bids/proposals/ applications) submitted for review, (# bids/proposals/applications) approved.

4. *[Option 2]* The proposed (contract, loan, agreement, etc.) is an OPD approved sole source item with materials attached.

5. *[Option 3]* The proposed (contract, loan, agreement, etc.) received an (RFB, RFP, RFQ, or other [specify]) exemption on (list date). The approval letter is attached for review.

6. *[Option 4]* If an RFP Exemption is being requested please list the reason a competitive process was not utilized. **The project is written into a grant agreement.**

C. Contractor and Project Information

1. The address(es) of all vendors and/or contractors is (provide the full address in the following format):

**Applewood Centers, Inc.
10427 Detroit Avenue
Cleveland, Ohio 44102**

2. The **President of Applewood Centers, Inc. is Adam G. Jacobs.**

3.a *[When applicable]* The address or location of the project is: (provide the full address or list the municipality(ies) impacted by the project in the following format):

**Applewood Centers, Inc.
10427 Detroit Avenue
Cleveland, Ohio 44102**

3.b. *[When applicable]* The project is located in Council District (xx)

D. Project Status and Planning

1. The project is **an extension of an existing project.**

2. *[When applicable]* The project has (#) phases. The next steps, dates, and anticipated cost of these are (list each critical step and the date of start and completion).

3. *[When applicable]* The project is on a critical action path because (present the reason for the delay in the request or mitigating circumstances requiring expedited action).

4. *[When applicable]* The project's term has **already begun**. State the timeline and reason for late submission of the item. **The contract is late due to receiving the notice of grant award after the grant start date, as well as, requesting approval for all new appropriations.**

5. *[When applicable]* The contract or agreement needs a signature in ink by (enter date).

E. Funding

1. The project is funded **100% by the RECLAIM Grant**.

2. The schedule of payments is **monthly**.

3. *[When applicable]* The project is an amendment to a (contract, loan, lease, grant, amendment, agreement, or other [specify]). This amendment changes (list the changes to the value, term, scope, etc.) and is the (x) amendment of the contract. The history of the amendments is: (list the year and associated value of each of the previous amendments).

F. Items/Services Received and Invoiced but not Paid:

Please reference the alternate procurement process and the Board of Control Approval Number for exemptions from aggregation on various requisitions to reimburse employers for employee wage and training expenses; to authorize payments to various providers for family centered services and support wraparound program services, or to make award recommendations to various providers for toxicology services.

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	40992
Buyspeed RQ# (if applicable):	
Infor/Lawson PO# Code (if applicable):	EXMT
CM Contract#	2973

	Department	Clerk of the Board
Briefing Memo	LB	

Late Submittal Required:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Why is the amendment being submitted late?	Grant process and system issues	
What is being done to prevent this from reoccurring?	Additional training and staff	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Contract Amendments Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form			LB	OK AC
IG#	12-0518-REG		LB	OK AC
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:	1/5/22	LB	OK AC
Debarment/Suspension Verified	Date:	11/28/22	LB	OK AC
Auditor's Finding	Date:	11/28/22	LB	OK AC
Independent Contractor (I.C.) Requirement	Date:	6/24/22	LB	OK AC
Cover - <i>Master amendments only</i>			n/a	N/A AC
Contract Evaluation			LB	OK AC
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			n/a	N/A AC
Checklist Verification			n/a	OK AC

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	LB
Matrix Law Screen shot	LB
COI	LB
Workers' Compensation Insurance	LB
Original Executed Contract (containing insurance terms) & all executed amendments	LB

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
07/1/2022 – 12/31/2022	JC330100	55130	JC-22-ODYS-TRMH	\$557,413.40
01/01/2023 – 06/30/2023	JC330100	55130	JC-22-ODYS-TRMH	\$557,413.40
			TOTAL	\$1,114,826.80

Contract History CE/AG# (if applicable)	
Infor/Lawson PO# Code (if applicable)	
Lawson RQ# (if applicable)	
CM Contract#	

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$474,710.00		1/1/2018 – 6/30/2018	1/16/2018	BC2021-05
Prior Amendment Amounts (list separately)		\$952,000.00	7/1/2018 – 6/30/2019	8/27/2018	R2018-0112
		\$400,000.00	7/1/2019 – 6/30/2020	9/18/2019	BC2019-689
		\$947,099.82	7/1/2020 – 6/30/2022	6/8/2021	R2021-0139
Pending Amendment		\$1,114,826.80	7/1/2021 - 6/30/2023	Pending	Pending
Total Amendments		\$3,413,926.62			
Total Contact Amount		\$3,888,636.62			

Purchasing Use Only:

Prior Resolutions:	BC2021-05, R2018-0112, BC2019-689, R2021-0139
Amend:	4
Vendor Name:	APPLEWOOD CENTERS
ftp:	07/01/23 – 06/30/23
Amount:	\$1,114,826.80
History/CE:	OK
EL:	OK
Procurement Notes:	
Purchasing Buyer's initials and date of approval	AC 12/7/22

CONTRACT EVALUATION FORM

Contractor	Applewood Centers, Inc.				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:					
RQ#					
Time Period of Original Contract	7/1/2021 – 6/30/2022				
Background Statement	RECLAIM Ohio is a funding initiative with the goal of providing juvenile courts the ability to develop or purchase a range of community-based options to meet the needs of each juvenile offender or youth at risk of offending. This grant supports multiple staff salaries and most of the youth programming for the Court. They require specific performance objectives and conduct regular monitoring visits to ensure program performance.				
Service Description	The VENDOR shall provide a secure residential facility an provide treatment based on the CBTC model for addressing criminogenic risk factors through cognitive restructuring and skill acquisition.				
Performance Indicators	<ol style="list-style-type: none"> 1) 85% of youth admitted to the program will successfully complete the program as evidenced by meeting all treatment goals. 2) 75% of adjudicated youth will not recidivate within 6 months of successful release from the program. 				
Actual Performance versus performance indicators (include statistics):	<ol style="list-style-type: none"> 1) 83% of youth (5 of 6) released from the program during the contract period met all treatment goals. 2) 50% of adjudicated youth (1 of 2) did not recidivate 6 months after successful termination. 				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)			X		
Justification of Rating	A score of average is being assigned to Applewood Centers, Inc. They missed their target for successful completions by less than 2% but missed their target for recidivism by 25%. Though Applewood missed both set goals, low sample size must also be considered.				
Department Contact	Steve Cook (Grant Administrator)				
User Department	Programming, Training, and Quality Assurance (Court of Common Pleas Juvenile Court Division)				
Date	12/1/2022				

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0012

<p>Sponsored by: County Executive Ronayne on behalf of Cuyahoga County Court of Common Pleas/Juvenile Court Division</p>	<p>A Resolution authorizing an amendment to Contract No. 2525 (fka Contract No. 1791) with Applewood Centers, Inc. for emergency respite and crisis bed services for youth referred by the Coordinated Approach to Misdemeanors (CALM) Program for the period 7/1/2021 – 6/30/2022 to extend the time period to 6/30/2023, to modify the terms, effective 7/1/2022, and for additional funds in the amount not-to-exceed \$926,647.31; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive on behalf of Cuyahoga County Court of Common Pleas/Juvenile Division recommends an amendment to Contract No. 2525 (fka Contract No. 1791) with Applewood Centers, Inc. for emergency respite and crisis bed services for youth referred by the Coordinated Approach to Misdemeanors (CALM) Program for the period 7/1/2021 – 6/30/2022 to extend the time period to 6/30/2023, to modify the terms, effective 7/1/2022, and for additional funds in the amount not-to-exceed \$926,647.31; and

WHEREAS, the primary goal of this amendment is to continue to provide a temporary placement for youth to receive respite care services for youth involved in the Coordinated Approach to Misdemeanors Program; and

WHEREAS, the project is funded 100% by the Targeted RECLAIM Ohio Grant fund; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes an amendment to Contract No. 2525 (fka Contract No. 1791) with Applewood Centers, Inc. for emergency respite and crisis bed services for youth referred by the

Coordinated Approach to Misdemeanors (CALM) Program for the period 7/1/2021 – 6/30/2022 to extend the time period to 6/30/2023, to modify the terms, effective 7/1/2022, and for additional funds in the amount not-to-exceed \$926,647.31.

SECTION 2. That the County Executive is authorized to execute the amendment and all other documents consistent with this Resolution. To the extent that any exemptions are necessary under the County Code and contracting procedures, they shall be deemed approved by the adoption of this Resolution.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the 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.

On a motion by _____, seconded by _____, the foregoing Resolution was duly adopted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

First Reading/Referred to Committee:
Committee(s) Assigned:

Journal _____
_____, 20__

OnBase Item Detail Briefing Memo - Form

Directions: Use the following form when requesting approval of a contract, agreement, an amendment, lease, permits or grants involving the County.

Enter this information directly or paste (text) into the sections below.

Complete all items within the (parenthesis – **Note: Do not include Parenthesis**) then attach the following information as a Word Document to the OnBase item.

Title: **Juvenile Court FY2022 - 2023 Contract Amendment with Applewood Centers, Inc. for Daisy House Intervention and Diversion Services**

A. Scope of Work Summary

1. **Court of Common Pleas, Juvenile Court Division** requesting approval of a **contract amendment with Applewood Centers, Inc.** for the anticipated cost **\$926,647.31.**

If the Project is not new to the County List the Prior Board Approval Number or Resolution Number.

Describe the exact services being provided. **The vendor will be providing screening and assessment services within the Court's Early Intervention and Diversion Center (EIDC) and providing emergency respite and crisis beds for youth identified through the EIDC. The anticipated start-completion dates are July 1, 2022 through June 30, 2023.**

2. The primary goals of the project are (list 2 to 3 goals).

To ensure youth are screened, assessed, and referred to appropriate services within the community.

To provide emergency respite services to youth as an alternative to placement in the detention center or with DCFS.

3. *[When applicable]* The project is mandated by (provide the ORC statute with section numbers, Cuyahoga County Charter, etc).

(When applicable, Municipality of project)

4. (When applicable) Technology Items - If the request is for the purchase of software or technical equipment:

a) Please state the date of TAC Approval

b) Are the purchases compatible with the new ERP system?

c) Is the item ERP approved

d) Are the services covered by the original ERP budget

B. Procurement

1. The procurement method for this project was **an RFP Exemption, as the specific vendor and services are approved through a grant.**

2. The RFP was closed on (date). *(When applicable)* There is an SBE or DBE participation/goal (list the % of both).

3. *[Option 1]* There were (# bids/proposals/applications) pulled from OPD, (# bids/proposals/ applications) submitted for review, (# bids/proposals/applications) approved.

4. *[Option 2]* The proposed (contract, loan, agreement, etc.) is an OPD approved sole source item with materials attached.

5. *[Option 3]* The proposed (contract, loan, agreement, etc.) received an (RFB, RFP, RFQ, or other [specify]) exemption on (list date). The approval letter is attached for review.

6. *[Option 4]* If an RFP Exemption is being requested please list the reason a competitive process was not utilized. **The project is written into a grant agreement.**

C. Contractor and Project Information

1. The address(es) of all vendors and/or contractors is (provide the full address in the following format):

**Applewood Centers, Inc.
10427 Detroit Avenue
Cleveland, Ohio 44102**

2. The **President of Applewood Centers, Inc. is Adam G. Jacobs.**

3.a *[When applicable]* The address or location of the project is: (provide the full address or list the municipality(ies) impacted by the project in the following format):

**Applewood Centers, Inc.
10427 Detroit Avenue
Cleveland, Ohio 44102**

3.b. *[When applicable]* The project is located in Council District (xx)

D. Project Status and Planning

1. The project is **an extension of an existing project.**

2. *[When applicable]* The project has (#) phases. The next steps, dates, and anticipated cost of these are (list each critical step and the date of start and completion).

3. *[When applicable]* The project is on a critical action path because (present the reason for the delay in the request or mitigating circumstances requiring expedited action).

4. *[When applicable]* The project's term has **already begun**. State the timeline and reason for late submission of the item. **The contract is late due to receiving the notice of grant award after the grant award and approval process, low staffing and INFOR errors.**

5. *[When applicable]* The contract or agreement needs a signature in ink by (enter date).

E. Funding

1. The project is funded **100% by the RECLAIM Grant**.

2. The schedule of payments is **monthly**.

3. *[When applicable]* The project is an amendment to a (contract, loan, lease, grant, amendment, agreement, or other [specify]). This amendment changes (list the changes to the value, term, scope, etc.) and is the (x) amendment of the contract. The history of the amendments is: (list the year and associated value of each of the previous amendments).

F. Items/Services Received and Invoiced but not Paid:

Please reference the alternate procurement process and the Board of Control Approval Number for exemptions from aggregation on various requisitions to reimburse employers for employee wage and training expenses; to authorize payments to various providers for family centered services and support wraparound program services, or to make award recommendations to various providers for toxicology services.

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	
Buyspeed RQ# (if applicable):	
Infor/Lawson PO# Code (if applicable):	EXMT
CM Contract#	2525

	Department	Clerk of the Board
Briefing Memo	LB	

Late Submittal Required:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Why is the amendment being submitted late?	Grant process and system issues	
What is being done to prevent this from reoccurring?	Additional training and staff	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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Contract Amendments Reviewed by Purchasing					
				Department initials	Purchasing
Justification Form				LB	OK AC
IG#	12-0518-REG			LB	OK AC
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:	1/5/22		LB	OK AC
Debarment/Suspension Verified	Date:	11/28/22		LB	OK AC
Auditor's Finding	Date:	11/28/22		LB	OK AC
Independent Contractor (I.C.) Requirement	Date:	6/24/22		LB	OK AC
Cover - <i>Master amendments only</i>				n/a	N/A AC
Contract Evaluation				LB	OK AC
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.				n/a	N/A AC
Checklist Verification				n/a	OK AC

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
Department initials	
Agreement/Contract and Exhibits	LB
Matrix Law Screen shot	LB
COI	LB
Workers' Compensation Insurance	LB
Original Executed Contract (containing insurance terms) & all executed amendments	LB

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
07/1/2022 – 12/31/2022	JC330100	55130	JC-22-ODYS-INT	\$463,323.66
01/01/2023 – 06/30/2023	JC330100	55130	JC-22-ODYS-INT	\$463,323.65
			TOTAL	\$926,647.31

Contract History CE/AG# (if applicable)	
Infor/Lawson PO# Code (if applicable)	
Lawson RQ# (if applicable)	
CM Contract#	

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$926,647.00		7/1/2021 – 6/30/2022	9/20/2021	BC2021-513
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$926,647.31	7/1/2021 - 6/30/2023	Pending	Pending
Total Amendments		\$926,647.31			
Total Contact Amount		\$1,853,294.31			

Purchasing Use Only:

Prior Resolutions:	BC2021-513
Amend:	2
Vendor Name:	APPLEWOOD CENTERS
ftp:	07/01/22 -06/30/23
Amount:	\$926,647.31
History/CE:	OK
EL:	OK
Procurement Notes:	
Purchasing Buyer's initials and date of approval	AC 12/2/22

CONTRACT EVALUATION FORM

Contractor	Applewood Centers, Inc.				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	2525				
RQ#					
Time Period of Original Contract	7/1/2021 – 6/30/2022				
Background Statement	RECLAIM Ohio is a funding initiative with the goal of providing juvenile courts the ability to develop or purchase a range of community-based options to meet the needs of each juvenile offender or youth at risk of offending. This grant supports multiple staff salaries and most of the youth programming for the Court. They require specific performance objectives and conduct regular monitoring visits to ensure program performance.				
Service Description	The goal of Daisy House Intervention and Diversion Services will be to provide a therapeutic response to youth arrested and in need of respite and assessment services to divert youth from the Detention Center on non-public safety related offenses.				
Performance Indicators	<ol style="list-style-type: none"> 1) 100% of youth referred shall compete the intake screening. 2) 90% of all youth referred to the program will complete identified services without an admission to the detention center. 				
Actual Performance versus performance indicators (include statistics):	<ol style="list-style-type: none"> 1) 100% of youth admitted to Applewood Centers, Inc Daisy House Intervention completed the necessary intake screening. 2) 80% of youth participants admitted to the Daisy House Intervention Services (4 of 5) completed their identified services without admission to the detention center. 				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)			X		
Justification of Rating	While Applewood Centers Inc did not hit their target of 90% of youth referred completing their identified services without a Detention Center admission, the sample size for this time period was quite small (5 youth admitted).				
Department Contact	Steve Cook (Grant Administrator)				
User Department	Programming, Training, and Quality Assurance (Court of Common Pleas Juvenile Court Division)				
Date	8/22/2022				

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0013

Sponsored by: County Executive Ronayne/Department of Health and Human Services/Cuyahoga Job and Family Services	A Resolution authorizing a contract with United Way of Greater Cleveland in the amount not-to-exceed \$1,220,450.00 for fiscal agent services and emergency food purchase assistance by hunger centers serving eligible Cuyahoga County residents for the period 1/1/2023 – 12/31/2023; authorizing the County Executive to execute Contract No. 3001 and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Health and Human Services/Cuyahoga Job and Family Services recommends entering into a contract with United Way of Greater Cleveland in the amount not-to-exceed \$1,220,450.00 for fiscal agent services and emergency food purchase assistance by hunger centers serving eligible Cuyahoga County residents for the period 1/1/2023 – 12/31/2023; and

WHEREAS, the primary goal for this project is to serve as fiscal agent and to provide emergency food assistance to eligible residents of the County; and

WHEREAS, the project is funded 100% by Health and Human Services Levy; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes a contract with United Way of Greater Cleveland in the amount not-to-exceed \$1,220,450.00 for fiscal agent services and emergency food purchase assistance by hunger centers serving eligible Cuyahoga County residents for the period 1/1/2023 – 12/31/2023.

SECTION 2. That the County Executive is authorized to execute Contract No. 3001 and all other documents consistent with this Resolution. To the extent that any

OnBase Item Detail Briefing Memo - Form

Title: CJFS 2023 CONTRACT WITH UNITED WAY OF GREATER CLEVELAND FOR EMERGENCY FOOD PURCHASES

A. Scope of Work Summary

1. CJFS is requesting approval of a contract with United Way of Greater Cleveland for the anticipated cost of \$1,220,450.00.

If the Project is not new to the County List the Prior Board Approval Number or Resolution Number.

R2021-0029 – 1/26/2021 \$1,145,450.00

ION#4 – 10/12/2021

R2021-0273 – 12/07/2021 \$1,220,450.00

Describe the exact services being provided.

United Way will provide professional services related to coordinating the allocation of funds for the purchase of food by the hunger centers serving eligible individuals and families residing in Cuyahoga County.

The Federal Emergency Management Agency/Emergency Food and Shelter Program (FEMA/EFSP) Cuyahoga County Local Board, which is staffed by United Way of Greater Cleveland has the capability to administer these resources and can ensure funds will be allocated based upon community need.

The anticipated start-completion dates are 1/1/2023 to 12/31/2023.

2. The primary goals of the project are:

- To provide eligible individuals and families residing in Cuyahoga County with a diverse inventory of food at one of the 37 Hunger Networks.
- To coordinate the allocation of funds for the purchase of food.
- To provide on-going evaluation of the success of this method of distribution.

3. The project is mandated by (provide the ORC statute with section numbers, Cuyahoga County Charter, etc.).

N/A

4. Technology Items - If the request is for the purchase of software or technical equipment:

- a) Please state the date of TAC Approval
- b) Are the purchases compatible with the new ERP system?
- c) Is the item ERP approved
- d) Are the services covered by the original ERP budget

N/A

B. Procurement

1. The procurement method for this project is RFP Exemption. The total value of the RFP Exemption is \$1,220,450.00.

2. The (above procurement method) was closed on (date). There is an SBE or DBE participation/goal (list the % of both).

N/A

3. There were (#bids/proposals/applications) pulled from OPD, (#bids/proposals/applications) submitted for review, (# bids/proposals/applications) approved.

N/A

4. The proposed (contract, loan, agreement, etc.) is an OPD approved sole source item with materials attached.

N/A

5. The proposed contract received an (RFB, RFP, RFQ, or other [specify]) exemption on (list date). The approval letter is attached for review.

N/A

6. If an RFP Exemption is being requested, please list the reason a competitive process was not utilized.

RFP Exemption pursuant to Cuyahoga County Code Section 501.12 (B)(2). This falls under Professional Services, sub-type financial. United Way is the fiscal manager of these dollars that will be disbursed to over 30 hunger centers across the County.

C. Contractor and Project Information

1. The address(es) of all vendors and/or contractors is:

United Way of Greater Cleveland
1331 Euclid Avenue
Cleveland, OH 44115
Council District (07)

2. The President & CEO for the contractor/vendor is Sharon Sobol Jordan.

3.a The address or location of the project is:

- United Way of Greater Cleveland 1331 Euclid Avenue Cleveland, OH 44115

3.b. The project is located in Council District (07).

D. Project Status and Planning

1. The project reoccurs annually.

2. The project has (#) phases. The next steps, dates, and anticipated cost of these are (list each critical step and the date of start and completion).

N/A

3. The project is on a critical action path because (present the reason for the delay in the request or mitigating circumstances requiring expedited action).

N/A

4. The project's term has (already begun or ended). State the timeline and reason for late submission of the item.

United Way Emergency Food review started on 11.1. 2022. The Department of Contract and Administration and Performances began processing the amendment/contract on 11.2.2022.

- Documents were requested on 11.2.2022 and were due back to the agency on 11.8.2022.
- Documents were received by the vendor on 11.9.2022 and 11.10.2022. Once the documents were received, we had to seek approval to move forward with the contract amendment or a new contract which was sought on 11.9.2022.
- Confirmation to move forward with the contract was on 11/28/2022 for a new contract to be created.
- Meeting with the vendor took place on 11/29/2022 to confirm the changes they wanted to make to the new contract.
- On 12/1/2022, the insurance was approved by the risk manager. Documents from the vendor changes were corrected and complete on 12/1/2022.
- Documents for contract creation was submitted to the law department on 12/1/2022.
- There were revisions during the contract creation that took place on 12/6/2022. Contract draft was completed on 12/7/2022.
- The item was entered into Infor on 12/8/2022.
- **Date using department approved item in Infor**
- **Date Law Department approved item in Infor**
- **Date approved by DoP in Infor**
- **Length of processing time in Infor in calendar days**

Contract will be for a one-year span of 1/1/2023-12/31/2023.

5. The contract or agreement needs a signature in ink by (enter date).

N/A

E. Funding

1. The project is funded 100% by the Health and Human Services Levy dollars.
2. The schedule of payments is by monthly invoice.
3. The project is an amendment to a (contract, loan, lease, grant, amendment, agreement, or other [specify]). This amendment changes (list the changes to the value, term, scope, etc.) and is the (x) amendment of the contract. The history of the amendments is: (list the year and associated value of each of the previous amendments).

N/A

F. Items/Services Received and Invoiced but not Paid:

Please reference the alternate procurement process and the Board of Control Approval Number for exemptions from aggregation on various requisitions to reimburse employers for employee wage and training expenses; to authorize payments to various providers for services, or to make award recommendations to various providers for services.

N/A

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	3879
Infor/Lawson PO # Code (if applicable):	EXMT
CM Contract#	CM3001

United Way-Emergency Food	Department initials	Clerk of the Board
Briefing Memo	AL	<input type="checkbox"/>

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No
Why is the contract being submitted late?	Due to staffing transitions at the Division of Contracts Administration and Performance there was no one with historical knowledge of the program and the process began late.	
What is being done to prevent this from reoccurring?	There is new staff overseeing this project and will be able to provide better coverage when the contract term is set to expire.	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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**OTHER THAN FULL AND OPEN COMPETITION
RFP Exemptions (Contract)
Reviewed by Purchasing**

United Way-Emergency Food			Department initials	Purchasing
Justification Form			AL	Okay per MH
IG#	20-0335-REG		AL	Okay per MH
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	n/a Okay per MH
Debarment/Suspension Verified	Date:	12/2/2022	AL	Okay per MH
Auditor's Finding	Date:	12/2/2022	AL	Okay per MH
Vendor's Submission			N/A	Okay per MH
Independent Contractor (I.C.) Requirement	Date:	10/25/2022	AL	Okay per MH
Cover - <i>Master contracts only</i>			N/A	n/a Okay per MH
Contract Evaluation – <i>if required</i>			AL	Okay per MH
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			N/A	n/a Okay per MH
Checklist Verification			AL	Okay per MH

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

**OTHER THAN FULL AND OPEN COMPETITION
RFP Exemptions (Contract)
Reviewed by Law**

	Department initials
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Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Agreement/Contract and Exhibits	AL
Matrix Law Screen shot	AL
COI	AL
Workers’ Compensation Insurance	AL

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
1/1/2023-12/31/2023	HS260185	55130	UCH06018	\$1,220,450.00
			TOTAL	\$1,220,450.00

Contract History CE/AG# (if applicable)	N/A
Infor/Lawson PO# and PO Code (if applicable)	EXMT
Lawson RQ# (if applicable)	3879
CM Contract#	CM3001

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$1,220,450.00		1/1/2023-12/31/2023	Pending	Pending
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$			
Total Amendments		\$			
Total Contact Amount		\$1,220,450.00			

Purchasing Use Only:

Prior Resolutions:	n/a
CM#:	3001
Vendor Name:	United Way of Greater Cleveland
ftp:	Effective Date – 12 Months
Amount:	\$1,220,450.00
History/CE:	Okay per MH
EL:	Okay per MH
Procurement Notes:	Agreement with United Way of Greater Cleveland to provide emergency food services for a period of 12 months from the effective date in the amount of \$1,220,450.00.

Purchasing Buyer approval: **Okay per MH. 12/20/2022**

CONTRACT EVALUATION FORM

Contractor	United Way of Greater Cleveland				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	CM# 3001				
RQ#	N/A				
Time Period of Original Contract	1.1.2022-12.31.2022				
Background Statement	<p>United Way of Greater Cleveland serves as the fiscal agent to perform the administrative duties related to the distribution, monitoring, and oversight of Cuyahoga County funds to meet the emergency food needs in the County. Through these funds, Hunger Network, on behalf of their 30+ affiliated hunger centers, purchases food and non-food hygiene items directly from the Greater Cleveland Food Bank. The Food Bank ensures that there is a diverse inventory of food that meets community needs, preferences, and cultural values. The Food Bank and Hunger Network also conduct annual hunger center site visits to ensure compliance with food safety and nondiscrimination requirements. Finally, United Way is responsible for providing administrative oversight of County funds, ensuring on-going evaluation of the success and accurate reporting of outcomes.</p>				
Service Description	To provide professional services related to coordinating the allocation of funds for the purchase of food by the hunger centers serving eligible individuals and families residing in Cuyahoga County.				
Performance Indicators	See page 2				
Actual Performance versus performance indicators (include statistics):	<p>See page 2</p> <p>A total of 26,362 unique households obtained food from the HN Hunger Centers this quarter.</p> <p>Of those consumers that obtained food from Hunger Centers, 25% were children (between 0 and 17 years of age); 47% were between 18 and 59 years of age; and 29% were 60 or more years of age.</p>				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			

Justification of Rating	Global supply chain issues and national inflation rates left more people in need of emergency support from food pantries, hence the increased number of people served over Q2. The vendor along with the Foodbank and Hunger network have done a good job meeting the needs of the community.
Department Contact	Christian Tobin
User Department	Division of Contract Administration and Performance
Date	12.09.2022

Performance Indicators and Data

	2021 Q1	2021 Q2	2021 Q3	2021 Q4	2022 Q1	2022 Q2
Total Individuals Served	54,992	53,383	60,109	65,944	56,290	71,946
Pounds of Food	1,336,740	1,471, 517	1,366,491	1,489,007	1,334,915	1,421,671
Total Cost	\$336,582.52	\$308,928.67	\$386,798.18	\$347,296.80	\$305,198.98	\$341,505.97
Average Cost Per Pound	\$0.25	\$0.21	\$0.28	\$0.23	\$0.23	\$0.25

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0014

Sponsored by: County Executive Ronayne/Department of Health and Human Services/Division of Children and Family Services	A Resolution authorizing to adopt the Child Abuse and Neglect Memorandum of Understanding with Cuyahoga County Law Enforcement Agencies and Entities; authorizing the County Executive to execute the Memorandum of Understanding and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/ Department of Health and Human Services/Division of Children and Family Services recommend adopting the Child Abuse and Neglect Memorandum of Understanding with Cuyahoga County Law Enforcement Agencies and Entities; and

WHEREAS, the primary goal of this project is to (1) ensure the prompt reporting of all incidents of suspected child abuse and/or neglect, including human trafficking, (2) conduct comprehensive and coordinated investigations of suspected child abuse or neglect including human trafficking, and (3) provide, when feasible, for only one interview of a child who is the subject of a report of child abuse or neglect; and

WHEREAS, the project is authorized and mandated by R.C. 103.131. Specifically, R.C. 2151.4210 to 2151.4224 in the act as passed and presented to the Governor are re-codified as R.C. 2151.4220 to 2151.4234; and

WHEREAS, County Council has determined that entering into the proposed Memorandum of Understanding and Agreement is in the best interest of the County; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes the adoption the Child Abuse and Neglect Memorandum of Understanding with Cuyahoga County Law Enforcement Agencies and Entities.

SECTION 2. That the County Executive is authorized to execute the Memorandum of Understanding and all other documents consistent with this Resolution.

SECTION 3. To the extent an exemption for anything herein is needed, it is hereby granted.

SECTION 4. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 5. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the 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.

On a motion by _____, seconded by _____, the foregoing Resolution was duly adopted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

First Reading/Referred to Committee:
Committee(s) Assigned:

Journal _____
_____, 20

OnBase Item Detail Briefing Memo - Form

Directions: Use the following form when requesting approval of a contract, agreement, an amendment, lease, permits or grants involving the County.

Enter this information directly or paste (text) into the sections below.

Complete all items within the (parenthesis – **Note: Do not include Parenthesis**) then attach the following information as a Word Document to the OnBase item.

Title:

Department of Health and Human Services Division of Children and Family Services; 2022; all Cuyahoga County Law Enforcement Agencies and Entities; Memorandum of Understanding; Cuyahoga County, Ohio Child Abuse and Neglect Memorandum of Understanding

A. Scope of Work Summary

1. The Department of Health and Human Services' (DHHS) Division of Children and Family Services (DCFS) is requesting approval of a Memorandum of Understanding (MOU) with Cuyahoga County Law Enforcement Agencies and Entities for no cost \$0.00.

DCFS within DHHS has had a MOU in place with all County law enforcement agencies prior to the 2022 revision. The last revision was completed in 2018. Previous versions of this MOU did not require a resolution and approval from the County Executive or County Council resolution. House Bill 4, effective May 30, 2022, now requires a biennial MOU review and resolution from County Council to assure that all requirements of HB 4 are included in the MOU. Additionally, ODJFS also biennially reviews and approves the MOU.

The MOU requires that all incidents of suspected child abuse and/or neglect are promptly reported to DCFS and law enforcement, including human trafficking. The MOU describes the specific criteria for DCFS and law enforcement to coordinate reporting and comprehensive investigations of suspected child abuse and neglect. Further the MOU sets forth the requirements to eliminate all unnecessary interviews of children who are subject to reports of child abuse and/or neglect, providing, when feasible a single interview coordinated between law enforcement and DCFS. The previous MOU is in effect until County Council approval and resolution. Upon Council approval and resolution, the MOU will go into effect and be published on the County DHHS and DCFS websites. ODJFS has already given their approval of the proposed 2022 MOU. All law enforcement agencies were provided with a copy of the MOU, cover letter, and invitation to a signing event held on 11/1/22 in Council Chambers. A deadline for law enforcement signatures was given for 11/14/22 to set a general timeframe; however, DCFS will continue to accept signatures from law enforcement agencies ongoing.

2. The primary goals of the project are:

- To ensure the prompt reporting of all incidents of suspected child abuse and/or neglect, including human trafficking
- To conduct comprehensive and coordinated investigations of suspected child abuse or neglect, including human trafficking
- To provide, when feasible, for only one interview of a child who is the subject of a report of child abuse or neglect.

3. The project is authorized and mandated by R.C. 103.131. Specifically, R.C. 2151.4210 to 2151.4224 in the act as passed and presented to the Governor are recodified as R.C. 2151.4220 to 2151.4234. See the version of H.B. 4 as filed with the Secretary of State's office, available on the Secretary of State's website, ohiosos.gov, under the "Legislation & Ballot Issues," then "Bill Effective Dates," links.

4. Technology Items – N/A, upon approval the MOU will be posted on the County DHHS and DCFS sites and sent to all law enforcement agencies with the resolution.

B. Procurement

1. The procurement method for this project was a Memorandum of Understanding. The total value of the MOU is \$0.00.

2. The (above procurement method) was closed on (date). *(When applicable)* There is an SBE or DBE participation/goal (list the % of both).

3. *[Option 1]* There were (# bids/proposals/applications) pulled from OPD, (# bids/proposals/ applications) submitted for review, (# bids/proposals/applications) approved.

4. *[Option 2]* The proposed (contract, loan, agreement, etc.) is an OPD approved sole source item with materials attached.

5. *[Option 3]* The proposed (contract, loan, agreement, etc.) received an (RFB, RFP, RFQ, or other [specify]) exemption on (list date). The approval letter is attached for review.

6. *[Option 4]* If an RFP Exemption is being requested please list the reason a competitive process was not utilized.

C. Contractor and Project Information

1. The address(es) of all vendors and/or contractors is included in the attached spreadsheet of all County law enforcement agencies:

2. The owners responsible MOU parties are DHHS Director David Merriman, DCFS Interim Director Jacqueline Fletcher, and the Chief of each law enforcement agency.

3.a *[When applicable]* The address or location of the project is included in the attached spreadsheet listing all law enforcement agencies and entities in the County.

3.b. The project is located throughout all Council Districts.

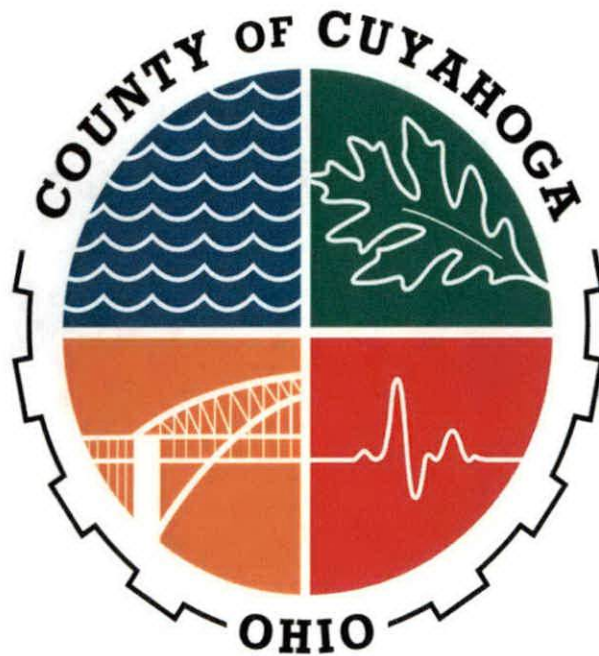
D. Project Status and Planning

1. The MOU requires every signatory to review, update, and sign the MOU on a biennial basis indicating approval, with County Council being the final approver. Other parties such as the child advocacy center are included in the MOU. Specifically, HB4 requires the biennial MOU review by MOU officials and the biennial adoption of a resolution by the County Council to approve the MOU to be completed by December 31, 2024, and by December 31 every even-numbered year thereafter.

E. Funding

1. The project does not involve any cost.

**CUYAHOGA COUNTY, OHIO
CHILD ABUSE AND NEGLECT
MEMORANDUM OF UNDERSTANDING**



Revised
9/22

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Introduction

Law enforcement officers and child protection specialists ("CPS") share a common and important role: determine if child abuse or neglect has occurred, who is responsible, and what actions are necessary to protect the child. In Cuyahoga County, both groups work to ensure the child's immediate physical safety and to minimize the effects of trauma associated with abuse and neglect, including limiting the number of times a child is interviewed. Positive and collaborative interaction between law enforcement and CPS promotes better outcomes for children.

The State of Ohio requires the Cuyahoga County Division of Children & Family Services ("CCDCFS") and law enforcement agencies to coordinate investigations and share information. As CPS and police are often the first responders to an incident, they are able to set the tone for an efficient and thoughtful investigation that may ultimately involve professionals from many disciplines. This *Memorandum of Understanding* ("MoU") delineates the roles and responsibilities of each official and agency in assessing or investigating cases of child abuse or neglect in Cuyahoga County.

Working as a team, all who respond to allegations of abuse and neglect can help **assure safety** and **reduce trauma**, the two most important outcomes for our children.

OVERVIEW

LEGAL AUTHORITY

The MoU is required by section 2151.4220 of the Ohio Revised Code (ORC) and section 5101:2-33-26 of the Ohio Administrative Code (OAC).

PURPOSE

The MoU sets forth the expected and normal operating procedures to be employed by all concerned officials in the execution of their respective responsibilities regarding child abuse or neglect with respect to the following sections of the ORC:

1. ORC 2151.421 – Duty to report child abuse or neglect; investigation and follow-up procedures
2. ORC 2919.21(C) – Nonsupport or contributing to nonsupport of dependents
3. ORC 2919.22 (B)(1) – Endangering children
4. ORC 2919.23 (B) – Interference with custody
5. ORC 2919.24 - Contributing to unruliness or delinquency of a child

Ohio Revised Code section 2151.4220 requires the following signatories to this MoU:

REQUIRED SUBSCRIBERS

- A juvenile judge or the juvenile judge's representative selected by the juvenile judges or, if they are unable to do so for any reason, the juvenile judge who is senior in point of service or the senior juvenile judge's representative upon the judge's review and approval (for example, Administrative Juvenile Judge);
- The county peace officer (The Cuyahoga County Sheriff);
- All chief municipal peace officers within the County;
- Other law enforcement officers handling child abuse and neglect cases in the County;
- The prosecuting attorney of the County;
- If the public children services agency is not the County department of job and family services, the county department of job and family services;
- The county humane society; and,
- If the public children services agency participated in the execution of a memorandum of understanding under section 2151.426 of the Revised Code establishing a children's advocacy center, each

participating member of the children's advocacy center established by the memorandum.

The Division of Children and Family Services (CCDCFS), which is the Public Children Services Agency (PCSA) serving Cuyahoga County, Ohio, shall also be a signatory.

CCDCFS and a subscriber may agree to attach an addendum to this MoU to expand on their working relationship and to assist with the way they conduct joint investigations.

Ohio Administrative Code (OAC) section 5101:2-33-26 requires that this MoU be amended when any individual serving as a required signatory/subscriber (in the bullet points above) changes. It shall be the responsibility of the newly appointed signatory/subscriber to inform the Director of CCDCFS of the change. CCDCFS shall then initiate a required amendment of this MoU.

The primary goals of the MoU are:

GOALS

- To ensure the prompt reporting of all incidents of suspected child abuse and/or neglect, including human trafficking
- To conduct comprehensive and coordinated investigations of suspected child abuse or neglect, including human trafficking
- To eliminate all unnecessary interviews of children who are the subject of reports of child abuse or neglect
- To provide, when feasible, for only one interview of a child who is the subject of a report of child abuse or neglect.

ROLE OF MANDATED AND VOLUNTARY SIGNATORIES/SUBSCRIBERS

**Cuyahoga County
Juvenile Court**

The Juvenile Court provides for the care, protection, health, safety, and mental as well as physical development of children. The Court must protect the rights of the parties before it and ensure the provision of a timely, safe and permanent home for children. The health and safety of the children shall be paramount; however, children should remain in or return to their family environment whenever safely possible.

The Juvenile Court has exclusive jurisdiction to hear and decide cases concerning any child who is the subject of a complaint alleging abuse, neglect or dependency pursuant to ORC 2151. If the Court decides a child is abused, neglected or dependent at an adjudicatory hearing, the court shall proceed to hear evidence in order to determine the proper disposition. The Court may make any of the following dispositional orders:

- Dismiss the complaint
- Award legal custody to either parent or an appropriate person
- Place the child in protective supervision
- Commit the child to the temporary custody of the Cuyahoga County Division of Children & Family Services (CCDCFS)
- Commit the child to the permanent custody of the CCDCFS
- Place the child in the Planned Permanent Living Arrangement (PPLA) with the CCDCFS

The Cuyahoga County Juvenile Court has the jurisdiction over adults to hear and decide matters related to support and non-support of children, endangering of children, interference with custody, failing to send children to school, custody visitation between unmarried parents or interested third parties, and contributing to the unruliness or delinquency of children.

**Cuyahoga County
Division of Children
& Family Services**

CCDCFS is the agency required by the ORC and OAC to investigate all allegations of child abuse, neglect and dependency. It is responsible to:

- Receive and investigate referrals seven days a week, twenty-four hours a day
- Administer services to assess and ensure safety of children referred to the agency

	<ul style="list-style-type: none"> • Provide ongoing services to strengthen families while children are at home or in care • Provide independent living preparation • Make reasonable efforts to prevent the removal of an alleged or adjudicated abused, neglected, or dependent child from the child's home, eliminate the continued removal of the child from the child's home, or make it possible for the child to return home safely, except when not required by the court • Provide substitute care services for children until their parents can resume their responsibility or, if necessary, until a permanent adoptive home or alternative permanent family setting can be found for them
<p>Cuyahoga County Prosecutor's Office</p>	<p>The Cuyahoga County Prosecutor's Office will review cases for possible criminal prosecution in the appropriate Court of Cuyahoga County.</p> <p>The Office of the Cuyahoga County Prosecutor Children & Family Services Unit represents CCDCFS on issues including abuse, neglect, and dependency, filed in the Cuyahoga County Juvenile Court. Assistant Prosecutors are available 24 hours a day, 7 days a week to consult with CCDCFS about initiating legal proceedings.</p>
<p>County Peace Officer (Cuyahoga County Sheriff)</p>	<p>The Cuyahoga County Sheriff's Department mission as caretaker of the public's safety is dedicated to maintaining the trust and respect of those they serve by resolutely and aggressively enforcing the law and by committing themselves to the efficient and effective delivery of safety services. As agents of the community, they strive to provide appropriate custodial care along with programs that support the physical, spiritual and constitutional needs of individuals committed to their custody. They are required to work with the public children's service agency – CCDCFS – to assure reporting of abuse and neglect; coordinate interviews; eliminate unnecessary interviews; and, reduce trauma to children.</p>
<p>Chief Municipal Peace Officers and Law Enforcement</p>	<p>All municipal and other law enforcement entities in Cuyahoga County are required to respond to emergencies involving children. They are required to work with the public children's service agency – CCDCFS</p>

<p>Handling Abuse/Neglect Cases</p>	<p>– to assure reporting of abuse and neglect; coordinate interviews; eliminate unnecessary interviews; and, reduce trauma to children.</p>
<p>Cuyahoga County JFS</p>	<p>Cuyahoga Job and Family Services promotes economic self-sufficiency and personal responsibility for families and individuals by timely and accurately determining eligibility for a range of quality services that include Medicaid, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Prevention, Retention, and Contingency (PRC), Child Care Assistance, and Work Programs, in accordance with Federal, State, and County regulations. In addition, the Cuyahoga County Child Care Licensing Unit licenses and monitors all Family Child Care Providers in Cuyahoga County.</p>
<p>Cuyahoga County Office of Child Support Services</p>	<p>Office of Child Support Services helps families by establishing, maintaining, and modifying child support orders. The office also assists with establishing paternity, locating absent parents, and assisting with enforcement for health insurance coverage. OCSS works to engage non-custodial parents in effective co-parenting opportunities and enhance their capacity to provide financial and emotional support for their children.</p>
<p>County Humane Society</p>	<p>Humane Society Agents of the Cleveland Animal Protective League, the county humane society of Cuyahoga County, are mandatory reporters of known or suspected child abuse and neglect.</p>
<p>Canopy Child Advocacy Center</p>	<p>Canopy's mission is to serve children and families affected by child abuse through a multi-disciplinary partnership focused on safety, healing, and well-being. We envision a community where children are safe, families are resilient, and those affected by child abuse are empowered to heal and thrive.</p> <p>Canopy's team includes several agencies that work in close collaboration to ensure a timely and appropriate response to the needs of children and families. Coordinated investigations are conducted through the center to arrange services that provide justice and healing. By arranging the investigation process in one location, this practice reduces trauma by ensuring that the child does not have to repeat their story.</p>

Canopy takes cases that are referred to them through CCDCFS or local law enforcement. In Canopy's child-friendly setting, the child shares their story with a trained interviewer. Members of the multi-disciplinary team are able to watch the interview live from another room. It is also recorded. This ensures the child only has to tell their story one, limiting re-traumatization.

Pediatricians and Sexual Assault Nurse Examiners (SANEs) perform medical exams is needed. They assess the health of the child and provide necessary treatment and reassurance.

Canopy also collaborates with mental health providers in the community to ensure all children and families in need receive mental health treatment.

Victim advocates support children and families who are navigating the process after experiencing or witnessing abuse. Advocacy support includes facilitating legal, medical, and social services. Victim advocates ensure that the rights of the child and family are being upheld.

STATEMENT OF EXEMPTION

Statement of Exemption	
	Failure to follow the procedure set forth in this MoU by the concerned officials is not grounds for, and shall not result in, the dismissal of any charges or complaint arising from any reported case of abuse or neglect or the suppression of any evidence obtained as a result of any reported child abuse or child neglect and does not give, and shall not be construed as giving, any rights or any grounds for appeal or post-conviction relief to any person.

Failure to follow the procedure set forth in this MoU by the concerned officials is not grounds for, and shall not result in, the dismissal of any charges or complaint arising from any reported case of abuse or neglect or the suppression of any evidence obtained as a result of any reported child abuse or child neglect and does not give, and shall not be construed as giving, any rights or any grounds for appeal or post-conviction relief to any person.

SYSTEM FOR RECEIVING REPORTS

<p>Cuyahoga County Division of Children & Family Services</p>	<p>The CCDCFS receives referrals/reports of suspected child abuse and neglect twenty-four hours a day, seven days a week.</p> <p>Reports may be made by:</p> <ul style="list-style-type: none"> • Telephone to CCDCFS HOTLINE at (216) 696-KIDS (216-696-5437). • In person at Children and Family Services office: <ul style="list-style-type: none"> Jane Edna Hunter Building 3955 Euclid Avenue Cleveland, OH 44115 • Email: protecting-cuyahoga-kids@jfs.ohio.gov • Website: http://cfs.cuyahogacounty.us/en-us/Report-Child-Abuse-Neglect.aspx • Facebook: https://www.facebook.com/CuyahogaCountyDivisionofChildrenandFamilyServices/ Click on 'Contact us' to file a report.
<p>Law Enforcement</p>	<p>Calls may also be made to local law enforcement within the alleged victim's community. In general, jurisdiction exists where the incident is alleged to have occurred.</p> <p>Emergencies should be reported by using 911.</p>

After business hours and on weekends and holidays, the CCDCFS Hotline administers the **Adult Protective Services "Hotline"** for calls alleging the abuse, neglect and/or financial exploitation of disabled adults 18 – 60 and seniors over 60 years. Calls automatically roll over from the Cuyahoga County **Division of Senior & Adult Services Intake Referral line (216) 420-6700.**

**SYSTEM FOR RESPONDING TO AND INVESTIGATING REPORTS OF
CHILD ABUSE OR NEGLECT**

<p>Role of Child Welfare PCSA CCDCFS in an investigation</p>	<p>CCDCFS is required by the OAC (5101:2-36) to investigate all allegations of child abuse, neglect and dependency.</p> <p>The DCFS Hotline (216-696-KIDS) prioritizes abuse and neglect allegations according to the information received and the potential imminent risk of abuse and/or neglect. Our standards reflect the OAC, ORC and our mission: to assure that children at risk of abuse or neglect are protected and nurtured within a family and with the support of the community.</p>
<p>Hotline</p>	<p>Hotline staff will assign all "screened-in" reports (meaning, all those reports that meet our screening criteria and indicate intervention is necessary to assure a child's safety) a priority rating which prescribes the timeframe in which the investigation must be initiated:</p> <p>Emergency – A face-to-face contact with the child subject of the report (CSR) or alleged child victim (ACV) is initiated within one hour or less from the time the report is screened.</p> <p>Non-Emergency – A face-to-face contact with the CSR or ACV is initiated within twenty-four hours or less from the time the report is screened.</p> <ul style="list-style-type: none"> a. Based upon the allegations reported, there may be some situations in which a face-to-face or telephone contact with a principal of the report or collateral source, who has specific knowledge of the child's current condition and can provide current information about the child's safety, can be the initial contact. b. In these situations, there is a face-to-face contact with the ACV within seventy-two hours from the time the report is screened in to assess child safety and interview the ACV. <p>CCDCFS staff is available 24 hours a day to respond to incidents of abuse/neglect.</p>
<p>DCFS Role in an Emergency</p>	<p>An Emergency is defined as a situation where there is reason to believe that a child is threatened or alleged to be abused, neglected or dependent to an extent that the child is in immediate danger of serious harm (OAC 5101:2-1-01(B)(111)).</p> <p>Emergencies require the initiation of a face-to-face contact with the CSR or ACV within one hour of the receipt of the report.</p>

<p>DCFS Role in Non-Emergency</p>	<p>CCDCFS may request that law enforcement accompany them to a residence or other place as they respond to an emergency where children are in need of protection.</p> <p>CCDCFS will determine the priority which will be assigned to a report (see above) based on the Hotline's determination of imminent risk.</p> <p>If the CPS is refused access to a child, he or she immediately contacts the supervisor. The supervisor makes a determination of next steps (including contacting law enforcement, seeking guidance from the Prosecutor's Office, etc.) based upon the information about the child's safety.</p> <p>Immediate assistance from the Prosecutor's Office is requested if the CPS is refused access to the ACV or any records necessary to conduct the assessment/investigation.</p> <p>When there is enough information to suspect abuse, neglect or dependency, but not enough reason to believe that the child is at imminent risk to life, physical or mental health, or safety, an investigation and assessment of the circumstances will begin within twenty-four hours or less of receiving the report.</p>
<p>DCFS Response with Law Enforcement</p>	<p>CCDCFS will request assistance from law enforcement during an assessment/investigation when one or more of the following situations exist:</p> <ul style="list-style-type: none"> • CCDCFS has reason to believe that the child is in immediate danger of serious harm • CCDCFS has reason to believe that the worker is, or will be, in danger of harm • CCDCFS has reason to believe that a crime is being, or has been, committed against or involving a child • An exigent circumstance exists • Firearms are known to be in the home <p>Other reasons may include:</p> <ul style="list-style-type: none"> • The CCDCFS worker must conduct a home visit after regular CCDCFS business hours and a law enforcement escort is requested as a standard operating procedure

<p>Law Enforcement Protection of children</p>	<ul style="list-style-type: none"> • CCDCFS is removing a child from his or her family via an order of the court and the assistance of law enforcement is needed as CCDCFS has reason to believe the family will challenge the removal • CCDCFS must conduct an assessment/investigation at a known drug house • CCDCFS is working with a client who has a propensity toward violence and the assistance of law enforcement is needed to ensure the safety of all involved • CCDCFS is working with a family that has historically threatened to do harm to PCSA/CCDCFS staff <p>The law enforcement entity will follow its policies and determine what assistance it may provide in cases involving child safety and welfare. If law enforcement declines to honor a request from CCDCFS, then either party may request a meeting to discuss the particular situation.</p>
<p>Role of Law Enforcement in an Emergency</p>	<p>Law enforcement officials can protect children as permitted by:</p> <ul style="list-style-type: none"> • Juvenile Rules of Procedure 6 & 7 • ORC 2151.31 <p>A child may be taken into custody when law enforcement takes physical possession of a child and then delivers the child to a CCDCFS worker who has been authorized by CCDCFS to accept the child at 3955 Euclid Avenue, Cleveland Ohio. In such circumstances the law enforcement official will be requested to complete a CCDCFS form which provides information concerning the child and the circumstances which led the child to be in need of protection.</p> <p>In an effort to reduce a youth's exposure to trauma, officers shall consider the following:</p> <ol style="list-style-type: none"> a. Avoid handcuffing or arresting the parent in the presence of the youth. b. Allow arrested parents to comfort their children, explain what will happen next, and describe how the child will be cared for in his/her absence. c. Inquire whether an officer may return later to the home and arrange for the child's care in the parent's absence. <p>BEFORE a law enforcement officer uses Juvenile Rule 6 (JR6) and brings a child or teen to the Jane Edna Hunter Building they should consider the following options and consult with CCDCFS staff by calling (216) 696-KIDS PRIOR to transport/arrival.</p>

Harm to Self or Others – If a child has inflicted harm to self or has communicated a desire to harm themselves or others, officer should contact Mobile Crisis/Child Response Team.

Committed a Crime – If a child has committed a crime, officer should contact the Juvenile Detention Center to inquire if they meet the criteria for admission.

Parent Unable or Unwilling to Provide Care – If a parent is unable or unwilling to provide care, officer may work with non-custodial parent, family members, or other close contacts to explore options for safe, temporary care.

- Listen to all parties, including the child/teen.
- Let them know there could be other options other than CCDCFS custody if they are willing to help make a plan.
- Inform them what a JR6 entails, including an investigation, possible neglect complaint, required service completion, loss of government funds for children involved, mandated court involvement, and contained CCDCFS custody.

Always call the CCDCFS Hotline ((216) 696-KIDS) BEFORE initiating a JR6.

Law Enforcement shall utilize the Visor Card attached to this MoU for reference. *See Appendix 1.*

**SYSTEM OF CONSULTATION TO PROTECT CHILDREN
AND SHARING INVESTIGATIVE INFORMATION**

<p>Communication Among Subscribers</p>	<p>CCDCFS staff may contact law enforcement, the County Prosecutor or other subscribers as needed in matters which require their guidance, intervention or assistance to protect children.</p> <p>Subscribers/Signatories may contact CCDCFS in any way deemed most appropriate for their need:</p> <ul style="list-style-type: none"> • The CPS directly • The Community Relations Department (216) 432-CARE (2273) • The Hotline (216) 696-KIDS (5437) or 881- 5354, 881-5358, 881-5848, or 881-5849 • The assigned Supervisor, Senior Manager, Deputy Director • The CCDCFS Director <p>Effective communication requires professional courtesy and mutual respect among those working with children and their families. Contact information, chains of command, accountability and patience are tools that subscribers agree to share to make this MoU more effective.</p>
<p>CCDCFS Information Sharing (Required by ORC Section 2151.4221(B)(4))</p>	<p>ORC Section 2151.423 requires a public children services agency (CCDCFS) to disclose confidential information discovered during an investigation conducted pursuant to section ORC Section 2151.421 or ORC Section 2151.422 to any federal, state, or local government entity that needs the information to carry out its responsibilities to protect children from abuse or neglect.</p>
<p>Law Enforcement Information Sharing (Required by ORC Section 2151.4221(B)(5))</p>	<p>Law Enforcement will cooperate and share investigative information with CCDCFS. If CCDCFS and law enforcement have not completed a joint investigation, law enforcement will provide any investigative information and/or report(s) to CPS within 48 business hours of CPS request.</p>
<p>Medium/Process of Information Sharing (Required</p>	<p>Investigative information includes, but is not limited to, identifying and/or pertinent information about the family, the family members current or last known whereabouts, copies of filings to a court of competent jurisdiction, and copies of police reports.</p> <p>CCDCFS and the law enforcement subscribers/signatories shall share information, as described immediately above, over the phone, as requested, and/or through written correspondence and/or</p>

<p>by ORC Section 2151.4221(B)(6)</p> <p>Investigative information not to be disclosed with the public (Required by ORC Section 2151.4221(B)(7))</p>	<p>documentation. The written correspondence and/or documentation shall be submitted between CCDCFS and law enforcement through secure and encrypted e-mail.</p> <p>Subject to ORC Section 2151.421(I) and (N), as well as OAC Section 5101:2-33-21, all information regarding an investigation of child abuse or neglect shared between law enforcement and CCDCFS shall remain confidential and shall not be shared with the public or any other entity, except as otherwise required by law. See Appendix 2.</p> <p>Information and/or reports created by law enforcement shall remain the property of that law enforcement agency; information and/or reports created by CCDCFS shall remain the property of CCDCFS. Information received by one party from the other shall not be redistributed by the receiving party, unless specifically required by law.</p> <p>When CCDCFS provides law enforcement, or any other subscriber/signatory, with confidential child welfare information, pursuant to ORC Section 2151.423 and/or OAC Section 5101:2-33-21, it shall include the following notice:</p> <p>"The information provided is confidential and is not subject to disclosure pursuant to section 149.43 or 1347.08 of the Revised Code by the agency to whom the information was disclosed. Unauthorized dissemination of the contents of the information is in violation of section 2151.421 of the Revised Code. Anyone who permits or encourages unauthorized dissemination of the contents of the information violates section 2151.99 of the Revised Code and such a violation is a misdemeanor of the fourth degree."</p>
<p>Cross-Referrals Between CCDCFS and Law Enforcement</p>	<p>Pursuant to ORC Section 2151.421(E)(1), law enforcement shall refer a report of child abuse or neglect to CCDCFS upon receipt of such report.</p> <p>Pursuant to ORC Section 2151.421(E)(2), upon receipt of a report alleging child abuse or neglect, CCDCFS shall do all of the following:</p> <ol style="list-style-type: none"> 1) Comply with ORC Section 2151.422; 2) If the report alleges sexual abuse or other abuse covered by the Canopy CAC MoU, comply regarding the report with the protocol and procedures for referrals and investigations, with the coordinating activities, and with the authority or responsibility for performing or providing functions, activities, and services

stipulated in the interagency agreement entered into under section 2151.428 of the Revised Code relative to that center; and,

3) Unless an arrest is made at the time of the report that results in the appropriate law enforcement agency being contacted concerning the possible abuse or neglect of a child or the possible threat of abuse or neglect of a child, notify the appropriate law enforcement agency of the following:

- A report of abuse of a child;
- A report of neglect of a child - No later than seven calendar days after screening in reports of neglect if CCDCFS enacts a safety plan (in-home safety plan, out-of-home safety plan, or legally authorized removal) due to neglect during that timeframe unless an arrest is made at the time of the report that results in the appropriate law enforcement agency being contacted concerning the possible child neglect. Best practice would support notification of law enforcement when a safety plan is enacted after the first seven calendar days.

HANDLING AND COORDINATING JOINT INVESTIGATIONS

**Timeliness
Required**

Each of the below described investigative processes and procedures shall attempt to ensure that the assistance of law enforcement is obtained timely in cases where child abuse or neglect is alleged in order to ensure child safety and conduct investigative activities within the maximum sixty-day timeframe afforded PCSAs to complete abuse/neglect assessment/investigations pursuant to Chapter 5101:2-36 of the Ohio Administrative Code.

**Intra-familial
Investigations
Protocol**

CCDCFS follows the requirements for conducting investigations of intra-familial child abuse or neglect described in OAC 5101:2-36-03. ***See Appendix 3.***

In cases which the CPS has made a referral to law enforcement prior to meeting with the alleged child victim (ACV), and a joint interview cannot be convened timely, the priority mandate must be met by the CPS in order to determine the potential safety threat.

The intent of the interview of the child is to:

- gather sufficient information to use in criminal prosecution as warranted
- identify risk to the child
- determine services the child and family may need

CCDCFS will cooperate and share investigative information with law enforcement as noted in the previous section of this MoU, as well as OAC Section 5101:2-33-21.

**Specific
Investigations**

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CCDCFS follows the requirements for conducting specialized assessments/investigations, also known as child abuse or neglect investigations in "out-of-home care" settings, as described in OAC 5101:2-36-04. ***See Appendix 4.***

Out of Home Care

"Out-of-Home Care setting" is defined in OAC Section 5101:2-1-01(B)(208) as "a detention facility, shelter facility, foster home, pre-finalized adoptive placement, certified foster home, approved foster care, organization, certified organization, child care center, type A family day-care home, type B family day-care home, group home, institution, state institution, residential facility, residential care facility, residential camp, day camp, hospital, medical clinic, children's

<p>Specific Investigations -- Third Party</p>	<p>residential center, public or nonpublic school, or respite home that is responsible for the care, physical custody, or control of a child.”</p> <p>The CCDCFS Special Investigations Unit investigates reports of alleged abuse or neglect in out-of-home care settings. We share information about these investigations with subscribers to the MoU and others as permitted pursuant to OAC 5101:2-33-21.</p> <p>As set forth in OAC Section 5101:2-36-08(C)(1), a law enforcement agency may serve as the third party to an assessment/investigation of child abuse or neglect. CCDCFS shall request the assistance of law enforcement as the third party if the child abuse or neglect report alleges a criminal offense.</p> <p>However, as provided in OAC Section 5101:2-36-08(G), law enforcement may decline to serve as a third party to investigations of child abuse or neglect. In such instances, CCDCFS will be responsible for conducting the assessment/investigation, and is responsible for having procedures in place to address the conflict of interest and ensure completion of the assessment/investigation.</p>
<p>Specific Investigations -- Child deaths</p>	<p>Upon notification of the death of a child due to suspected child abuse or neglect CCDCFS will notify law enforcement within 1 hour of its knowledge of the child’s death.</p> <p>CCDCFS will perform its duties pursuant to OAC 5101:2-42-89 as required.</p> <p>The CPS will develop an action plan to:</p> <ul style="list-style-type: none"> • notify law enforcement within 1 hour of its knowledge of the child’s death • contact the parent, guardian or custodian, either within 1 hour of its knowledge of the child’s death if temporary custody or PPLA, or as appropriate if permanent custody • assess the need for protection of siblings • review the case record • assist with funeral arrangements, if requested, if temporary custody or PPLA • assume responsibility for funeral arrangements, if permanent custody • complete and submit ODJFS 01987 • provide other supportive services to the family

<p>Specific Investigations -- Missing Children and Human Trafficking</p>	<p>Cases including missing children and those suspected of human trafficking require a joint assessment/investigation with law enforcement. CCDCFS will cross refer to law enforcement.</p> <p>CCDCFS will immediately, or in no case later than 24 hours, contact the following agencies if it suspects a child known to it has been reported missing:</p> <ul style="list-style-type: none"> • Law enforcement • The National Center for Missing and Exploited Children (NCMEC) <p>Law enforcement shall do the following:</p> <ol style="list-style-type: none"> 1) Enter the case/child information into the National Crime Information Center (NCIC) database 2) Call the Ohio Attorney General's Office at (800) 325-5604 to request that information about the case/child be posted on the Ohio Missing Persons website <p>The Cuyahoga Regional Human Trafficking Task Force (CRHTTF) will be the lead agency in all Human Trafficking cases. The Cuyahoga County Sheriff's Department is the lead agency of the CRHTTF which is comprised of federal, state, and local law enforcement agencies that investigate both sex and labor trafficking cases. Call the CRHTTF at (216) 443-6085 to report a child suspected of being a victim of human trafficking.</p> <p>Each investigation will include a statement of assurance as to how the Agency will ensure the child's safety and not compromise the child protective assessment/investigation while concurrently assisting law enforcement with the criminal investigation.</p>
<p>Specific Investigations -- Alleged Withholding</p>	<p>The OAC 5101:2-36-07 cites specialized procedures for handling allegations involving withholding appropriate nutrition, hydration, medication, or medically indicated treatment from disabled infants with life-threatening conditions.</p> <p>These cases require a particular response due to the potential lethality of the circumstances. The procedures involve CCDCFS's Medical Investigation Unit (MIU), coordination with medical providers and will involve law enforcement, as necessary. <i>See Appendix 5.</i></p>
<p>Specific Investigations</p>	<p>CCDCFS will consult with the Prosecutor or report to law enforcement information regarding individuals who may aid, abet, encourage,</p>

<p>-- Dependent, Neglected, Unruly</p>	<p>induce or contribute to a child or ward of the Juvenile Court becoming a dependent or neglected child, becoming an unruly or delinquent child or leaving the custody of any person, department or public or private institution without the legal consent of that person, department, or institution.</p>
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INTERVIEWING THE CHILD WHO IS THE SUBJECT OF THE REPORT

<p>Joint Interviews</p>	<p>One of the primary goals of this MoU is to eliminate unnecessary interviews of children who are the subject of a report of suspected child abuse or neglect and to provide, when feasible, for only one interview of the child(ren). Joint interviews need to be done in a safe, neutral, child-appropriate setting.</p> <p>CCDCFS and law enforcement will follow the interviewing guidelines (including methods to be used in interviewing the child who is the subject of the report; standards and procedures addressing the categories of persons who may interview the child who is the subject of the report; and, a system for the elimination of all unnecessary interviews of a child who is the subject of the report) adopted in the Canopy Child Advocacy Center Memorandum of Understanding, attached hereto as Appendix 6, and incorporated herein by reference.</p>
<p>Parental Consent</p>	<p>CCDCFS will interview the alleged child victim (ACV) with parental consent, unless one of the following exigent circumstances exists:</p> <ul style="list-style-type: none"> • There is credible information indicating the child is in immediate danger of serious harm; • There is credible information indicating that the child will be in immediate danger of serious harm upon return home from school or other locations away from his or her home; • There is credible information indicating that the child may be intimidated from discussing the alleged abuse or neglect in his or her home; • The child requests to be interviewed at school or another location due to one of the circumstances listed above.
<p>Siblings</p>	<p>CCDCFS will not interview the siblings of an ACV, who themselves were not named as an ACV, at school or other locations away from their</p>

home, without parental consent, unless there are exigent circumstances as outlined above.

Additionally, if an ACV provides information during an interview that indicates a sibling might be in immediate danger of serious harm, or that the sibling could provide information regarding immediate danger of serious harm to the ACV, the interview of the sibling who was not identified as an ACV may commence without parental consent.

Law Enforcement

welfare. If the court issues an ex parte emergency order, a hearing will be held the next business day or as otherwise required by court order.

CCDCFS shall request the assistance of a law enforcement officer or a duly authorized officer of the court, if exigent circumstances requiring immediate intervention exist, and time does not permit obtaining a court order.

Law Enforcement may take custody of a child as permitted by Juvenile Rules of Procedure 6 & 7, and ORC 2151.31.

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NOTIFYING THE COUNTY PROSECUTING ATTORNEY

Failure to report	CCDCFS shall notify the Cuyahoga County Prosecutor or City Law Director when any mandated reporter of child abuse or neglect fails to report suspected or known child abuse or neglect.
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Unauthorized dissemination of information	CCDCFS shall notify the Cuyahoga County Prosecutor or City Law Director when there is unauthorized dissemination of confidential child information as required by OAC 5101:2-33-21(D).
Contributing to dependency	CCDCFS will consult with the Cuyahoga County Prosecutor and report to law enforcement information regarding individuals who may aid, abet, encourage, induce or contribute to a child or ward of the Court, becoming a dependent or neglected child, becoming an unruly or delinquent child or leaving the custody of any person, department or institution without legal consent.

TRAINING AND CONFLICT RESOLUTION

Training

Cross-system training is to be provided to and a plan developed by all signatories of this MOU to ensure parties understand the mission and goals identified in this MOU and are clear about the roles and responsibilities of each agency. Periodic training events will be coordinated by CCDCFS as the lead agency and notification of the trainings will be provided to the signatories of this agreement. By agreeing to participate in the county MOU process, signatories express a commitment to attend training opportunities when presented.

Conflict Resolution

When a conflict occurs among county partners, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable, this MOU must set forth the local process by which disputes will be resolved so as not to disrupt program effectiveness. As the mandated agency responsible for the provisions of child protective services, the ultimate decision on how to handle abuse/neglect investigations lies with CCDCFS. Every effort will be made to take into account other subscribers' requests and concerns relating to services.

Criminal investigations and prosecution remain the responsibility of the Prosecuting Attorney and appropriate law enforcement agencies. CCDCFS will assist these agencies but in no way interfere or jeopardize a criminal investigation or prosecution. For cases which come before the Court as it relates to decisions and orders, the Court's rulings are final.

In the event internal conflict resolution efforts fail and a statutorily required participant refuses to sign or engage in the MOU process, CCDCFS is to consult with the Cuyahoga County Prosecutor to explore available remedies.



SIGNATURE

The following subscribers/signatories have agreed to this MoU either in writing or electronically. All subscribers/signatories agree that this transaction can be conducted by electronic means. By signing below, the subscribers/signatories agree that this MoU, upon ODJFS' determination of compliance and Cuyahoga County Council's approval by resolution, shall be effective and supersede any previous MoU.

Cuyahoga County, Ohio

By David Merriman
David Merriman, HHS Director

Date 11/01/2022

By Jacqueline Fletcher
Jacqueline Fletcher, Interim DCFS Director

Date 11/01/22

Municipality

(SIGNATURE PAGES TO FOLLOW)

NOTE

The Ohio Administrative Code (OAC) requires that this MoU is amended when an individual serving as a required subscriber/signatory changes. CCDCFS will obtain the signatures and forward to all, however, it is the responsibility of the newly appointed subscriber to inform the Director of CCDCFS.

**Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding**

Municipality _____

Print Name _____

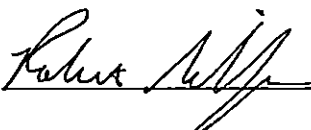
Signature _____

Date _____

Revised September 2022

Bay Village Police Department

Print Name: ROBERT GILLRSPIE

Signature: 

Date: 10/31/22

Beachwood Police Department

Print Name: Katherine McLaughlin


Signature: Katherine McLaughlin

Date: 11/2/22

**Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding**

Municipality BEDFORD P.D.

Print Name MARTIN STAMPLE Chief of Police

Signature 

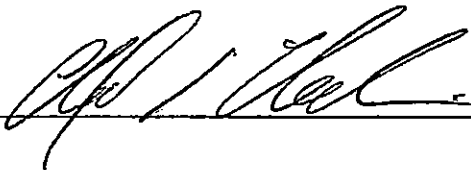
Date 11-7-22

Revised September 2022

**Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding**

Municipality Berea

Print Name Chief Dan Clark

Signature 

Date 11-10-22

Revised September 2022

Brook Park Police Department

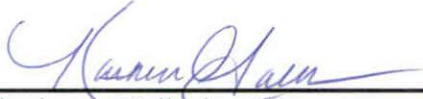
Print Name: Edward Powers III

Signature: 

Date: 11-2-2022

Brooklyn Police Department

Approved by



Katherine A. Gallagher Mayor

Date November 3rd 2022



Police Chief Scott Mielke

Date November 3rd 2022

Brooklyn Heights Police Department

Print Name: David J. Meade

Signature: 

Date: 10/26/22

CCDCFS – Jacqueline Fletcher

Print Name Jacqueline Fletcher

Signature 

Date 10/24/2022

**Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding**

Municipality CLEVELAND HEIGHTS POLICE

CHRISTOPHER M. BRITTON, CHIEF OF POLICE
City of Cleveland Heights, Ohio

Print Name _____

Signature CM Britton

Date 11/7/2022

Revised September 2022

Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding

Municipality Cleveland Rape Crisis Center

Print Name Sondra Miller

Signature *Sondra Miller*

Date November 7, 2022

Revised September 2022

Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding

Municipality CUYAHOGA COUNTY

Print Name SHARON A. HARVEY
PRESIDENT + CEO

Joseph G. Dell'Anno
CHIEF INVESTIGATOR

Signature [Signature] | [Signature]

Date 11/8/2022

Revised September 2022

Cuyahoga County Regional Human Trafficking Task Force

Print Name: LARRY HENNINGHAN
TASK FORCE DIRECTOR

Signature: 

Date: 11/3/2022

Cuyahoga County, Ohio Child Abuse and Neglect Memorandum of Understanding

Municipality Village of Cuyahoga Heights Police Department

Print Name Brian D. Sturgill - Chief of Police

Signature *Chief B. Sturgill*

Date November 17, 2022

Revised September 2022



Cuyahoga Heights Police

BRIAN STURGILL
Chief of Police

5480 Grant Avenue
Cuyahoga Heights, Ohio 44125

P: 216-640-2045
F: 216-883-4832
B.Sturgill@Cuyahogaheights.com

Euclid Police Department

Print Name: SCOTT MEYER, CHIEF

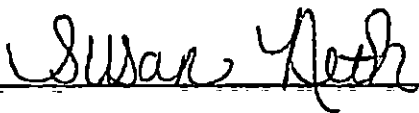
Signature: 

Date: 10-21-22

**Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding**

Municipality Cuyahoga County - Ohio

Print Name Susan Neth, Executive Director

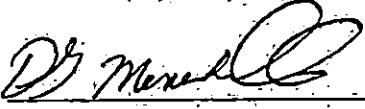
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Date 11/14/2022

Revised September 2022

Gates Mills Police Department

Print Name: Donno "Gee" Minichello

Signature: 

Date: 10/25/22

Glenwillow Police Department

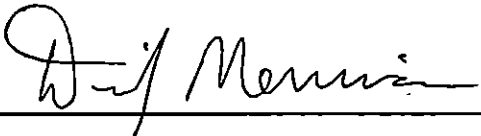
Print Name: CHIEF GREG CURTIN

Signature: Chief Greg Curtin

Date: NOVEMBER 3RD 2022

HHS – David Merriman

Print Name David Merriman

Signature 

Date 10/24/2022

Hunting Valley Police Department

Print Name: CHIEF MICHAEL CANNON

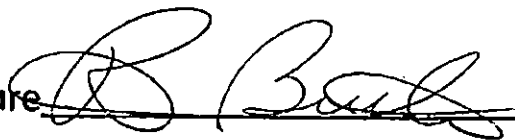
Signature: Chf Michael Cannon

Date: 10/18/2022

**Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding**

Municipality Independence

Print Name Robert Butler

Signature 

Date 11/15/2022

Revised September 2022

Lakewood Police Department


Print Name: CHIEF KEVIN KAUCHECK

Signature: Chief Kevin Kauchek

Date: 11/8/22

Mayfield Heights Police Department

Print Name: Anthony MELE

Signature: 

Date: 10/20/2022

MAYFIELD HEIGHTS POLICE DEPARTMENT



Anthony Mele

CHIEF OF POLICE

6154 Mayfield Road
Mayfield Heights, Ohio 44124
(440) 442-2323 EXT. 386
anthonymele@mayfieldheights.org

Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding

Municipality North Royalton

Print Name Keith Tarase

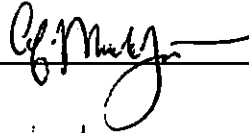
Signature CHIEF 

Date November 8, 2022

Revised September 2022

Oakwood Village Police Department

Print Name: MARK A. GARRAH

Signature: 

Date: 10/28/22

Parma Police Department

Print Name: John Porec

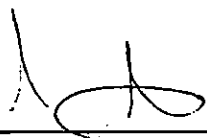
Signature: 

Date: 11-1-2022

**Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding**

Municipality PARMA HEIGHTS POLICE DEPARTMENT

Print Name CHIEF STEVE SCHARSCHMIDT

Signature 

Date NOVEMBER 15, 2022

Revised September 2022

Richmond Heights Police Department

Print Name: Thomas Wetzel Chief of Police

Signature: Thomas Wetzel

Date: OCT 21, 22

Seven Hills Police Department

Print Name: CHIEF MICHAEL SALLOUM

Signature: CHIEF M. SALLOUM

Date: 11-7-2022

**Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding**

Municipality SHAKER HEIGHTS POLICE DEPARTMENT

Print Name JEFFREY N. DeMUTH, CHIEF OF POLICE

Signature  _____

Date NOVEMBER 7, 2022

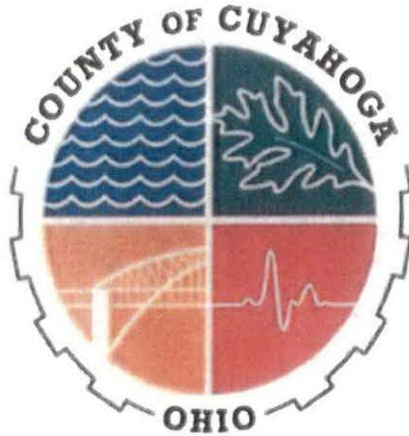
Revised September 2022

Strongsville Police Department

Print Name: MARK Fender

Signature: Mark Fender

Date: 11-1-2022



SIGNATURE

The following subscribers/signatories have agreed to this MoU either in writing or electronically. All subscribers/signatories agree that this transaction can be conducted by electronic means. By signing below, the subscribers/signatories agree that this MoU, upon ODJFS' determination of compliance and Cuyahoga County Council's approval by resolution, shall be effective and supersede any previous MoU.

Cuyahoga County, Ohio

By _____ Date _____
David Merriman, HHS Director

By _____ Date _____
Jacqueline Fletcher, Interim DCFS Director

Municipality VALLEY VIEW

(SIGNATURE PAGES TO FOLLOW)

Chif Sat R 10/26/2022

NOTE

The Ohio Administrative Code (OAC) requires that this MoU is amended when an individual serving as a required subscriber/signatory changes. CCDCFS will obtain the signatures and forward to all, however, it is the responsibility of the newly appointed subscriber to inform the Director of CCDCFS.

TRAINING AND CONFLICT RESOLUTION

Training

Cross-system training is to be provided to and a plan developed by all signatories of this MOU to ensure parties understand the mission and goals identified in this MOU and are clear about the roles and responsibilities of each agency. Periodic training events will be coordinated by CCDCFS as the lead agency and notification of the trainings will be provided to the signatories of this agreement. By agreeing to participate in the county MOU process, signatories express a commitment to attend training opportunities when presented.

Conflict Resolution

When a conflict occurs among county partners, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable, this MOU must set forth the local process by which disputes will be resolved so as not to disrupt program effectiveness. As the mandated agency responsible for the provisions of child protective services, the ultimate decision on how to handle abuse/neglect investigations lies with CCDCFS. Every effort will be made to take into account other subscribers' requests and concerns relating to services.

Criminal investigations and prosecution remain the responsibility of the Prosecuting Attorney and appropriate law enforcement agencies. CCDCFS will assist these agencies but in no way interfere or jeopardize a criminal investigation or prosecution. For cases which come before the Court as it relates to decisions and orders, the Court's rulings are final.

In the event internal conflict resolution efforts fail and a statutorily required participant refuses to sign or engage in the MOU process, CCDCFS is to consult with the Cuyahoga County Prosecutor to explore available remedies.

**Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding**

Municipality Village of Walton Hills

Print Name Detective Thomas Koth

Signature Det. T. Koth

Date 11/08/2022

Revised September 2022

**Cuyahoga County, Ohio Child Abuse and Neglect
Memorandum of Understanding**

Municipality WESTLAKE POLICE

Print Name LEVIN BSELORSE

Signature 

Date 11-14-22

Revised September 2022

Woodmere Police Department

Print Name: Sheila Mason

Signature: 

Date: October 21, 2022



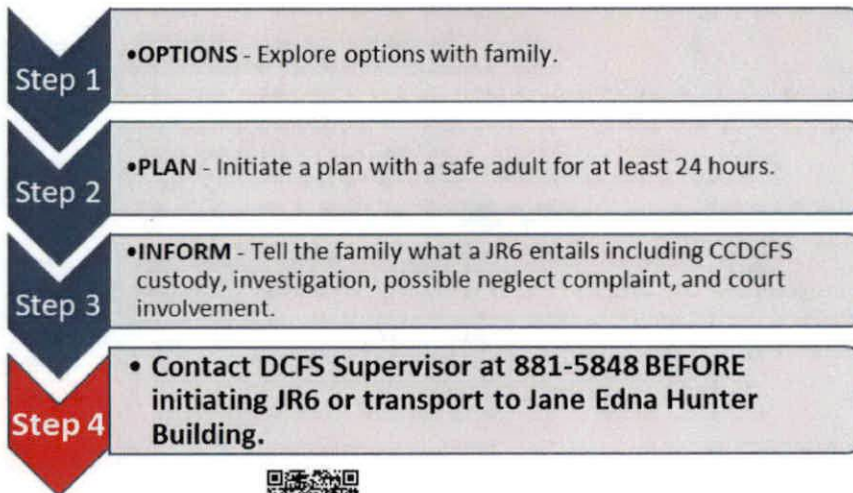
696-KIDS (5437) HOTLINE for
CHILD ABUSE AND NEGLECT:

- Physical abuse and neglect
- Young children home alone
- Sexual abuse
- Suspicious child deaths
- Domestic violence in the home with child present

TEEN/PARENT CRISIS:

- Risk of Harm to Self or Others – Contact Mobile Crisis Child Response Team: **216-623-6888**
- Youth committed a delinquent or criminal act – Contact Detention Center: **216-443-8400**
- Parents unable or unwilling to care for child – Work with family, friends, neighbors to locate a safe, temporary option. Perhaps a cooling off period.

Before You Drive to DCFS



Scan this QR code to access
 online resources

More Resources

v. 9/2022

Resources for Police and Families

24/7 Emergency Child Placement Hotline Supervisor

216-881-5848

Access to The Centers & Providence House for short-term emergency childcare for children in DCFS custody

Domestic Violence & Child Advocacy Center

216-391-HELP (4357)

Assess and offer shelter to battered women

Witness Victim Center

216-443-7345

Services for victims and witnesses of crime

Cleveland Rape Crisis Center

216-619-6192

24/7 Hotline for crisis counseling and assistance

Frontline Mobile Crisis Child Response Team

216-623-6888

24/7 Crisis and psychiatric services

Project CALM, Applewood

216-459-9827

Low-risk misdemeanors, mental and behavioral health needs

Westhaven Youth Shelter

216-941-0063

24/7 Emergency teen shelter

Jellefaire Missing & Runaway Youth

216-570-8010

24/7 Homeless and missing youth hotline

First Call for Help

211 or 216-436-2000

United Way Social service resources

Senior & Adult Services

216-420-6700

Adult protective services for abuse, neglect & exploitation

APL Animal abuse and cruelty hotline

216-377-1630

APPENDIX 2

OAC Ann. 5101:2-33-21

This document is current through updates effective July 1, 2022.

OH - Ohio Administrative Code > 5101:2 Division of Social Services > Chapter 5101:2-33 Administrative Requirements

5101:2-33-21. Confidentiality and dissemination of child welfare information.

- (A) Each referral, assessment/investigation and provision of services related to reports of child abuse, neglect, dependency, or family in need of services (FINS) is confidential. Information contained in the statewide automated child welfare information system (SACWIS) is confidential pursuant to section 5101.131 of the Revised Code. This information may be shared only when dissemination is authorized by this rule.
- (B) If any information is disseminated, the public children services agency (PCSA) shall notify the receiver of the information that all of the following apply:
- (1) The information is confidential and is not subject to disclosure pursuant to section 149.43 or 1347.08 of the Revised Code by the agency to whom the information was disclosed.
 - (2) Unauthorized dissemination of the contents of the information is in violation of section 2151.421 of the Revised Code.
 - (3) Anyone who permits or encourages unauthorized dissemination of the contents of the information violates section 2151.99 of the Revised Code and such a violation is a misdemeanor of the fourth degree.
- (C) The PCSA shall document in SACWIS that the dissemination of information occurred. Documentation shall include a summary of all of the following:
- (1) The specific information disseminated.
 - (2) The date the information was disseminated.
 - (3) The agency, organization, or individual to whom the information was disseminated.
 - (4) The reason for the dissemination of information.
 - (5) If required, written authorization to disseminate information pursuant to paragraphs (H) and (R) of this rule.
- (D) When any person commits, causes, permits, or encourages unauthorized dissemination of information, the PCSA shall give written notification of such unauthorized dissemination to the county prosecutor or city director of law and the Ohio department of job and family services (ODJFS). A copy of the written notification shall be maintained in the case record.
- (E) The PCSA shall not release the identities of the referent/reporter, and any person providing information during the course of an assessment/investigation shall remain confidential. The identities of these individuals shall not be released or affirmed by the PCSA to any party without the written consent of the individual(s) involved, except to those individuals outlined in paragraph (F) of this rule.
- (F) The PCSA shall release child welfare information to the following persons or entities:
- (1) ODJFS staff with supervisory responsibility in the administration of Ohio's child welfare program.

- (2) Law enforcement officials who are investigating a report of child abuse or neglect or that a person violated section 2921.14 of the Revised Code by knowingly making or causing another person to make a false report.
- (3) The county prosecutor who is investigating a report of child abuse or neglect or that a person violated section 2921.14 of the Revised Code by knowingly making or causing another person to make a false report.
- (4) Any PCSA or children services agency (CSA) assessing/investigating a child abuse or neglect report involving a principal of the case.
- (5) The court, for the purpose of the issuance of a subpoena to the referent/reporter.
- (G) The PCSA shall promptly disseminate all information determined to be relevant, except as specified in paragraph (E) of this rule, to any federal, state, or local governmental entity, or any agent of such entity, with a need for such information in order to carry out its responsibilities under law to protect children from abuse and neglect including but not limited to:
- (1) Law enforcement officials, as set forth in the child abuse and neglect memorandum of understanding, to investigate a PCSA report of child abuse or neglect, a report of a missing child, or a report that a person has violated section 2921.14 of the Revised Code, by knowingly making or causing another person to make a false report of child abuse or neglect.
- (2) The county prosecutor, to provide legal advice or initiate legal action on behalf of an alleged child victim; and to prosecute any person who has violated section 2921.14 of the Revised Code, by knowingly making or causing another person to make a false report of child abuse or neglect.
- (3) A guardian ad litem or court appointed special advocate pursuant to section 2151.281 of the Revised Code and the *Ohio rules of superintendence rule 48*.
- (4) Any PCSA or CSA as defined in rule [5101:2-1-01 of the Administrative Code](#), which is currently assessing/investigating a report of child abuse or neglect involving a principal of the case or providing services to a principal of the case. In an emergency situation, the requested information may be released by telephone to a verified representative of a CSA. The PCSA releasing information will verify the identity, job title and authority/job duties of the CSA representative prior to releasing any information. All of the following information shall be released:
- (a) The name and role of each principal of the case registered in any prior report.
- (b) The date, allegation and disposition of each report or allegation.
- (c) The name and telephone number of the county PCSA that conducted an assessment/investigation or provided services for each report.
- (5) A coroner, to assist in the evaluation of a child's death due to alleged child abuse and/or neglect.
- (6) Child abuse and neglect multidisciplinary team members, for consultation regarding investigative findings or the development and monitoring of a case plan.
- (7) Public service providers working with a parent, guardian, custodian or caretaker or children of the family about whom the information is being provided, including but not limited to:
- (a) Probation officers and caseworkers employed by the court, adult parole authority, rehabilitation and corrections, or the department of youth services.
- (b) Employees of the local county boards of developmental disabilities and employees of the local county boards of alcohol drug addiction and mental health.
- (8) A school administrator or designee for any child in the custody of the PCSA pursuant to rule [5101:2-42-90 of the Administrative Code](#) and the Every Student Succeeds Act of 2015, [20 U.S.C. 6311\(g\)\(1\)\(E\)](#).

- (9) The licensing and supervising authorities of a public or non-public out-of-home care setting in which child abuse or neglect is alleged to have occurred.
- (10) The approving authority of a kinship care setting in which child abuse or neglect is alleged to have occurred.
- (11) Administrators of public out-of-home care settings in which child abuse or neglect is alleged to have occurred including but not limited to:
- (a) Psychiatric hospitals managed by the Ohio department of mental health.
 - (b) Institutions managed by county courts for unruly or delinquent children.
 - (c) Institutions managed by the Ohio department of youth services.
 - (d) Institutions or programs managed by the Ohio department of developmental disabilities or local boards of developmental disabilities.
- (12) Child abuse citizen review boards upon request.
- (13) A child fatality review board recognized by the Ohio department of health, upon request except when a county prosecutor intends to prosecute or a judge prohibits release according to procedures contained in sections 5153.171, 5153.172 and 5153.173 of the Revised Code.
- (14) A grand jury or court, as ordered.
- (15) A children's advocacy center, as set forth in the PCSA child abuse and neglect memorandum of understanding, to comply with the protocols and procedures for receiving referrals and conducting investigations, to coordinate activities, and to provide services for reports alleging sexual abuse or other types of abuse.
- (16) A CDJFS, for child care licensure pursuant to section 5153.175 of the Revised Code and for joint planning and sharing of information pursuant to rule [5101:2-33-28 of the Administrative Code](#).
- (H) Except as specified in paragraph (E) of this rule or if disclosure would jeopardize a criminal investigation or proceeding, the PCSA shall promptly disseminate all information it determines to be relevant to an individual or agency, with written authorization from the PCSA director or designee, when it is believed to be in the best interest of any of the following:
- (1) An alleged child victim, a child subject of the report, the family, or the caretaker.
 - (2) Any child residing within, or participating in an activity conducted by an out-of-home care setting when necessary to protect children in that setting.
 - (3) A child who is an alleged perpetrator.
- (I) Upon receiving a request for disclosure to the public regarding the findings or information about a case of child abuse or neglect which has resulted in either a child fatality or a near fatality that, as certified by a physician, placed the child in serious or critical condition, the PCSA shall prohibit disclosure of such information if it is determined by the PCSA that any of the following would occur:
- (1) Harm to the child or the child's family.
 - (2) Jeopardize a criminal investigation or proceeding.
 - (3) Interfere with the protection of those who report child abuse or neglect.
- (J) If the PCSA has determined to disclose to the public information pursuant to paragraph (I) of this rule, the PCSA shall provide all of the following:
- (1) The cause of and circumstances regarding the fatality or near fatality.
 - (2) The age and gender of the child.

- (3) Information describing and the findings of any previous reports of child abuse or neglect assessment/investigations that are pertinent to the child abuse or neglect that led to the fatality or near fatality.
- (4) Any services provided by the PCSA on behalf of the child that are pertinent to the child abuse or neglect that led to the fatality or near fatality.
- (5) Any actions, including but not limited to court filings, removals or implementation of safety plans on behalf of the child that are pertinent to the child abuse or neglect that led to the fatality or near fatality.
- (K) Upon request, the PCSA shall promptly disseminate to a mandated reporter, who makes a report of child abuse or neglect, information pursuant to section 2151.421 of the Revised Code.
- (1) Whether the PCSA has initiated an investigation.
 - (2) Whether the PCSA is continuing to investigate.
 - (3) Whether the PCSA is otherwise involved with the child who is the subject of the report.
 - (4) The general status of the health and safety of the child who is the subject of the report.
 - (5) Whether the report has resulted in the filing of a complaint in juvenile court or of criminal charges in another court.
- (L) The PCSA shall promptly disseminate all information it determines to be relevant to the principals of the case, in accordance with [Chapter 5101:2-36 of the Administrative Code](#), to inform them of the following:
- (1) Each allegation contained in the report.
 - (2) All report dispositions resulting from the assessment/investigation.
 - (3) All case decisions resulting from the alternative response assessment.
- (M) The PCSA shall promptly disseminate all information determined to be relevant, except as specified in paragraph (E) of this rule, to all of the following persons or entities:
- (1) The non-custodial parent of the alleged child victim or child subject of the report, and children being provided services by the PCSA when the PCSA believes such sharing would be in the best interest of the child.
 - (2) A physician, for the diagnostic assessment of a child where there is reason to believe the child may be a victim of abuse or neglect.
 - (3) A private service provider, for diagnostic evaluations of and service provision to the alleged child victim or child subject of the report and his family.
 - (4) The administrator of a non-public out-of-home care setting in which child abuse or neglect is alleged to have occurred.
 - (5) A foster, relative and non-relative caregiver, as required by rule [5101:2-42-90 of the Administrative Code](#).
 - (6) The superintendent of public instruction, pursuant to section 5153.176 of the Revised Code, when the report involves a person who holds a license issued by the state board of education where the agency has determined that child abuse or neglect occurred and that abuse or neglect is related to the person's duties and responsibilities under the license.
- (N) The PCSA shall utilize information outlined in paragraph (O) of this rule obtained from the alleged perpetrator search within SACWIS for the purpose of a background check for any of the following:
- (1) Foster care licensure, pursuant to Chapters 5101:2-5 and 5101:2-7 of the Administrative Code.
 - (2) An adoption homestudy, pursuant to Chapter 5101:2-48 of the Administrative Code.

(3) A relative or non-relative caregiver approval for placement, pursuant to rule [5101:2-42-18 of the Administrative Code](#).

(O) The PCSA shall consider reports that meet the following criteria when the information is being used for a background check in accordance with paragraphs (N) and (G)(16) of this rule:

(1) Substantiated reports where the subject of the search was the alleged perpetrator.

(2) Indicated reports where the subject of the search was the alleged perpetrator.

(P) If releasing information pursuant to paragraphs (N) and (G)(16) of this rule, the PCSA shall not release any information pertaining to an unsubstantiated report or an alternative response report.

(Q) The PCSA shall refer any individual who inquires whether his or her name has been placed or remains within SACWIS as the alleged perpetrator of child abuse and/or neglect to ODJFS. An individual may submit a request to ODJFS. The request must contain the following:

(1) The individual's full name, including maiden and any other names utilized; address; date of birth and social security number.

(2) A copy of two of the following forms of identification, with at least one containing the individual's social security number:

(a) Social security card.

(b) Driver license.

(c) State identification card.

(d) Birth certificate.

(e) Passport or travel visa.

(R) At his or her sole discretion, a PCSA director or designee may disseminate information to a researcher in the area of child welfare, if the information is determined to be relevant to the researcher, and the results of the research will be beneficial to the county PCSA in administering child welfare programs/services. Authorization of the dissemination shall be documented. No direct access to SACWIS or any other state of Ohio database shall be requested by or on behalf of, nor approved for or granted to, any researcher pursuant to rule [5101:2-33-70 of the Administrative Code](#). The PCSA shall disclose only the minimum information needed by the researcher to perform the study, and, prior to disseminating information to any researcher, the PCSA shall require the researcher to sign an agreement which addresses all of the following:

(1) The researcher shall not disseminate confidential information containing names or data by which any individual or out-of-home care setting could be identified or deductively inferred.

(2) The PCSA shall review the research prior to its dissemination or publication to ensure that the research is void of names or data by which any individual or out-of-home care setting could be identified or deductively inferred.

(3) The researcher shall accept liability for unauthorized dissemination of information.

APPENDIX 3

OAC Ann. 5101:2-36-03

This document is current through updates effective July 1, 2022.

**OH - Ohio Administrative Code > 5101:2 Division of Social Services > Chapter 5101:2-36
Screening and Investigation**

5101:2-36-03. PCSA requirements for intra-familial child abuse and/or neglect assessment/investigations.

(A) A public children services agency (PCSA) shall conduct an intra-familial child abuse and/or neglect assessment/investigation in response to a child abuse and/or neglect report if one or more of the following applies:

- (1)** The alleged perpetrator is a member of the alleged child victim's family.
- (2)** The alleged perpetrator is known to the family or child and has had access to the alleged child victim, whether or not the access was known or authorized by the child's parent, guardian or custodian.
- (3)** The alleged perpetrator is involved in daily or regular care for the alleged child victim, excluding a person responsible for the care of a child in an out-of-home care setting.

(B) An intra-familial assessment/investigation shall involve a third party if a principal named in the report poses a conflict of interest for the PCSA pursuant to rule [5101:2-36-08 of the Administrative Code](#).

(C) The PCSA may request the assistance of law enforcement during an assessment/investigation if one or more of the following situations exist and the reason for contacting law enforcement is documented in the case record:

- (1)** The agency has reason to believe that the child is in immediate danger of serious harm.
- (2)** The agency has reason to believe that the worker is, or will be, in danger of harm.
- (3)** The agency has reason to believe that a crime is being committed, or has been committed against a child.
- (4)** The assistance of law enforcement needs to be invoked in accordance with the county child abuse and neglect memorandum of understanding.

(D) The PCSA shall initiate the screened in child abuse and/or neglect report in accordance with the following:

- (1)** For an emergency report, attempt a face-to-face contact with the alleged child victim within one hour from the time the referral was screened in, to assess child safety and interview the alleged child victim.
- (2)** For all other reports, attempt a face-to-face contact or complete a telephone contact within twenty-four hours from the time the referral was screened in, with a principal of the report or collateral source who has knowledge of the alleged child victim's current condition, and can provide current information about the child's safety.
- (3)** If face-to-face contact with the alleged child victim was not attempted within the twenty-four hour time frame, an attempt of face-to-face contact with the alleged child victim shall be made within seventy-two hours from the time the report was screened in to assess child safety and interview the alleged child victim.

- (E) The PCSA shall document in the case record the date, time, and with whom the assessment/investigation was initiated.
- (F) The PCSA shall complete the JFS 01401 "Comprehensive Assessment Planning Model - I.S., Safety Assessment" (rev. 2/2006) pursuant to rule [5101-2-37-01 of the Administrative Code](#).
- (1) The PCSA shall attempt face-to-face contact with the alleged child victim and a parent, guardian, custodian, or caregiver within the first four working days from the date the report was screened in as an abuse or neglect report.
- (2) If the PCSA's attempt to complete face-to-face contact pursuant to paragraph (F)(1) of this rule is unsuccessful, the PCSA shall attempt at least one additional face-to-face contact within the first four working days from the date the referral was screened in as a report.
- (G) If the attempted face-to-face contacts with the alleged child victim, as specified in paragraphs (D) and (F) of this rule are unsuccessful, the PCSA shall, at a minimum, continue making attempts for face-to-face contact at least every five working days until the child is seen or until the PCSA is required to make a report disposition pursuant to paragraph (V) or (W) of this rule.
- (H) The PCSA shall not interview the alleged child victim or his or her siblings without parental consent, unless one of the following exigent circumstances exists:
- (1) There is credible information indicating the child is in immediate danger of serious harm.
- (2) There is credible information indicating that the child will be in immediate danger of serious harm upon return home from school or other locations away from his or her home.
- (3) There is credible information indicating that the child may be intimidated from discussing the alleged abuse or neglect in his or her home.
- (4) The child requests to be interviewed at school or another location due to one of the circumstances listed in this paragraph.
- (I) Should an alleged child victim provide information during an interview that indicates a sibling might be in immediate danger of serious harm or that the sibling could provide information regarding immediate danger of serious harm to the alleged child victim, the interview of the sibling who was not identified as an alleged child victim may commence without parental consent.
- (J) The specific facts necessitating that investigative interviews of a child be conducted without parental consent must be documented in the case record.
- (K) If a child is interviewed without parental consent, then the same day, the PCSA shall attempt a face-to-face contact or complete a telephone contact with the child's parent, guardian, or custodian to inform them that an interview of the child occurred and provide the specific facts necessitating the child be contacted without parental consent.
- (L) If the attempt to contact the child's custodian pursuant to paragraph (K) of this rule is unsuccessful, the PCSA shall continue to attempt to complete face-to-face contact with the child's parent, guardian or custodian once every five working days until contact is made with the child's parent, guardian, or custodian, or until the PCSA is required to make a case disposition pursuant to paragraphs (V) and (W) of this rule.
- (M) The PCSA shall conduct and document face-to-face interviews with each child residing within the home of the alleged child victim. If possible each child should be interviewed separately and apart from the alleged perpetrator. The purpose of the interviews is to:
- (1) Evaluate each child's condition.
- (2) Determine if each child is safe.
- (3) Obtain each child's explanation regarding the allegations contained in the report.
- (N) The PCSA need not interview a child if it is documented in the case record that:

- (1) The child does not have sufficient verbal skills, or
 - (2) Additional interviewing would be detrimental to the child, unless requested by the lead PCSA pursuant to paragraph (BB) or (CC) of this rule.
- (O) The PCSA shall conduct and document face-to-face interviews with the alleged perpetrator and all adults residing in the home of the alleged child victim, unless law enforcement or the county prosecutor will interview the alleged perpetrator pursuant to the procedures delineated in the county child abuse and neglect memorandum of understanding, in order to:
- (1) Assess his or her knowledge of the allegation.
 - (2) Observe the interaction between the alleged child victim and caretaker.
 - (3) Obtain relevant information regarding the safety and risk to the child.
- (P) The PCSA shall advise the alleged perpetrator of the allegations made against him or her at the time of the initial contact with the person. The initial contact between the PCSA and the alleged perpetrator of the report includes the first face-to-face or telephone contact, whichever occurs first, if information is gathered as part of the assessment/investigation process.
- (Q) The PCSA shall conduct and document face-to-face or telephone interviews with any person identified as a possible source of information during the assessment/investigation to obtain relevant information regarding the safety of and risk to the child. The PCSA shall exercise discretion in the selection of collateral sources to protect the family's right to privacy.
- (R) The PCSA shall take any other actions necessary to assess safety and risk to the child. These actions may include, but are not limited to:
- (1) Taking photographs of areas of trauma on the child's body.
 - (2) Taking photographs of the child's environment with the parent, guardian, or custodian's consent.
 - (3) Attempting to secure a medical examination or psychological evaluation or both of the child with consent of the child's parent, guardian, or custodian or with a court order.
 - (4) Attempting to secure any relevant records, including but not limited to school, mental health, and medical records.
- (S) For all reports involving an infant identified as affected by legal or illegal substance abuse or withdrawal symptoms resulting from prenatal or postnatal substance exposure pursuant to rule [5101:2-1-01 of the Administrative Code](#) the PCSA shall:
- (1) Ensure the plan of safe care has been developed.
 - (2) Ensure the plan of safe care addresses the safety needs of the infant.
 - (3) Ensure the plan of safe care addresses the health and substance use disorder treatment needs of the affected family or caregiver.
- (T) At any time the PCSA determines a child to be in immediate danger of serious harm, the PCSA shall follow procedures outlined in rule [5101:2-37-02 of the Administrative Code](#).
- (U) If the PCSA determines supportive services are necessary, the supportive services shall be made available to the child, his or her parent, guardian, or custodian during all of the following pursuant to procedures established in rule [5101:2-40-02 of the Administrative Code](#):
- (1) The safety planning process.
 - (2) The assessment/investigation process.
- (V) The PCSA shall complete the report disposition and arrive at a final case decision by completing the JFS 01400 "Comprehensive Assessment Planning Model - I.S., Family Assessment" (rev. 7/2006) no later than forty-five days from the date the PCSA screened in the referral as a child abuse and/or neglect report.

The PCSA may extend the time frame by a maximum of fifteen days if information needed to determine the report disposition and final case decision cannot be obtained within forty-five days and the reasons are documented in the case record pursuant to rule [5101:2-36-11 of the Administrative Code](#).

(W) When the child abuse and/or neglect report involves a principal of the report who is currently receiving ongoing protective services from the PCSA, the PCSA shall complete the report disposition by completing the JFS 01402 "Comprehensive Assessment Planning Model - I.S., Ongoing Case Assessment/Investigation" (rev. 7/2006).

(1) The JFS 01402 shall be completed no later than forty-five days from the date the PCSA screened in the referral as a child abuse and/or neglect report.

(2) The PCSA may extend the time frame by a maximum of fifteen days if information needed to determine the report disposition cannot be obtained within forty-five days and the reasons are documented in the case record pursuant to rule [5101:2-36-11 of the Administrative Code](#).

(X) The PCSA shall not waive the completion of the report disposition.

(Y) The PCSA shall request assistance from the county prosecutor, the PCSA's legal counsel, and/or the court if refused access to the alleged child victim or any records necessary to conduct the assessment/investigation.

(Z) The PCSA shall have an interpreter present for all interviews if the PCSA has determined that a principal of the report has a language or any other impairment that causes a barrier in communication, including but not limited to a principal of the report who is deaf or hearing impaired, limited English proficiency or is developmentally delayed.

(AA) Within two working days of completion of the assessment/investigation, the PCSA shall do all of the following as applicable:

(1) Notify the child, unless the child is not of an age or developmental capacity to understand; and the child's parent, guardian, or custodian of the report disposition and final case decision.

(2) Notify the alleged perpetrator in writing of the report disposition; the right to appeal; and the method by which the alleged perpetrator may appeal the disposition as outlined in rule [5101:2-33-20 of the Administrative Code](#).

(3) Refer all children under the age of three to "Help Me Grow" for early intervention services if there is in a substantiated report of child abuse or neglect regardless of the child's role in the report.

(4) Refer any infant who has been born and identified as affected by legal or illegal substance abuse or withdrawal symptoms or fetal alcohol spectrum disorder resulting from prenatal drug exposure to "Help Me Grow."

(5) Notify all participants involved in the plan of safe care of the final case decision. The final decision includes whether the case will be transferred for ongoing PCSA services, closed and referral made to community services, or closed. The following plan of safe care participants shall be notified:

(a) Parents, guardians, custodians or other caregivers for the infant.

(b) Health care providers involved in the delivery or care of the infant.

(c) Collaborating professional partners and agencies involved in caring for the infant and family.

(6) Notify the child's non-custodial parent, who holds residual parental rights to the child and maintains an ongoing relationship through visitation with the child and/or payment of child support, of the receipt of the report, the report disposition, and the case decision.

(7) Document in the case record, the date and method of notification to the principals of the report of the above listed activities.

(BB) If two or more Ohio PCSAs are involved in an assessment/investigation the lead county shall be determined by the following criteria:

- (1) The PCSA located within the county where a juvenile court has issued a protective supervision order.
 - (2) The PCSA located within the county where the custodial parent, legal guardian, legal custodian of the alleged child victim resides.
 - (3) If an order of shared parenting has been issued and a residential parent has not been designated by the court, the PCSA located within the county of residence of the custodian who has physical care of the alleged child victim at the time the incident occurred.
- (CC) If a report of child abuse and neglect involves a child who is living in a shelter for victims of domestic violence or a homeless shelter, the PCSA that received the report shall do one of the following:
- (1) Determine if the child was brought to the shelter pursuant to an agreement with a shelter in another county. If a determination is made that there was an agreement in place, the PCSA from the county from which the child was brought shall lead the assessment/investigation and provide the required supportive services or petition the court for custody of the child, if necessary.
 - (2) Lead the assessment/investigation if a determination is made that the child was not brought to the shelter under an agreement with a shelter in another county. If two or more PCSAs are involved, all PCSAs shall be responsible for following procedures outlined in this rule.
 - (3) Commence the assessment/investigation if a determination cannot be made immediately if an agreement is in effect.
- (DD) If requested by the lead PCSA, either verbally or in writing, the non-lead PCSA located in a non-contiguous county shall conduct interviews of any principals of the report and collateral sources presently located within its jurisdiction to provide the lead agency with the information necessary to complete the JFS 01401, JFS 01400, and/or JFS 01402 within the time frames outlined in this rule. All PCSAs involved shall document the request in the case record.
- (EE) The PCSA shall follow procedures set forth in rule [5101:2-36-07 of the Administrative Code](#) if the report involves alleged withholding of medically indicated treatment from a disabled infant with life-threatening conditions.
- (FF) The assessment/investigation documentation and any materials obtained as a result of the assessment/investigation shall be maintained in the case record. If any information gathering activity cannot be completed, justification and the written approval of the director or the designee shall be filed in the case record in accordance with rule [5101:2-36-11 of the Administrative Code](#).

APPENDIX 4

OAC Ann. 5101:2-36-04

This document is current through updates effective July 1, 2022.

OH - Ohio Administrative Code > 5101:2 Division of Social Services > Chapter 5101:2-36 Screening and Investigation

5101:2-36-04. PCSA requirements for conducting a specialized assessment/investigation.

- (A) The public children services agency (PCSA) shall conduct a specialized assessment/investigation if the child abuse or neglect report involves an alleged perpetrator who meets one or more of the following criteria:
- (1) Is a person responsible for the alleged child victim's care in an out-of-home care setting as defined in rule [5101:2-1-01 of the Administrative Code](#).
 - (2) Is a person responsible for the alleged child victim's care in out-of-home care as defined in section 2151.011 of the Revised Code.
 - (3) Has access to the alleged child victim by virtue of his/her employment by or affiliation to an organization as defined in section 2151.011 of the Revised Code.
 - (4) Has access to the alleged child victim through placement in an out of home care setting.
- (B) A specialized assessment/investigation shall require a third party if a principal named in the report poses a conflict of interest for the PCSA pursuant to rule [5101:2-36-08 of the Administrative Code](#).
- (C) If a specialized assessment/investigation of an abuse and/or neglect report involves multiple alleged child victims from multiple cases, the PCSA shall complete a separate assessment/investigation for each case. The completion of the JFS 01403, "Specialized Assessment Investigation" (rev. 2/2006) is required for each case.
- (D) The PCSA shall initiate the screened in child abuse and/or neglect report in accordance with the following:
- (1) For an emergency report, attempt a face-to-face contact with the alleged child victim within one hour from the time the referral was screened in, to assess child safety and interview the alleged child victim.
 - (2) For all other reports, attempt a face-to-face contact or complete a telephone contact within twenty-four hours from the time the referral was screened in, with a principal of the report or collateral source who has knowledge of the alleged child victim's current condition, and can provide current information about the child's safety.
- (E) If face-to-face contact with the alleged child victim was not completed within the twenty-four hour time frame, an attempt of face-to-face contact with the alleged child victim shall be made within seventy-two hours from the time the report was screened in to assess child safety and interview the alleged child victim.
- (F) The PCSA shall document in the case record the date, time, and with whom the specialized assessment/investigation was initiated.
- (G) If the attempted face-to-face contact with the alleged child victim, as specified in paragraphs (D) and (E) of this rule is unsuccessful, the PCSA shall continue to make attempts for face-to-face contact, every five working days until the child is seen or until the PCSA is required to make a report disposition pursuant to paragraph (U) of this rule.

(H) If a child abuse and/or neglect report involves an alleged child victim, or the sibling of an alleged child victim who was not named as an alleged child victim, who is not in the custody of a PCSA or PCPA, the PCSA shall not interview the child without parental consent unless one of the following exigent circumstances exists:

- (1)** There is credible information indicating the child is in immediate danger of serious harm.
- (2)** There is credible information indicating that the child will be in immediate danger of serious harm upon return home from school or other locations away from home.
- (3)** There is credible information indicating that the child may be intimidated from discussing the alleged abuse or neglect in his or her home.
- (4)** The child requests to be interviewed at school or another location due to one of the circumstances listed in this paragraph.

(I) Should an alleged child victim provide information during an interview that indicates a sibling might be in immediate danger of serious harm or that the sibling could provide information regarding immediate danger of serious harm to the alleged child victim, the interview of the sibling who was not identified as an alleged child victim may commence without parental consent.

(J) The specific facts necessitating that assessment/investigative interviews of a child be conducted without parental consent must be documented in the case record.

(K) If an alleged child victim or sibling is interviewed without parental consent, then the same day, the PCSA shall attempt a face-to-face or complete a telephone contact with the alleged child victim's parent, guardian, or custodian to inform them that an interview of their child occurred.

(1) If the attempt to contact the child's custodian pursuant to this paragraph is unsuccessful, the PCSA shall continue to attempt to contact the child's parent, guardian or custodian once every five working days until contact is made with the child's parent, guardian, or custodian, or until the PCSA makes a report disposition pursuant to paragraph (U) of this rule.

(2) The PCSA shall document in the case record the date and time of the contact, or attempted contacts.

(L) If the PCSA conducts a specialized assessment/investigation, the PCSA shall:

(1) Within twenty-four hours of the screening decision contact the out-of-home care setting or organization administrative officer, director, or other chief administrative officer, or if the administrative officer, director or other chief administrative officer is alleged to be the perpetrator, the board of directors, county commissioners, or law enforcement as applicable in order to:

- (a)** Share information regarding the report.
- (b)** Discuss what actions have been taken to protect the alleged child victim.
- (c)** Provide information about the assessment/investigation activities that will follow.

(2) No later than the next working day from the date the referral was screened in as a child abuse and/or neglect report, inform the parent(s), guardian, or custodian of the alleged child victim that a report of abuse and/or neglect involving his or her child is being assessed/investigated and of the allegations contained within the report.

(3) No later than the next working day from the date the referral was screened in as a child abuse and/or neglect report, contact licensing and supervising authorities, as appropriate, to share information.

(4) Attempt to coordinate the interview of the alleged child victim if another agency is required by statute or administrative rule to conduct its own assessment/investigation to minimize the number of interviews of the child.

(5) Conduct and document face-to-face interviews with the alleged child victim to:

- (a) Evaluate the alleged child victim's condition.
 - (b) Determine whether the child is safe.
 - (c) Obtain the alleged child victim's explanation regarding the allegations contained in the report.
- (6) Conduct and document all face-to-face interviews with the alleged perpetrator, unless law enforcement or the county prosecutor will interview the alleged perpetrator pursuant to the procedures delineated in the county child abuse and neglect memorandum of understanding, in order to assess his or her knowledge of the allegation.
- (7) Advise the alleged perpetrator of the allegations made against him or her at the time of the initial contact with the person. The initial contact between the PCSA and the alleged perpetrator of the report includes the first face-to-face or telephone contact, whichever occurs first, if information is gathered as part of the assessment/investigation process.
- (8) Conduct and document face-to-face or telephone interviews with any person identified as a possible source of information during the assessment/investigation to obtain relevant information regarding the safety of and risk to the child. The PCSA shall exercise discretion in the selection of collateral sources to protect the privacy of the principals of the report.
- (9) As appropriate, conduct and document all face-to-face interviews with the parent, guardian, or custodian and/or caretaker of the alleged child victim to gather relevant information regarding the parent, guardian, or custodian and/or caretaker's ability to keep the child safe and identify what, if any, services are needed by the family.
- (10) Attempt to secure any relevant records necessary to assess safety and risk to the child, including but not limited to school, mental health, medical, incident reports in an out-of-home care setting.
- (11) Take any other actions necessary to assess safety and risk to the child. These actions may include, but are not limited to:
- (a) Taking photographs of areas of trauma on the child's body.
 - (b) Taking photographs of the child's environment with the consent of the out-of-home setting administrator.
 - (c) Securing a medical examination or psychological evaluation, or both, of the child with the consent of the child's parent, guardian, or custodian or with a court order.
- (M) The PCSA need not interview a child if it is documented in the case record that does not have to interview an alleged child victim if the PCSA determines that:
- (1) The child does not have sufficient verbal skills, or
 - (2) Additional interviewing would be detrimental to the child, unless requested by the lead PCSA pursuant to paragraphs (R) and (Z) of this rule.
- (N) At any time the PCSA determines a child is in immediate danger of serious harm, the PCSA shall follow procedures outlined in rule [5101:2-37-02](#) or [5101:2-39-03 of the Administrative Code](#).
- (O) If the PCSA determines supportive services are necessary, the supportive services shall be made available to the child, his or her parent, guardian, or custodian during all of the following pursuant to procedures established in rule [5101:2-40-02 of the Administrative Code](#):
- (1) The safety planning process.
 - (2) The assessment/investigation process.
- (P) The PCSA shall request assistance from the county prosecutor, the PCSA's legal counsel, or the court if refused access to the alleged child victim or any records necessary to conduct the specialized assessment/investigation.

(Q) The PCSA shall have an interpreter present for all interviews if the PCSA has determined that a principal of the report has a language or any other impairment that causes a barrier in communication, including but not limited to a principal of the report who is deaf or hearing impaired, has limited English proficiency or is developmentally delayed.

(R) If two or more Ohio PCSAs are involved in an assessment/investigation the lead county shall be determined by the following criteria:

(1) The PCSA located within the county where a juvenile court has issued a protective supervision order.

(2) The PCSA located within the county where the custodial parent, legal guardian, legal custodian of the alleged child victim resides.

(3) If an order of shared parenting has been issued, and a residential parent has not been designated by the court, the PCSA located within the county of residence of the custodian who has physical care of the alleged child victim at the time the incident occurred.

(S) If requested by the lead PCSA, either verbally or in writing, the non-lead PCSA located in a non-contiguous county shall conduct interviews of any principals of the report and collateral sources presently located within its jurisdiction to provide the lead agency with the information necessary to complete the JFS 01403 within the time frames outlined in this rule. All PCSAs involved shall document the request in the case record.

(T) For all reports involving an infant identified as affected by legal or illegal substance abuse or withdrawal symptoms resulting from prenatal or postnatal substance exposure pursuant to rule [5101:2-1-01 of the Administrative Code](#), the PCSA shall:

(1) Ensure the plan of safe care has been developed.

(2) Ensure the plan of safe care addresses the safety needs of the infant.

(3) Ensure the plan of safe care addresses the health and substance use disorder treatment needs of the affected family or caregiver.

(U) The PCSA shall complete the report disposition and arrive at a final case decision by completing the JFS 01403 no later than forty-five days from the date the PCSA screened in the referral as a child abuse and neglect report. The PCSA may extend the time frame by a maximum of fifteen days if information needed to determine the report disposition and final case decision cannot be obtained within forty-five days and the reasons are documented in the case record pursuant to rule [5101:2-36-11 of the Administrative Code](#).

(V) Investigative activities conducted independently by other agencies do not relieve the PCSA of its responsibility for concluding an assessment/investigation in accordance with this rule. The PCSA shall not waive the completion of the report disposition.

(W) Within two working days of completion of the JFS 01403, the PCSA shall do all of the following as applicable:

(1) Notify the child, unless the child is not of an age or developmental capacity to understand, and the child's parent, guardian, or custodian of the report disposition and the final case decision.

(2) Notify the alleged perpetrator in writing of the report disposition; the right to appeal, and the method by which the alleged perpetrator may appeal the disposition as outlined in rule [5101:2-33-20 of the Administrative Code](#).

(3) Refer all children under the age of three to "Help Me Grow" for early intervention services if there is a substantiated report of child abuse or neglect regardless of the child's role in the report.

(4) Refer any infant who has been born and identified as affected by legal or illegal substance abuse or withdrawal symptoms or fetal alcohol spectrum disorder resulting from prenatal drug exposure to "Help Me Grow."

- (5) Notify all participants involved in the plan of safe care of the final case decision. The final decision includes whether the case will be transferred for ongoing PCSA services, closed and referral made to community services, or closed. The following plan of safe care participants shall be notified:
- (a) Parents, guardians, custodians or other caregivers for the infant.
 - (b) Health care providers involved in the delivery or care of the infant.
 - (c) Collaborating professional partners and agencies involved in caring for the infant and family.
- (6) Notify the child's non-custodial parent, who holds residual parental rights to the child and maintains an ongoing relationship through visitation with the child and/or payment of child support, of the receipt of the report, the report disposition, and the case decision.
- (7) Document in the case record, the date and method of notification to the principals of the report of the above listed activities.
- (X) No later than three working days from the date of the completion of the report disposition, the PCSA shall provide written notification of the report disposition to the following entities, as applicable, in accordance with rules [5101:2-33-21](#) and [5101:2-36-12 of the Administrative Code](#):
- (1) Administrator, director, or other chief administrator of the out-of-home care setting or organization.
 - (2) The owner or governing board of the out-of-home care setting or organization.
 - (3) The appropriate licensing and supervising authorities of the out-of-home care setting or organization.
- (Y) The PCSA shall not provide witness statements, police reports, or other investigative reports to the out-of-home care setting or organization described in paragraph (X) of this rule.
- (Z) If a report of child abuse and neglect involves a child who is living in a shelter for victims of domestic violence or a homeless shelter, the PCSA that received the report shall do one of the following:
- (1) Determine if the child was brought to the shelter pursuant to an agreement with a shelter in another county. If a determination is made that there was an agreement in place, the PCSA from the county from which the child was brought shall lead the assessment/investigation and provide the required supportive services or petition the court for custody of the child, if necessary.
 - (2) Lead the assessment/investigation if a determination is made that the child was not brought to the shelter under an agreement with a shelter in another county. If two or more PCSAs are involved, all PCSAs shall be responsible for following procedures outlined in this rule.
 - (3) Commence the assessment/investigation if a determination cannot be made immediately if an agreement is in effect.
- (AA) The assessment/investigation documentation and any materials obtained as a result of the assessment/investigation shall be maintained in the case record. If any information gathering activity cannot be completed, justification and the written approval of the director or the designee shall be filed in the case record in accordance with rule [5101:2-36-11 of the Administrative Code](#).

APPENDIX 5

OAC Ann. 5101:2-36-07

This document is current through updates effective July 1, 2022.

**OH - Ohio Administrative Code > 5101:2 Division of Social Services > Chapter 5101:2-36
Screening and Investigation**

5101:2-36-07. PCSA requirement for conducting an assessment/investigation of the alleged withholding of medically indicated treatment from a disabled infant with life-threatening conditions.

- (A) The public children services agency (PCSA) shall conduct an assessment/investigation if a neglect report alleges the withholding of medically indicated treatment from a disabled infant with a life-threatening condition.
- (1) The withholding of medically indicated treatment is the refusal to provide appropriate nutrition, hydration, medication or other medically indicated treatment from a disabled infant with a life-threatening condition.
 - (2) Medically indicated treatment includes the medical care most likely to relieve, or correct, the life-threatening condition. Nutrition, hydration, and medication, as appropriate for the infant's needs, are medically indicated for all disabled infants; as well as, the completion of appropriate evaluations or consultations necessary to assure that sufficient information has been gathered to make informed medical decisions on behalf of the disabled infant.
 - (3) In determining whether treatment is medically indicated, reasonable medical judgments made by a prudent physician, or treatment team, knowledgeable about the case and its treatment possibilities are considered. The opinions about the infant's future "quality of life" are not to bear on whether or not a treatment is judged to be medically indicated. Medically indicated treatment does not include the failure to provide treatment to a disabled infant if the treating physician's medical judgment identifies any of the following:
 - (a) The disabled infant is chronically and irreversibly comatose.
 - (b) The provision of the treatment is futile and will prolong dying.
 - (c) The provision of the treatment would not be effective in ameliorating or correcting all of the disabled infant's life threatening conditions.
 - (d) The provision of such treatment to the disabled infant is inhumane.
- (B) The PCSA shall initiate the screened in medical neglect report in accordance with the following:
- (1) Complete face-to-face or telephone contact with the health care facility's administrator, or designee, within one hour from the time the referral was screened in as a report.
 - (2) Obtain the following information from the health care facility's administrator, or designee, regarding the current condition of the disabled infant, including but not limited to:
 - (a) The physical location of the disabled infant within the hospital, e.g., emergency room, neonatal intensive care unit, labor and delivery, sixth floor, etc.
 - (b) The disabled infant's age.
 - (c) The disabled infant's diagnoses or diagnosis and the prognosis.
 - (d) The medical condition requiring treatment.

- (e) The immediate actions necessary to keep the disabled infant alive.
 - (f) Whether or not the withholding of life-sustaining treatment has been recommended.
 - (g) Whether or not the withholding of life-sustaining treatment has been implemented.
 - (h) Whether or not the parent, guardian, or custodian has refused to consent to life-sustaining treatment.
 - (i) Whether or not the hospital chose to sustain life-supporting care for the immediate future, preceding ninety-six hours from the date and time the PCSA initiated the report, while the assessment/investigation is underway.
 - (j) Whether or not sustenance (food or water, whether given orally or through an intravenous or nasogastric tube) or medication is being denied.
- (C) The PCSA shall document in the case record the date, time, and with whom the assessment/investigation was initiated.
- (D) The PCSA shall involve a qualified medical consultant within twenty-four hours from the time the referral was screened in as a report to assist in the evaluation of the disabled infant's medical information, including medical records, obtained during the preliminary medical assessment.
- (E) If the PCSA determines the child to be in immediate danger of serious harm, the PCSA shall follow procedures outlined in rule [5101.2-37-02 of the Administrative Code](#).
- (F) The PCSA shall pursue any legal remedies, including the initiation of legal proceedings in a court of competent jurisdiction, to provide medical care or treatment for a child if such care or treatment is necessary to prevent or remedy serious harm to the child or to prevent the withholding of medically indicated treatment from a disabled infant with a life-threatening condition.
- (G) The PCSA shall attempt a face-to-face contact in order to conduct an interview with the alleged disabled infant's parent, guardian, or custodian no later than twenty-four hours from the time the referral was screened in as a report. The purpose of the interview is to:
- (1) Inform the parent, guardian, or custodian that a neglect report alleging the withholding of medically indicated treatment to a disabled infant has been accepted by the PCSA.
 - (2) Inform the parent guardian, or custodian of the purpose of the assessment/investigation.
 - (3) Seek parental consent for medically indicated treatment, if applicable.
 - (4) Confirm parent, guardian, or custodian's name and identifying information.
 - (5) Determine if parent, guardian, or custodian agrees on the course of action to be followed.
 - (6) Determine if the parent, guardian, or custodian was presented with all treatment options by the medical treatment team.
 - (7) Determine if the prognosis of the disabled infant was presented to the parent, guardian, or custodian.
 - (8) Assess if the parent, guardian, or custodian understands the information provided by the medical treatment team.
 - (9) Determine the nature and degree of parental involvement in the decision to deny treatment or sustenance to the alleged child victim, if applicable.
 - (10) Assess if appropriate counseling services have been made available to the parent, guardian, or custodian.
 - (11) Refer the parent, guardian, or custodian to appropriate counseling services, if applicable.
 - (12) Determine if the parent, guardian, or custodian was provided information to facilitate access to available services for disabled persons and family members.

- (13)** Assist the parent, guardian, or custodian in accessing needed services, if applicable.
 - (14)** Determine if the parent, guardian, or custodian participated in the hospital review process.
 - (15)** Determine if the parent, guardian, or custodian was provided with or has access to the results of the hospital review process.
- (H)** If the attempted face-to-face contact with the disabled infant's parent, guardian, or custodian as specified in paragraph (G) of this rule is unsuccessful, the PCSA shall continue making attempts of face-to-face contact at least every five working days until face-to-face contact occurs or until the PCSA is required to make a report disposition pursuant to paragraph (O) of this rule.
- (I)** The PCSA shall complete the JFS 01401 "Comprehensive Assessment Planning Model - I.S., Safety Assessment" (rev. 2/2006) pursuant to rule [5101:2-37-01 of the Administrative Code](#) within four working days from the date the report was screened in.
- (J)** The PCSA shall document in the case record the date and time of the contact, or attempted contacts.
- (K)** The PCSA shall, in cooperation with the medical consultant, conduct and document interviews with the attending physician and health care facility staff. The purpose of the interviews is to:
- (1)** Determine the measures that the health care facility staff attending to the disabled infant has taken to provide medically indicated treatment to the disabled infant.
 - (2)** Determine whether or not the disabled infant's attending physician, with the consent of the disabled infant's parent, guardian or custodian will sustain needed life-supporting care for twenty-four hours while the PCSA continues the assessment/investigation.
 - (3)** Determine if any of the following conditions of and risk to the disabled infant were concluded by the attending physician's and/or staff's assessment:
 - (a)** The disabled infant is chronically and irreversibly comatose.
 - (b)** The provision of medical treatment will merely prolong dying, not be effective in ameliorating or correcting all of the disabled infant's life-threatening conditions, or otherwise be futile in terms of the survival of the disabled infant.
 - (c)** The provision of medical treatment will be virtually futile in terms of the survival of the disabled infant and the treatment itself under such circumstances will be inhumane.
 - (4)** Verify if plans have been made to convene a meeting of the health care facility review committee or to adopt the recommendations of the appropriate health care facility review committee, and the meeting has been held.
 - (5)** Confirm the disabled infant's age.
 - (6)** Confirm the disabled infant's diagnoses or diagnosis.
 - (7)** Determine if the disabled infant's life is endangered.
 - (8)** Determine if the withholding of life-sustaining treatment is recommended.
 - (9)** Determine if the withholding of life-sustaining treatment is implemented.
 - (a)** Identify the treatment necessary for the disabled infant's life or health being denied.
 - (b)** Determine if sustenance (food or water, whether given orally or through an intravenous or nasogastric tube) or medication is being denied.
 - (10)** Determine if the parent, guardian, or custodian refused to consent to life-sustaining treatment.
 - (11)** Determine if the hospital will sustain life-supporting care for the immediate future while the PCSA's assessment/investigation is conducted, if applicable.
 - (12)** Identify the treatment or sustenance being provided to the disabled infant, if applicable.

- (13) Determine if there is consensus regarding the medical diagnoses among the treatment team.
- (14) Document and identify if there were/have been any differing opinions among the treatment team.
- (15) Document the names of all medical consultants involved including their qualifications/credentials.
- (16) Determine which members of the treatment team discussed the case with the parent, guardian, or custodian.
- (17) Determine if a hospital review process occurred.
 - (a) If applicable, document the review process.
 - (b) If applicable, document the recommendations.
- (L) The PCSA shall conduct and document all face-to-face interviews with the alleged perpetrator, unless law enforcement or the county prosecutor or medical consultant will interview the alleged perpetrator pursuant to the procedures delineated in the county child abuse and neglect memorandum of understanding, in order to assess his or her knowledge of the allegation.
- (M) The PCSA shall advise the alleged perpetrator of the allegations made against him or her at the time of the initial contact. The initial contact between the PCSA and the alleged perpetrator of the report includes the first face-to-face or telephone contact, whichever occurs first, if information is gathered as part of the assessment/investigation process.
- (N) The PCSA shall conduct and document face-to-face or telephone interviews with any person identified as a possible source of information during the assessment/investigation to obtain relevant information regarding the safety of and risk to the child. The PCSA shall exercise discretion in the selection of collateral sources to protect the privacy of the principals of the report.
- (O) The PCSA shall complete the report disposition and arrive at a final case decision by completing the JFS 01400 "Comprehensive Assessment Planning Model - I.S., Family Assessment" (rev. 7/2006) no later than forty-five days from the date the PCSA screened in the referral as a child abuse and/or neglect report. The PCSA may extend the time frame by a maximum of fifteen days if information needed to determine the report disposition and final case decision cannot be obtained within forty-five days and the reasons are documented in the case record pursuant to rule [5101:2-36-11 of the Administrative Code](#).
- (P) The PCSA shall not waive the completion of the report disposition.
- (Q) The PCSA shall have an interpreter present for all interviews if the PCSA has determined that a principal of the report has a language or any other impairment that causes a barrier in communication, including but not limited to a principal of the report who is deaf or hearing impaired, limited English proficiency or is developmentally delayed.
- (R) Within two working days of completion of the assessment/investigation, the PCSA shall notify the alleged perpetrator in writing of the report disposition and the right to appeal the disposition pursuant to rule [5101:2-33-20 of the Administrative Code](#).
- (S) Within two working days from the date of the completion of the report disposition, the PCSA shall notify the disabled infant's parent(s) in writing of the report disposition and case decision.
- (T) No later than three working days from the date of the completion of the report disposition, the PCSA shall provide written notification of the report disposition to the following entities, as applicable, in accordance with rules [5101:2-33-21](#) and [5101:2-36-12 of the Administrative Code](#).
 - (1) Administrator, director, or other chief administrator of the health care facility.
 - (2) The owner or governing board of the health care facility.
 - (3) The appropriate licensing and supervising authorities of the health care facility.

(U) The PCSA shall notify law enforcement if it is determined that the attending physician failed to provide medically indicated treatment or failed to inform the disabled infant's parent, guardian, or custodian of the available treatment options.

(V) The PCSA shall maintain all materials obtained as a result of the assessment/investigation in the case record.

APPENDIX 6



**Memorandum of Understanding,
Interagency Agreement & Protocol**



- 0 -

Cleveland/Cuyahoga Child Advocacy Center Dba CANOPY Child Advocacy Center
Memorandum of Understanding, Interagency Agreement & Protocol 9.19.18

- 1 -

Cleveland/Cuyahoga Child Advocacy Center Dba CANOPY Child Advocacy Center
Memorandum of Understanding, Interagency Agreement & Protocol 9.19.18

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Cleveland/Cuyahoga Child Advocacy Center DbA CANOPY Child Advocacy Center

MEMORANDUM OF UNDERSTANDING

WHEREAS the undersigned parties represent all the disciplines of the CANOPY Child Advocacy Center multidisciplinary team and the communities served by CANOPY Child Advocacy Center;

WHEREAS CANOPY Child Advocacy Center is pursuing the vision "a community where children are safe, families are resilient, and those affected by child abuse are empowered to heal and thrive";

WHEREAS the mission of the CANOPY Child Advocacy Center is "serve children and families affected by child abuse through a multi-disciplinary partnership focused on safety, healing, and well-being";

NOW THEREFORE, the parties hereby agree to:

1. Philosophy. Support the concept, philosophy and practice of a multidisciplinary approach to the investigation, prosecution and treatment of child sexual abuse and severe physical abuse cases.
2. Interagency Agreement and Protocol. Support the interagency agreement and protocol for the operation of the CANOPY Child Advocacy Center to the extent the terms and conditions do not conflict with its own institutional policies and procedures, operations, or legal requirements, with the understanding that the protocol is intended to serve as a guide to best practice services for the children and families of Cuyahoga County.
3. Right of Withdrawal. Agree that no party shall withdraw as a participant in this memorandum of understanding without first giving thirty days' notice in writing that is signed by the signatory on this memorandum of understanding and delivered by hand to the director of CANOPY Child Advocacy Center.
4. Funding. Agree that all parties will advise CANOPY Child Advocacy Center if they identify funding sources that may be of interest to CANOPY Child Advocacy Center.
5. Governance. This Agreement shall be governed by, and shall be construed and enforced in accordance with the laws of the State of Ohio. 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. Parties hereby agree not to

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Cleveland/Cuyahoga Child Advocacy Center DbA CANOPY Child Advocacy Center
Memorandum of Understanding, Interagency Agreement & Protocol 9.19.18

challenge this Governing Law and Jurisdiction provision, and further agree not to attempt to remove any legal action outside of Cuyahoga County for any reason.

6. Insurance. During the performance of this Agreement, each party ("Insured") shall, as applicable, self-insure and/or maintain insurance: (a) reasonable in light of each party's respective obligations hereunder; (b) at all times consistent with industry standard; and (c) as required by law. Insured shall provide certificates of coverage evidencing compliance with these obligations to the other party upon reasonable request. Except to the extent that Insured is self-insured, (a) the insurance company(ies) providing the coverage described herein must have a rating of a least A- by A.M. Best Company, Inc., or a substantially equal rating (indicating excellent financial strength) by another nationally-recognized insurance rating organization, and (b) Insured agrees to additionally take one of the following actions as requested: (i) naming the other party as an additional insured; or (ii) structuring the insurance coverage such that other party must be provided at least thirty (30) days' advance written notice of the cancellation of the coverage by either Insured or the insurance carrier.
7. Compliance. In performing its obligations under this Agreement, each party will comply with, and will cause its affiliates, employees, and agents to comply with, the requirements of all applicable laws, rules, and regulations, including, without limitation, The Social Security Act, the federal Stark Law, the federal Anti-Kickback Statute, the federal False Claims Act, the federal Health Insurance Portability and Accountability Act (HIPAA), and all other applicable state and federal fraud and abuse laws and rules, as each of the foregoing may be amended from time to time. If any terms or conditions of this Agreement are determined by any court or by the Office of Inspector General of the Department of Health and Human Services to be contrary to any such statutes or regulations, the parties agree to promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days' written notice to the other party.
8. Ineligibility. Each party represents and warrants that neither it, nor any person providing services under this Agreement is or will become ineligible to participate in Federal health care programs or Federal procurement or nonprocurement programs, and has not been convicted of a criminal offense that could result in such party or individual becoming ineligible to participate in such programs. Each party will indemnify and hold the other harmless for any breach of this provision.
9. Amendment. No amendment, modification or change may be made to this agreement except by written instrument duly signed by each party.
10. Entire Agreement. The parties affirm no other terms or conditions of the Agreement not hereby otherwise modified or amended shall be negated or changed as a result of this agreement.

- 5 -

Cleveland/Cuyahoga Child Advocacy Center DbA CANOPY Child Advocacy Center
Memorandum of Understanding, Interagency Agreement & Protocol 9.19.18

Signatures

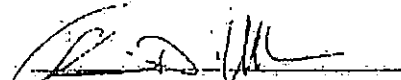
IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 12th day of October 2018.



Michael O'Malley
Cuyahoga County Prosecutor

Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 14 day of NOV. 2018.



Calvin Williams, Chief
Cleveland Division of Police

Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 26 day of Sept 2018.



Walter Parfejewicz, Director
Cuyahoga County Health and Human Services

Signatures

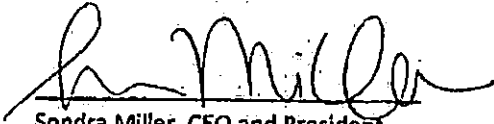
IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 19 day of Sept. 2018.

A handwritten signature in blue ink, appearing to read "Melissa Graves", written over a horizontal line.

Melissa Graves, CEO
Domestic Violence and Child Advocacy Center

Signatures


IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 24th day of September 2018.



Sondra Miller, CEO and President
Cleveland Rape Crisis Center

Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 11th day of October 2018.



Susan Neth, CEO
FrontLine Service

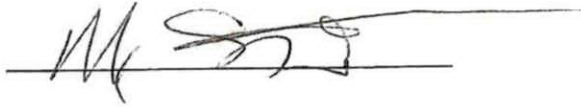
Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 8th day of July, 2020.

~~ATTEST~~ ~~THE~~ ~~Handwritten Signature~~
07.08.20
~~LAKEWOOD P.D.~~

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 26 day of ~~FEBRUARY~~ FEBRUARY 2019.
2020



BEDFORD POLICE DEPARTMENT

MIKE STASK
EXECUTIVE LIEUTENANT
(440) 232-1234 (Emergency)

40) 735-6561
(440) 232-3408 (Det. Bureau)
(440) 439-1310 (Fax)

165 Center Rd.
Bedford, Ohio 44146
mstask@bedfordoh.gov

Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 13th day of June 2019.



Katherine Gallagher, Mayor
City of Brooklyn

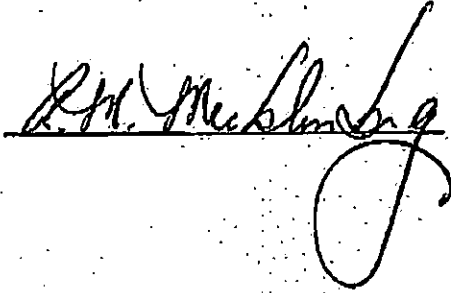
Approved as to legal form:



Law Director, City of Brooklyn

Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 10th day of June 2019.

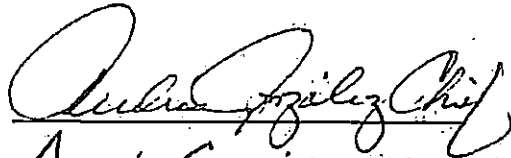


APPROVED AS TO LEGAL FORM


DIRECTOR OF LAW
CITY OF CLEVELAND HEIGHTS, OHIO

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 23 day of AUGUST 2019.



ANDRÉS GONZÁLEZ, CHIEF

CUYAHOGA METROPOLITAN HOUSING AUTHORITY POLICE DEPARTMENT

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 22nd day of April 2019.



Clifford E. Pinkney,
SHERIFF

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 15th day of AUGUST 2019.

A handwritten signature in blue ink, appearing to be 'M. J. [unclear]', written over a horizontal line. The signature is stylized and includes the word 'ZAPT' written above it.

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 16th day of April 2019.

Chief Robert B. Byrne
GARFIELD HHS P.D.

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 18 day of OCTOBER 2019.

Chief Mendenhall, Gate Mills PD

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 21st day of October 2019.

Chief M. Meggers
Chief Glen Willow PD

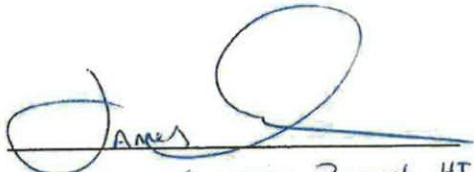
Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 23rd day of December 2019.

James J. Cool - Chief of Police
Highland Heights,

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 19th day of June 2019.


Director, Cuyahoga Regional HTTF

Signatures


IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 18th day of April 2019.

Cheryl Mitchell Cannon - HUNTING VALLEY CO

#3881

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 10 day of July 2019. 2020



Chief Todd Hansen #183
MARU Ho. P.D.

Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 19 day of SEPTEMBER 2019.

Ray M. Theer
INDEPENDENCE P.A.

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 19th day of SEPTEMBER 2019.

Edmundson #100
CHIEF OF POLICE

Middleburg
HHS

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 2 day of MAY 2019.



Chief of Police

MAYFIELD HEIGHTS
POLICE DEPARTMENT

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 23RD day of SEPT. 2019.

Chief K. Wyatt
MORELAND HILLS P.D.

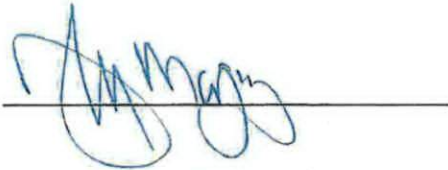
Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 24th day of May 2019.

Chief Bob Wagner

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 1st day of November 2019.

A handwritten signature in blue ink, appearing to read "John T. Mapp", written over a horizontal line.

Chief John T. Mapp
Newburgh Heights Police Dept.

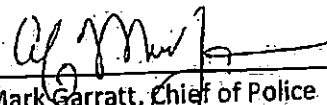
Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 14 day of MAY 2019.

CHIEF [Signature]

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 7th day of
May 2019.


Mark Garratt, Chief of Police
Oakwood Village Police Department

Cleveland/Cuyahoga Child Advocacy Center Dba CANOPY Child Advocacy Center
Memorandum of Understanding, Interagency Agreement & Protocol 9.19.18

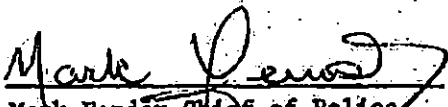
Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 13th day of April 2019.

Chief Kevin Nietert
Chief Kevin Nietert
South Euclid PD

Signatures

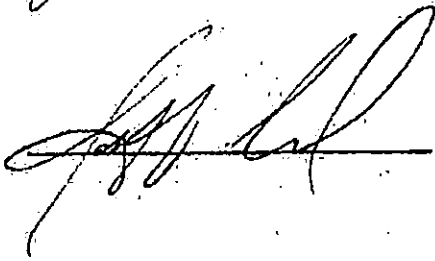
IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 26 day of April 2019.


Mark Fender, Chief of Police
Springville Police Dept.

**Memorandum of Understanding-Interagency Agreement and Protocol
CANOPY Child Advocacy Center**

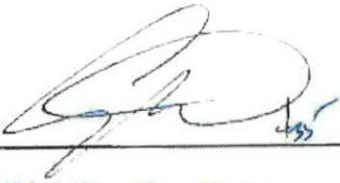
Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 4 day of June 2019.

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name of one of the parties to the agreement.

Signatures

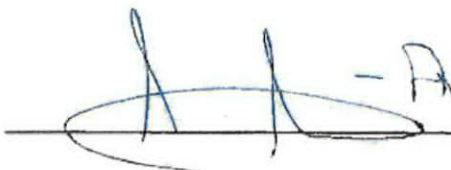
IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 27TH day of June, 2019.



CHRISTOPHER PAUL VITALE
CHIEF OF POLICE
CITY OF SOLO POLICE DEPT.

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 31ST day of July 2019.

 - ANNA HEIGHTS

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 19th day of SEPTEMBER 2019.

James J. Lombardi #100
CHIEF OF POLICE

Memorandum of Understanding-Interagency Agreement and Protocol
CANOPY Child Advocacy Center

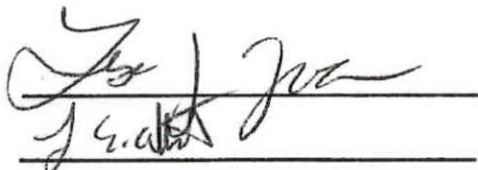
IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 23 day of
September, 2019



Chief Joseph M. Bobak
Chief of Police
City of Parma, Police Department

Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 14th day of August 2019.



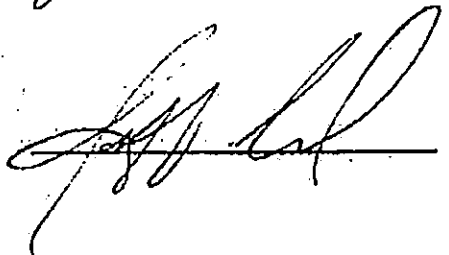

Olmsted Township Board of Trustees


Olmsted Township Police Chief

**Memorandum of Understanding-Interagency Agreement and Protocol
CANOPY Child Advocacy Center**

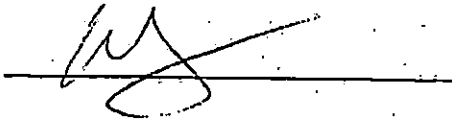
Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 4 day of June 2019.

A large, stylized handwritten signature in black ink, appearing to be 'J. L. ...', written over a horizontal line.

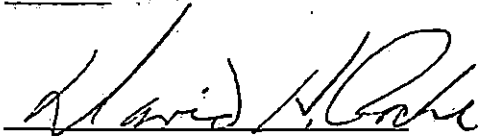
Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 9th day of DECEMBER 2019.

A handwritten signature in black ink, consisting of a stylized, cursive 'M' or similar character, is written over a horizontal line.

Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 27th day of Jan 2021.

A handwritten signature in cursive script, appearing to read "David H. Roche". The signature is written in black ink and is positioned above a horizontal line.

Mayor David H. Roche
City of Richmond Heights, Ohio

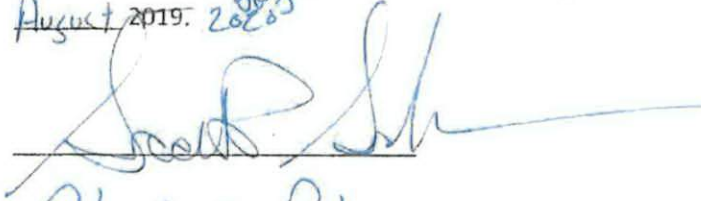
Signatures

IN WITNESS THEROF, the parties hereto have duly executed this agreement on this 24 day of
JANUARY 2020.

CHIEF MICHAEL SALLOUM
CHIEF MICHAEL SALLOUM
SEVEN HILLS PD

Signatures

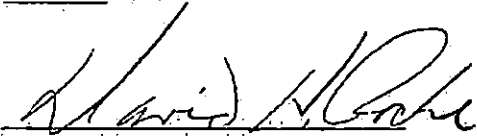
IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 3rd day of August 2019. ²⁰²⁰

A handwritten signature in blue ink, appearing to read "Scott P. Gardner", written over a horizontal line.

Chief of Police
Scott P. Gardner

Signatures

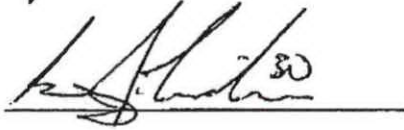
IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 27th day of JAN 2021.

A handwritten signature in cursive script, appearing to read "David H. Roche", written over a horizontal line.

Mayor David H. Roche
City of Richmond Heights, Ohio

Signatures

IN WITNESS THEREOF, the parties hereto have duly executed this agreement on this 7 day of Sept 2021.

A handwritten signature in blue ink, appearing to be "K. J. ...", written over a horizontal line.

Rocky River Police Chief

INTERAGENCY AGREEMENT

The mission of CANOPY Child Advocacy Center is to serve children and families affected by child abuse through a multi-disciplinary partnership focused on safety, healing, and well-being. We envision a community where children are safe, families are resilient, and those affected by child abuse are empowered to heal and thrive.

This interagency agreement addresses Cuyahoga County's commitment to maintain a collaborative, multidisciplinary team (MDT) response to the prevention, investigation, assessment, prosecution, and treatment of child abuse (see addendum for def.) cases in the Cuyahoga County community. The child abuse targeted in this protocol includes the abuse of a child under 18 years of age or a mentally or physically impaired person through the age of 21.

The following protocol is offered as a guide to the CANOPY and partner agencies, to ensure coordinated MDT response in child sexual and severe physical abuse cases, and as such is recognized the protocol cannot address every situation that may arise. In situations not specifically covered herein, good judgment, adherence to the MDT values of collaboration and communication, and consensus of the CANOPY MDT shall determine the course of action that is most appropriate. Nothing in this document shall be construed to erode the respective responsibilities of each participating agency.

CANOPY adopts the Child First Doctrine, initially created by Corner House, and it is central to the training of members of the MDT, and is essential to the operation and decision-making of the CANOPY MDT. The Child First doctrine states as follows:

The child is our first priority.

Not the needs of the family.

Not the child's "story".

Not the evidence.

Not the needs of the courts.

Not the needs of police,

Child protection, attorneys, etc.

The child is our first priority.

Ann Ahlquist and Bobby Ryan

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PROTOCOL

MULTIDISCIPLINARY TEAM

The multidisciplinary team member agencies are:

- Cuyahoga County Division of Children and Family Services (CCDCFS)
- Cuyahoga County Prosecutor's Office
- Frontline Service (FLS)
- Cleveland Rape Crisis Center (CRCC)
- Domestic Violence and Child Advocacy Center (DVCAC)
- Cleveland Division of Police
- The MetroHealth System
- University Hospitals Cleveland Medical Center
- Cleveland Clinic Foundation

Law enforcement from any jurisdiction, individual treating medical and mental health providers from any agency, Guardians ad Litem and attorneys, probation officers, teachers and/or any other service providers for the client can be included in the MDT for a specific case.

MDT representation will vary by case but will always be assigned from the designated team of child protection specialists, medical and mental health professionals, prosecutors, and law enforcement officers; all of whom have been specially trained in child abuse assessment, investigation and treatment.

CANOPY collaborates whenever indicated to ensure that all children, families, and caregivers referred to CANOPY receive coordinated and collaborative services. Additionally, CANOPY and its respective MDT members and their organizations will work with other community organizations to provide education and awareness services for the prevention of child sexual abuse and severe physical abuse as needed.

All team members will treat every client, family, and caregiver with respect to cultural humility and in a trauma informed manner, and will exchange information consistent with legal, ethical and professional standards of practice.

The MDT agrees that whenever feasible and in the best interests of the client, all children will be interviewed at the center. When on-site interviews are not feasible, it is agreed that either the child protection specialists or the law enforcement officer assigned to the case will refer the case to CANOPY within 24 hours of the intake using the referral process contained in the protocol. CANOPY encourages all other referents to adhere to this as well.

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The decision-making process during the assessment investigation and treatment of each case includes use of case review for total team input. The guiding principle is that each discipline must make decisions in accordance with internal procedures and mandates. Law enforcement, in collaboration with the prosecutor's office, has primary decision-making responsibility for evidence collection during the investigation.

The MDT seeks to achieve the following goals through CANOPY:

1. Promote safety and justice by removing barriers to resources for children, youth, and families impacted by child abuse.
2. Guarantee involvement of a highly skilled multidisciplinary team in child abuse cases.
3. Maximize the expertise of community responders.
4. Reduce re-victimization of children and youth.
5. Leverage resources and link individuals to comprehensive, culturally-relevant, and trauma-informed services.
6. Foster resiliency, recovery and facilitate long-term health and well-being.

The MDT, through shared values, commits to operating within a collaborative that is coordinated, supportive, accessible, informed, responsible, and accountable. The MDT agrees that clients and their families need the full support of the CANOPY regardless of how they initially sought assistance for the harm experienced. The MDT believes that to obtain and maintain a strong reputation in the community, it is imperative that from the start, the CANOPY is responsive, coordinated, and skilled in responding to all accepted cases.

REFERRALS

Case Acceptance Criteria

In Cuyahoga County, all reports of alleged child sexual and physical abuse are made to Cuyahoga County Division of Children and Family Services (CCDCFS) and/or law enforcement agencies. Referrals to CANOPY are made once the referral is determined to fit the following criteria:

Child either resides in Cuyahoga County or was present in Cuyahoga County when the alleged abuse occurred, is under 18 years of age or under 21 years of age if the individual has a sensory motor or cognitive disability, AND

- Child has either disclosed allegations of sexual or physical abuse, OR
- Child has physical symptoms suggestive of physical abuse, sexual abuse, sexually transmitted infection, injury to the genital area, and/or unexplained redness or soreness, OR
- Child displays age inappropriate sexual behaviors, OR
- Guardian, relative, teacher or other person in contact with the child has a reasonable suspicion that the child is the victim of sexual or severe physical abuse, OR
- Child is a sibling or other child who has been in contact with the alleged abuser of any child satisfying any of the above criteria.

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If law enforcement and child protective services screen a case out, decline or otherwise do not accept a case, a referral to CANOPY can be made by another referral source, including:

- community and hospital medical professionals
- schools
- community organizations
- concerned family or caregivers

Child abuse is defined as written in Chapter 2151.031 of the Ohio Revised Code. Child sexual abuse is defined as any offense that is codified under Chapter 2907 of the Ohio Revised Code.

On a case-by-case basis, CANOPY will accept referrals of children who witness abuse or violence, extreme neglect or are drug endangered, or cases outside of Cuyahoga County (courtesy assessments). The CANOPY Director makes case acceptance decisions.

All CANOPY staff and partners, are mandated reporters as per law and with guidance from internal policies, and as such any new disclosure of child sexual and physical abuse made to CANOPY staff and/or partners will be reported to CCDCFS.

Cases are referred to CANOPY for overall case coordination; including the forensic interview, medical services, mental health services, victim advocacy and support, prosecution involvement, case review and case tracking.

Referrals During Normal Office Hours

Initiating agency (CCDCFS or law enforcement) receives a report of alleged child sexual or severe physical abuse. Per internal agency procedure, cases are assigned to a child protection specialist or law enforcement officer.

Initiating agency contacts representative from a partner agency; CPS contacts appropriate law enforcement agency or law enforcement officer, calls the CPS hotline to make a referral. Initiating agency notifies CANOPY within 24 hours to schedule an interview and/or request case coordination services.

For referrals received from other sources, the referent contacts CANOPY and a CANOPY staff member completes an intake form with information obtained from the referent and/or the client or caregiver. The CANOPY staff is able to determine what services are needed from this form, and schedules these for the client and caregiver(s).

Referrals received that are accepted on a case by case basis, as listed above in referral section, are made by referent directly to CANOPY staff. CANOPY staff complete intake form and review request for services with CANOPY director who then consults with MDT as available and decides whether or not the case can

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be accepted. If accepted, the CANOPY staff reaches out to the client and caregiver(s) and schedules all needed services and alerts the referent that the case has been accepted. If not accepted, the CANOPY director reaches out to the referent directly and offers alternative options for the client and caregiver(s).

Referrals During Evenings and Weekends

When a referral is received by CCDCFS through the child abuse hotline after daytime hours or by law enforcement through normal dispatch, the procedure is as follows:

- CCDCFS: if case is determined not to be an emergency, case is assigned to child protection specialist next business day and normal referral process applies.
- Law enforcement: uniformed officer responds to call, and if case is determined not to be an emergency then the officer generates report per internal agency procedure, case is assigned to be investigated on the next business day and normal referral process applies.
- All other referents: referent can leave a voicemail message on CANOPY's secured voicemail requesting services and a CANOPY staff contacts that referent the next business day and completes normal referral process

The guiding principle for referrals not deemed emergency is that the client is not interviewed by the first responder. The first responder's report is based on observations, the report of witnesses, any evidence at the scene that may be documented, and any notes on the child's behavior, unsolicited statements and condition. Trained multidisciplinary team members or CANOPY staff conduct the forensic interview as soon as possible at the center.

Emergency Referrals

On occasion, there may be emergency circumstances that require a client interview immediately. Law Enforcement or Child Protective Services are the only referents that may contact CANOPY for an emergency referral. The process for these referrals is as follows:

1. The agency that receives the initial referral will immediately contact the partner agency per internal policy to request worker assignment.
2. The assigned law enforcement officer or child protection specialist will notify CANOPY immediately for scheduling the client interview and case coordination services for emergency referrals during normal business hours and indicate the emergent need.
3. The officer or child protection specialist will notify the family liaison and/or CANOPY Director to assist with emergency referrals during evenings and weekends.

CANOPY staff and MDT members are available for any emergency referral when the MDT desires assistance with crisis intervention and support services for the client, family and caregivers, regardless of where the interview is conducted, including interviews at law enforcement offices, schools, and emergency rooms.

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MDT member agencies agree that when an interview is conducted at a location other than CANOPY a referral will still be made to CANOPY for medical follow-up if not already received, victim advocacy services, mental health referrals, case review and case tracking purposes.

PARTNER ROLES AND RESPONSIBILITIES

Child protection specialists, law enforcement officers and medical providers jointly inform investigations for allegations of child abuse as mandated by Ohio Revised Code 2151.421. CANOPY serves clients, their families, and caregivers and is not an investigative agency.

CANOPY Partners will provide staffing and responsibilities as follows:

Cuyahoga County Division of Children and Family Services

The roles of the child protection specialists are:

- Investigate cases involving abuse and neglect of children,
- to provide care and protection for children which includes safety planning for the family system,
- to provide treatment and rehabilitative services to children and their families by linking them with appropriate services,
- to provide a developmentally appropriate risk and safety assessment,
- to interview all parties,
- to complete the investigation.

The role of the forensic interviewer is:

- to conduct a developmentally appropriate, trauma-informed, non-leading, non-duplicative recorded forensic interview for the purpose of determining what medical and mental health care an alleged child victim needs.

Board Governance:

- to appoint a member to the non-profit board of CANOPY every three years whom will fully adhere to the mission and vision of CANOPY and it's respective bylaws

Medical

- Cleveland Clinic Foundation is providing 2 half day sessions of Pediatric SANE nursing,
- The MetroHealth System is providing 2 half day sessions of advanced medical consultant from the Alpha Clinic
- Rainbow Babies and Children's of University Hospitals Cleveland Medical Center is providing 3 half day sessions of nurse practitioner/advanced practice nursing from the CARE Clinic

The roles of the medical providers are:

- to review and obtain a medical history of the child,
- to determine whether a medical and/or forensic examination is necessary or appropriate,
- to conduct the examination and document any injuries both through a written report and with photographs,
- to order relevant lab testing,
- to make a diagnosis and report findings

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Board Governance:

- to each appoint a member to the non-profit board of CANOPY annually whom will fully adhere to the mission and vision of CANOPY and it's respective bylaws

Law Enforcement

- Cleveland Division of Police staff assigned to cases received by CANOPY
- Additional law enforcement assigned to cases received by CANOPY

The roles of law enforcement are:

- to determine whether or not there is evidence that a crime has been committed,
- to determine whom the evidence indicates committed the crime,
- to collect evidence including the victim's statement through observing a developmentally appropriate interview of the child and/or completing an interview when necessary ; statements from other witnesses; document the scene with photographs, collect physical evidence,
- to present information to the prosecutor's office for decisions on prosecution.

Board Governance:

- Cleveland Division of Police to appoint a member to the non-profit board of CANOPY every three years whom will fully adhere to the mission and vision of CANOPY and it's respective bylaws

Cuyahoga County Prosecutor's Office

- Prosecutors assigned to cases received by CANOPY

The roles of prosecutors are:

- To determine whether there is enough evidence to sustain a conviction,
- To prepare all parties for trial presentation,
- To participate in the MDT meetings,
- To observe forensic interviews when appropriate.

Board Governance:

- to appoint a member to the non-profit board of CANOPY every three years whom will fully adhere to the mission and vision of CANOPY and it's respective bylaws

Victim Advocacy

- Domestic Violence and Child Advocacy Center will provide 1 full time Victim Advocate at minimum
- Cleveland Rape Crisis Center will provide 1 full time Victim Advocate at minimum

The roles of the victim advocates are:

- to act on behalf and in support of clients, their families, and/or their caregivers navigating the child abuse, legal and other systems (social services, medical, etc.) by ensuring that the child and families questions are answered, interests are represented, and rights are upheld,
- to provide the necessary continuity of care for children and families throughout the life of the case,

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- to increase family engagement.

Board Governance:

- Domestic Violence and Child Advocacy Center will to appoint a member to the non-profit board of CANOPY every two years whom will fully adhere to the mission and vision of CANOPY and it's respective bylaws
- Cleveland Rape Crisis Center will to appoint a member to the non-profit board of CANOPY every two years whom will fully adhere to the mission and vision of CANOPY and it's respective bylaws

Mental Health

- Domestic Violence and Child Advocacy Center will provide 1 full-time Victim Advocate and 1 full time Therapist at minimum
- Cleveland Rape Crisis Center will provide 1 full time Victim Advocate and 1 full time Therapist at minimum
- Defending Childhood Initiative Central Intake Agency will provide staff to screen and assess referrals received from CANOPY clients

The role of the mental health providers are:

- to provide evidence based mental health services to CANOPY clients and their families

Board Governance:

- Frontline Service will to appoint a member to the non-profit board of CANOPY every two years whom will fully adhere to the mission and vision of CANOPY and it's respective bylaws

CANOPY maintains insurance related to worker's compensation, general liability including sex abuse and molestation, auto liability, professional liability, and cyber liability.

FACILITY

CANOPY understands that a client's disclosure is a process. The opportunity for disclosure is enhanced when the client is interviewed in a safe, neutral setting by an interviewer who has been specially trained in developmentally appropriate forensic interviewing techniques.

A key CANOPY service is the provision of a safe, accessible, neutral, family-friendly environment in which to conduct interviews. CANOPY has two rooms dedicated to this purpose, which are equipped with recording equipment. One room is also dedicated to observing interviews in progress, and another is available to observe interviews as needed if two are occurring at the same time within the facility.

In order to be physically and psychologically safe for child clients, CANOPY follows childcare facility standards to childproof the facility and does not permit known offenders on the premises.

If the suspected perpetrator accompanies a child, that individual is spoken with in the lobby of the facility and does not come through a locked door that separates the lobby from the remainder of the building. If, during the course of an interview, a child discloses that the parent/caregiver who

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accompanied them to the interview is their offender, the child will be placed in a safe and secured setting until CCDCFS can make a determination of child safety.

INTAKE AND INFORMATION SHARING PROCEDURES

Upon referral to CANOPY, the family liaison obtains basic demographic information about the client, family and caregiver, demographic information about the alleged offender, information about present involvement with any members of the MDT, information about the alleged incident of abuse, details about a safety plan if there is one in place, any preferences or needs related to scheduling and location of appointments, and any other special accommodations that the client, family, or caregiver may need and documents these things on an intake form. Any information related to these topics that can be obtained prior to speaking with the family/caregiver, either from the referent or other MDT members, is documented on this form and then confirmed to be most accurate with the family/caregiver when needed. Once complete, the family liaison then inputs this information into electronic record.

Cross reporting occurs between CCDCFS and law enforcement prior to interviews, in accordance with the referral/intake procedure, pursuant to the Ohio Revised Code and internal protocols.

Any special needs of the client, family, or caregiver, such as interpreter services, or accommodations for disabilities are arranged prior to the interview in coordination with MDT members. These needs are identified by the referent or the family and/or caregiver when the family liaison completes the intake and CANOPY staff, in consultation with MDT members, ensure these needs are met.

The history obtained from the intake that the family liaison completes is used in determining the extent of medical examinations and services provided. The assessment includes the medical examination if the medical professionals determine that the examination is necessary or family/caregiver requests an examination be performed.

Recordings are made of all interviews. The original recording is stored at CANOPY. Copies are provided to MDT team members when needed and retained per their agency requirements.

The medical report will be shared with CCDCFS and law enforcement if requested pursuant to their enforcement authority and subject to the applicable rules and regulations on the disclosure of protected health information.

CONFIDENTIALITY

The child and family/caregiver's right to privacy and confidentiality is extremely important and must be maintained within the context of information sharing among team members to provide a coordinated response for all cases referred to CANOPY. Each team member will maintain confidentiality on all information discussed, including but not limited to: identity of parties, nature of allegations, results of

examinations and treatment, and investigative findings. In general, all MDT members follow their respective agencies mandates for client confidentiality.

Additionally, CANOPY staff inform caregivers about team communication and have the caregiver sign the acknowledgment of CANOPY procedures, which includes consent for information sharing. The release form is valid only for a period of 365 days. If a release is needed after that time frame, a new Consent to Release/Obtain Information must be signed and any CANOPY staff can assist with obtaining this. The form is to be filled out in its entirety. A separate release is required for each family member on whom information is to be released and/or obtained. The client is informed that they may revoke their consent to release information at any time by informing any CANOPY staff. The staff person receiving the notification will document the request in the client's chart and ask the client to sign the appropriate line on the Consent to Release/Obtain form. This revocation does not prohibit any mandated reporting requirements of CANOPY or the respective agencies of which members of the MDT are employed.

Other ways in which confidentiality is reinforced include:

- Documents that are not part of the case clients' case file and contain client information are shredded. This includes scrap paper, phone messages, etc.
- CANOPY staff and MDT members only discuss cases in a manner that would not be overheard by others. Offices have doors to ensure clients will not be interrupted during their appointments and that private conversations will not be overheard.
- Outside of mandated reporting requirements, CANOPY staff do not confirm nor deny involvement with a client to any entity unless the client has signed Consent to Release/Obtain Information form.
- Students, staff, and volunteers are asked to sign a Confidentiality Agreement at the beginning of their tenure with CANOPY.
- The CANOPY Database is password protected and only authorized personnel are granted access to client sensitive information. The CANOPY director is responsible for assigning levels of access to information by user, within the database system.

FORENSIC INTERVIEWS

The interview of the child is conducted using developmentally appropriate, forensically sound interviewing techniques. All staff with interviewing responsibilities receive initial training and attend training annually to enhance their skills and increase the number of protocols/techniques available.

It is normal procedure for clients to be interviewed alone, with the caregiver(s) not present. There are times when clients will not separate from caregiver(s) or agree to be interviewed without their caregiver(s). In these situations, a caregiver is allowed in the interview room with the understanding that he or she may not speak or in any way interfere with the interview. Caregivers are not permitted to observe the interview unless they are in the room.

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Non-MDT members are not allowed to observe interviews. The identified trained forensic interviewer is the only person (other than caregiver as explained above or interpreters when needed) allowed in the interview room the child.

Per CCDCFS rules, siblings and other children residing in the client's home must be assessed. Siblings and additional victim assessments may be conducted at CANOPY. If law enforcement determines there are other possible victims of abuse, interviews of those children occur per the protocol. Efforts are made to prevent possible cross contamination that could occur between related clients influencing one another when interviewed. These efforts include scheduling the interviews at different times, and/or ensuring that a victim advocate or family liaison is with the other clients that need to be interviewed and that they do not speak with one another prior to being interviewed.

Once the interview is complete investigative members of the MDT meet with client and/or involved caregiver. The MDT members will provide feedback to the client's caregiver on the interview and what the next steps are in the process. The victim advocate may participate in this discussion providing there is someone available to sit with the client. If no one is available, the advocate will stay with client, and immediately after the client and caregiver leaves CANOPY the MDT members and the advocate will have a brief post-assessment conference to discuss the results and plan for the purpose of intervention, treatment and case coordination.

The medical staff shall identify the need for medical services and the MDT shall identify the need for mental health service linkage at this stage. The medical professionals will utilize the history gathered in the interview and by the child protection specialist to determine the need for medical examination of the client. If mental health services are indicated the child protection specialists will work with the family/caregiver to complete a Defending Childhood Initiative screening tool and subsequently obtain mental health services through this process. If the client does not meet criteria for the defending childhood initiative screening tool, CANOPY's family liaison or director will directly refer to therapists designated to provide CANOPY clients' mental health services.

At times, CANOPY conducts interviews of client's who are alleged to be sexually aggressive. When this occurs, no other interviews are scheduled one hour before or after the interview of the alleged sexually aggressive client, no other children are permitted on site at that interview time, and the sexually aggressive client is always observed while at CANOPY.

All interviews are recorded in the hope of reducing the number of times the client must speak about the traumatic event. The parent/caregiver and the client are advised of this prior to the interview. The parent/guardian signs an Acknowledgment of CANOPY Procedures, which outlines recording, medical examinations, team member observation and team communication. The original recording is stored at CANOPY.

Team members are able to observe interviews as they are conducted and can receive password protected copies of interviews upon request.

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The MDT agrees that to the extent possible all client interviews will be conducted at CANOPY.

The MDT recognizes that there are times when interviews must be conducted elsewhere due to client safety issues and/or due to the nature of an emergency. For those situations, CANOPY will still be notified either before the interview to provide crisis intervention and support services at the interview location, or within 24 hours after the interview to provide victim advocacy, mental health services as needed, medical examination as needed, and case coordination services.

SUSPECT INTERVIEWS

Alleged offender interviews are not conducted at CANOPY. These interviews typically are conducted at DCFS per their agency policy.

Under certain circumstances sexually aggressive clients may be interviewed at CANOPY. Decisions to complete these interviews are made by the CANOPY Director in consultation with the MDT, on a case-by-case basis.

VICTIM ADVOCACY SERVICES

Victim Advocacy is defined as acting on behalf and in support of clients, their families, and/or their caregivers navigating the child abuse, legal and other systems (social services, medical, etc.) by ensuring that the child and families questions are answered, interests are represented, and rights are upheld. These services are provided to all children and families referred to CANOPY, including care givers and siblings who were not directly victimized. Victim advocates serve as vital "connectors" and bridge between all disciplines of the MDT to provide the necessary continuity of care for children and families throughout the life of the case, and increase family engagement. Advocates assure that the victim and caregiver has the information and support they need to effectively participate in all systems that they come in contact with, understand how they operate and interface with one another; and make decisions about participation, when applicable. By taking individual needs and cultures into consideration, advocates provide support and education to caregivers in a private setting during the child's forensic interview and thereafter. Advocate follows up with the caregivers for a period of time to assist with any additional services and referrals the family may need. It is the responsibility of CANOPY staff, including advocates, to explain clients' rights and responsibilities before providing any services, including but not limited to, confidentiality, consent for treatment, information sharing procedures and release of information.

Victim Advocates may provide some or all of the following services to a family:

- Attend meetings with the client and family
- Participate in case review and ongoing communication with the family throughout the life of the case

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- Attend all court hearings with client and family; provide court preparation and support, coordinate with prosecutor's office and system based advocates
- Ensure that victims' rights under ORC 2930 and Marsy's Law are being adhered to by the MDT and other systems
- Assist with Victim of Crime Compensation applications
- Provide immediate crisis assessment and intervention if needed
- Serve as link to trauma informed Mental Health Services and assist families to stay engaged in services for long term healing of both the client and the family system as a whole
- Conduct risk assessment and safety plan (includes Domestic Violence screening of involved caregivers; assistance with protection orders)
- Provide education regarding the forensic interview and medical screening specifically
- Provide information about available resources in the community (such as housing, transportation, food, public assistance, and other services that address specific needs)
- Responsible for explaining confidentiality, information sharing within the team, and securing parent or guardian consent via the acknowledgment of CANOPY procedures form

Advocacy services are primarily provided by the victim advocates, however, other CANOPY staff may provide these services to clients as needed. Services are generally provided onsite at CANOPY, but staff can conduct home visits and meet with children and families at court or other safe locations as indicated by the family's needs. All CANOPY victim advocates are trained as advocates and obtain advocate credentials as soon as practicable upon hire, either from the National Organization for Victim Assistance and/or the Ohio Advocate Network.

MEDICAL SERVICES

CANOPY coordinates the multidisciplinary response to child abuse with the medical examinations of clients. The examinations occur at three Cuyahoga County health systems: Cleveland Clinic Foundation, The MetroHealth System and Rainbow Babies and Children's of University Hospitals Cleveland Medical Center. CANOPY also operates a medical suite which is rostered with clinicians of each of these health systems, including pediatric sexual assault nurse examiners (Pediatric SANE), nurse practitioner/advanced practice nursing (APN) and a child abuse pediatrician/advanced medical consultant.

CANOPY uses a guide of indications for the different types of medical examination of an abused client in accordance with protocol of the State of Ohio and national recommendations. The following types of medical examinations are provided at CANOPY:

1. Urgent Evaluation (Non-Acute Forensic Medical Examination)
2. Advanced Booking (Non-Acute and Non-Urgent Forensic Medical Examination)
3. Follow-up Evaluation

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Rationale for medical examinations at the CANOPY medical suite

There are a variety of important reasons for medical evaluations of client to occur in a facility with the National Children's Alliance Child Advocacy Center model. These and include:

- a timely, specialized forensic medical examination performed by a medical specialist team that is co-located with the provision of the other involved disciplines' investigative and therapeutic services
- medically evaluating, diagnosing and treating in an environment that has been purposefully designed to be more comfortable for traumatized clients
- obtaining and preserving medical evidence is closely integrated with other aspects of the forensic process
- involving specialist medical professionals in the Multidisciplinary Team can prevent defense claims of an insufficient evaluation
- medical professionals can prioritize good communication, such as participating in case-based meetings, writing thorough reports and statements for other agencies and for court, and through coordinated expert witness testimony in prosecutions
- the medical professional can avoid duplication of questions that potentially re-traumatize the client, as there is an opportunity for the medical professionals to view the specialized forensic interview live, on video recording, and/or receive a summary report
- inter-agency shared case information, process reviews, and coordinated planning among all involved multi agency professionals optimizes positive outcomes for clients, families, staff involved with the case.

Medical examinations at the CANOPY medical suite and affiliated sites

It is important for all of the types of medical examinations to be centrally coordinated by CANOPY for consistently effective MDT response. Acute emergency forensic medical exams are performed in local Emergency Departments and by a Pediatric SANE in conjunction with a Pediatric Emergency Room (PER) physician. There are multiple Cleveland area sites with SANE programs and on call rosters for these examinations. Subsequently, the medical suite at CANOPY will presently focus on providing non-acute, non-emergency evaluations.

The medical coordinator will follow CANOPY protocol to schedule appointments. The CANOPY medical coordinator is a full time position, employed by CANOPY, is on site at CANOPY five days per week, so that all medical examinations are coordinated by CANOPY for a consistently effective MDT response.

Referrals to CANOPY

Each health system will continue legally required mandated reporting to the public child protection services agency of the county of residence of the patient. Each health system will also continue internal referral processes to its respective team of specialized child abuse professionals. The collaborating health systems will each assign their own medical professional from their internal specialized teams that respond to child abuse to be a liaison and primary contact for the CANOPY medical coordinator in order to ensure openness, teamwork, and to meet each health systems' customer service needs.

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CANOPY Medical Suite Operations that will be supported by the collaborating health systems

The medical suite at CANOPY is a collaborative effort of the three tertiary health systems with child abuse pediatrics and sexual assault nurse examiner staff and services. The medical suite operates up to the maximum 10 half day sessions per week and is supported directly and indirectly by the collaborating health systems. Direct support includes that of clinical staffing, performance of day to day clinical operations, providing information technology and related services, and the specialty functions of modern child abuse and sexual assault assessment service. Indirect support presently includes non-clinical staff support.

Operations:

A Clinic Operations Manager with responsibility over the CANOPY Medical Suite is a primary employee of one of the health systems. The clinic operations manager reports to a nurse supervisor in that health system. The terms for compensation and benefits of the Clinic Operations Manager will remain the responsibility of the employing health system. For this role, the Clinic Operations Manager works closely with the CANOPY Medical Director and CANOPY Center Director. The Clinic Operations Manager works with corresponding clinical support departments at their primary employer health system. These include but are not limited to the Nursing Department/Institute, Clinical Engineering, Facilities and Environmental Services. The Clinic Operations Manager may delegate some day to day operations responsibilities to the CANOPY Medical Coordinator and rostered clinical staff medical professionals as they determine appropriate.

Information technology and closely related services:

One of the health systems (which may or may not be the same as above) supports CANOPY by providing administration of the electronic medical record and closely associated functions. These include:

- EPIC electronic medical record
- Information technology equipment and maintenance
- Billing processing and compliance
- CLIA licensed laboratory collection supplies, chain of evidence courier, test processing and result reporting
- Point of Care Testing (POCT) license for urine pregnancy testing.

The Clinic Operations Manager and Medical Director and/or their representatives correspond and solve concerns and issues with the support of administering departments such as Information Services, Electronic Health Record services, Finance, Billing and Compliance, and Clinical Pathology / Laboratory Services.

Specialty functions:

One of the health systems (which may or may not be the same as above) supports state of the art medical practice of forensic medical examinations of abused children and young people by advising and facilitating CANOPY acquiring and maintaining the most recent highest quality forensic medical

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examination technology. At the time of this writing, CANOPY in consultation with experts in the field has determined this to be the Cortex-Flo system and a digital camera.

Another specialty function of the CANOPY Medical Suite supported by the health systems is leading the medical suite personnel with regards to current issues and initiatives awareness, relationships with professional and policy experts in the fields of sexual assault nurse examinations and child abuse pediatrics at the local, state and national levels.

Rostered clinicians for CANOPY

The medical staff roster is subject to availability of trained and qualified medical personnel employed by the collaborating health systems. Initial levels are discussed in the Addendum to this Agreement. Tracking of the workload is done by the CANOPY Medical Coordinator with the supervision of the Clinical Operations Manager. If workload significantly increases or decreases, changes to composition and levels are considered. All medical staff, regardless of their primary employer are fully integrated into CANOPY and are trained to meet the clinical practice model of CANOPY.

Additional Services and Responsibilities of Medical Personnel to CANOPY and MDT
The Medical Director, Clinical Operations Manager, and Medical Coordinator will organize and participate on a sustained Medical Operations Committee. Each health system is ensured at least one clinical representative and also appoints at least one representative from hospital administration at the discretion of the CANOPY Center Director. At least one representative is appointed by the MDT at the discretion of the CANOPY Center Director. This committee will work to ensure continued cohesion amongst each health system and alignment to CANOPY's mission and vision. This committee will continue to meet regularly and work alongside CANOPY's larger advisory board and executive team until the full attainment of a Board of Directors for CANOPY.

A medical director meeting the 'advanced medical consultant' criteria of the NCA will be employed by one of the health systems. Presently, this director this role is being fulfilled by the Metrohealth System. The terms for compensation and benefits of the Medical Director shall remain the responsibility of the employing health system.

All CANOPY medical personnel are responsible for providing educational content to multidisciplinary trainings of CANOPY. When requested, they also help to facilitate provision of the child abuse prevention services and trainings offered by CANOPY member agencies to patients, families and staff of the collaborating hospital systems and other area health organizations.

Payment for medical evaluations at CANOPY

Forensic medical examinations, of both the 'Acute' and 'Non-Acute' varieties are available to all clients regardless of their Ohio County of residence or ability to pay. This is mandated by Ohio statute and administered through the Ohio Attorney General's Sexual Assault Forensic Examination (SAFE) program which provides reimbursement for the initial forensic medical evaluation performed by trained and

approved medical providers when the evaluation is in conjunction with child protective services and/or law enforcement investigations of alleged child abuse.

In the rare circumstance that a client is not determined to be eligible for payment from the Ohio Attorney General SAFE program, provisions will be made for CCDCFS to provide payment to the medical provider at the Medicaid rate when they have requested or would request a medical evaluation of a client that they are in custody of.

During the initial phase of CANOPY's operation hospitals are providing staff on an in-kind basis. Partners will re-evaluate this model and refine it as necessary. An alternative structure that has been used in some more fully developed CACs in other cities is one where the full cost of medical services being delivered at the CAC is quantified and then funded with an equal contribution from each medical institution. A billing system will be established and hospitals can then bill for services rendered and cover costs from pooled contributions. The billing process may be managed by CANOPY's fiscal function or managed through one of the hospital's billing departments.

MENTAL HEALTH SERVICES

CANOPY, in partnership with Cuyahoga County's Defending Childhood Initiative and mental health providers in the Cuyahoga County community, agree to work collaboratively to ensure that all clients and families in need of mental health treatment resulting from child sexual or severe physical abuse will receive trauma focused treatment in an expedient and professional manner from masters level or higher trained clinicians, trained in evidence based, trauma informed treatment modalities. The mental health partners in this protocol include, but are not limited to the following providers:

- Frontline Service
- Domestic Violence and Child Advocacy Center
- Cleveland Rape Crisis Center

Each mental health provider agrees to provide and maintain current information regarding sliding fee scales and insurances accepted, including Medicaid, to CANOPY so that mental health evaluation and treatment is available to all CANOPY clients regardless of ability to pay. Mental health records are the property of the mental health provider.

Clients that come to CANOPY that have involvement with CCDCFS will be referred to mental health services utilizing a system called Defending Childhood Initiative. This system is operated by Cuyahoga County and provides comprehensive, trauma informed mental health evaluation to those that are identified to be at the highest risk of experiencing symptoms of trauma. Defending Childhood Initiative has a central intake agency and this agency is the entity that provides the mental health evaluation and then links the client to a therapist that is trained in providing evidence based trauma treatment. When CCDCFS receives a client that meets the criteria for referral to CANOPY, they will also complete a Defending Childhood Initiative screening form. If the case meets criteria for the Defending Childhood

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Initiative, the case will be referred to Defending Childhood Initiative's Central Intake Agency whom will begin outreach efforts immediately and complete a mental health evaluation. Upon completion of a mental health evaluation, the central intake agency then links the client to a mental health therapist either at Cleveland Rape Crisis Center or Domestic Violence and Child Advocacy Center. The central intake agency then completes a face to face meeting with the client and the therapist whom then begins providing ongoing trauma therapy to the client. An example of the Defending Childhood Initiative Screening forms are available at CANOPY.

Clients that come to CANOPY that are actively involved with CCDCFs and do not meet criteria for the Defending Childhood Initiative and clients that do not have any active involvement with CCDCFs but are still involved with CANOPY will be referred directly to trauma therapists at Cleveland Rape Crisis Center and Domestic Violence Child Advocacy Center.

If there is no availability for a CANOPY client to receive mental health services in a timely manner at Cleveland Rape Crisis Center or Domestic Violence and Child Advocacy Center or if the client requests a different therapist from another agency the victim advocate will ensure referral to a therapist through the Defending Childhood Initiative that is able to provide comprehensive trauma therapy. If the client is already working with a mental health therapist and prefers to address their trauma with that therapist, the victim advocate will ensure care coordination with the ongoing therapist. These therapists will be invited to participate in the MDT when they are involved directly with a case, on an as needed basis.

At all times, CANOPY utilizes a trauma informed care approach and all members of the MDT are in agreement with this. Therefore, client preference and choice is priority and will supersede any established protocols if necessary in regards to the attainment and provision of mental health treatment.

Mental health service providers are key members of CANOPY's multi-disciplinary team, therefore representation by at least one mental health provider at Case Review meetings is required. All mental health providers agree to attend meetings when invited to discuss specific cases.

In an effort to ensure that the best quality of services are provided to clients who have experiences sexual and severe physical abuse, Canopy and mental health providers agree to collaborate on cross training staff on topics of mutual interest.

CASE REVIEW

Members of the MDT with cases on the review list meet for case review at minimum, bi-weekly, at CANOPY.

Additionally, other service providers working with a client and family/caregiver can be invited to Case Review as warranted.

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The family liaison is responsible for formulating the meeting agenda of cases to be reviewed. The agendas are electronically delivered in a secure manner to the MDT members 3 days prior to the meeting. Additionally, they may be delivered to other invited service providers when the agenda includes cases they are involved with. Everyone is required to sign the "Confidentiality Statement" at each meeting they attend.

Reviewed cases will be open cases, with charging decisions or court actions pending. Complex cases involving human trafficking, pornography, or multiple perpetrators, or cases where client safety is questioned will be given priority. Any case can be placed on the case review list if a team member requests it be included.

Due to the confidential nature of the meetings, the agendas and other paperwork associated with the meetings are not subject to disclosure through public records requests.

The purpose of Case Review is to share information so that appropriate, coordinated action plans and decisions, including service needs and referrals, are made on client sexual and severe physical abuse cases referred to CANOPY.

The family liaison or in his/her absence the victim advocates update electronic medical record with case status, action plan, and need, if any, for additional review. Additionally, the family liaison communicates any recommendations to absent team members.

Cases are reviewed repeatedly until all case resolution decisions are made. A case is considered closed to Case Review once all case resolution decisions are made and all referrals/linkages are secure.

CASE RESOLUTION

CANOPY case resolution decisions can occur at any point in the process but typically decision-making occurs at case review meetings which allows for input from the entire MDT. The MDT believes that consensus provides the best action plan for cases. Team members agree that law enforcement officers, and the Cuyahoga County Prosecutor's office have prosecution decisions in their respective cases, and CCDCFs requirements for client safety and substantiation of abuse guide case resolution decisions. The guiding principle, as stated throughout this Protocol, is that ongoing collaboration and open communication between team members and between disciplines promotes good decisions and provides best practice interventions for client and families.

CASE TRACKING

Case tracking is a core service provided by CANOPY to ensure that all referred cases are monitored throughout the investigation, treatment and prosecution processes, and that all linkages are documented.

CANOPY utilizes an electronic system that tracks the following:

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- Client and family demographics
- Alleged perpetrator demographics, including relationship to the client
- Nature of abuse,
- Referral for medical exam
- Referral for mental health services
- CPS Case service disposition – case substantiated, client placed outside of home
- LE investigation outcome
- Victim Advocacy service provision
- Court disposition, criminal and/or juvenile – charges filed, conviction/adjudication, offender classification

A case is tracked until all services have been provided and there is case resolution.

The majority of case tracking data is captured at the point of referral, at the interview, and at Case Review meetings. CANOPY staff are responsible for all case tracking including data entry. The family liaison opens new cases and enters referral information. The forensic interviewer and clinic coordinator update the interview and medical tabs. Victim Advocates update the victim advocacy and other tabs including law enforcement, CPS and prosecution at each contact.

All team members provide updated information about case progress at case review and informally via email between meetings. The family liaison updates the database after every case review.

Information obtained through the Performance Measurement System, as required by grantors, is inputted by the family liaison.

MDT members not responsible for inputting information into the electronic medical record have read only access to all the electronic medical record information for cases that involve their agency. Prosecutors and CANOPY staff have access to all cases. Additionally, team member's supervisors and agency heads have read only access to electronic medical record cases that involve their staff.

The MDT values evaluation of CANOPY's performance and overall systemic impact, therefore additional data will be traced as determined by a data impact workgroup.

TRAINING PROTOCOL

CANOPY believes that all MDT members must have the necessary skills and training to provide best practice interventions for all clients and families served by CANOPY. To that end, the following are the standards and expectations for MDT training:

- All staff, client protection specialists, and law enforcement officers who conduct client interviews are required to have completed a minimum of one (1) training course on interviewing clients that includes training on child development. The preferred training curricula are the five (5) day training provided by Childhood Trust, Finding Words, the APSAC or NCAC model trainings or the full 5 days of Beyond the Silence. When child protection specialists or law enforcement officers

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assigned to the MDT have not yet been trained, those staff agree that they will not interview a client and instead will defer to the MDT member who has completed the required training.

- Interviewing training is recommended for all other MDT members to promote sound understanding of the information gathering process.
- Team members and staff are required to attend a minimum of one (1) MDT training annually with the recommendation to attend at least two to three specialized trainings per year. The preferred training format is one (1) multi-day national or regional conference. CANOPY commits to allocating a portion of its annual budget to MDT training for representatives within the MDT.
- Mental health professionals participating on the team will be trained in trauma-focused interventions.
- Medical professionals participating on the team will meet all requirements for pediatric training and continuing education, including engagement in timely, ongoing peer review.
- CANOPY, in collaboration with MDT member agencies, will organize and provide at least one (1) topic-specific training annually.
- The MDT meets quarterly, outside of Case Review meetings, for the purpose of cross training, team development, peer review, and for discussion of any issues that affect team functioning. Team members sign up to present information of mutual interest to the Team on such topics as prosecution, testifying, medical diagnosis, mental health interventions, etc. Additionally, outside speakers are invited to present on topics of interest to the team including topics that enhance cultural humility and sensitivity.

RECORDS AND SUBPOENAS

All subpoenas and records requests of each discipline within the MDT are subject to the policies and procedures of each respective agency that employs members of the MDT.

For medical providers, subpoenas received to appear in court are forwarded to the Legal Department of the health system which is the provider's primary employer. Requests received from any other attorney for the Medical Report or other records are also forwarded to the same. If approved, an 'Outcome Certificate of Medical Records Custodian' is completed and the Medical Report or records are sent. The provider schedule of time worked for their primary employer is blocked for preparation for court and to attend court to provide testimony.

ADDENDUM

The CANOPY multidisciplinary team is able to operate as a team and utilize this approach when doing their respective work involving cases of child abuse that are presently received within their disciplines prior to having a physical structure. All members of the multidisciplinary team agree that utilizing a team approach and working to provide services in a smooth and timely manner is the best approach when working with their clients and therefore the following plan to provide services as a child advocacy center prior to having a physical structure is as follows:

Criteria Selection

First 6 to 9 months of operation, cases referred to CANOPY will be: client resides within the city of Cleveland, has been alleged to experience sexual abuse, and is 12 years old or younger. These referrals will only come from Cuyahoga County Division of Children and Family Services only.

First 9 months to 2 years, cases referred to CANOPY will be: client resides within Cuyahoga County, has been alleged to experience sexual abuse, and is 12 years old or younger. These referrals will come from CCDCFS and from law enforcement. At the discretion of the MDT members and Executive Director, additional referral sources may be accepted as capacity allows.

Post 2 years and beyond, cases referred to CANOPY will be: client resides within Cuyahoga County, has been alleged to experience severe physical abuse, extreme neglect, or sexual abuse, and is 17 years old or younger. Client is 21 years old or younger and has a sensory motor or cognitive disability, and meets all other criteria.

Procedures

CCDCFS child protection specialists will respond to reports of sexual abuse that are screened in through their abuse hotline. They respond to these reports by making contact with the family within 1 hour for emergencies and 24 hours for non-emergencies. At that initial contact, the CCDCFS child protection specialist explains to the client and family that there is a multidisciplinary team in place that includes individuals that they would have interaction with regarding their client and this circumstance. The child protection specialist then asks the client and family if they would be willing to participate in this multidisciplinary team process and if they are willing, obtains a consent to release information to share information with all members of the multidisciplinary team. The CCDCFS child protection specialist then completes a referral to CANOPY's executive director. The executive director and/or family liaison from CANOPY then reach out to the MDT members identified to be needed on the case and arrange an MDT meeting.

Victim Advocacy

The CANOPY director and/or family liaison then alert the CCDCFS child protection specialist of the name of a victim advocate to assign to the case, either from Cleveland Rape Crisis Center or from Domestic Violence and Child and Advocacy Center and also alerts the assigned advocate of the case referral information. The advocate then begins providing victim advocacy to the case.

Forensic Interview

The assigned victim advocate then reaches out to the client and family directly and assists with scheduling the forensic interview to be completed by CCDCFS child protection specialists that are trained in forensic interviewing skills and at their office or best location for the client and family. The victim advocate also then alerts any members of the MDT of when and where the forensic interview will be occurring, and requests their presence to observe the interview if they are able.

Mental Health

All processes for referral to mental health services will occur as written on page 25 of full MOU.

Medical Examination

The source of referrals to the CANOPY medical suite would initially be CCDCFS child protection specialists as per their screening protocol and the graduated increasing geographic catchment area as described elsewhere in this MOU. It is anticipated that CCDCFS child protection specialists will refer for medical examination immediately as they close their initial client and family assessment.

In time, referrals for medical examination would be contemporaneous from law enforcement officers as they cross-report to CCDCFS or provide a report to the MDT. Moreover, in time, referrals to the CANOPY medical suite would be opened to include directly from community medical professionals, schools, community organizations, concerned family as or even before they make their report of concern to child protective services.

During the first two years of operations of the CANOPY medical suite, clinicians rostered to provide services at CANOPY are provided their salaries and hourly professional wages by their respective primary employer health system. Their professional medical services are provided in kind for the community benefit of the development of CANOPY.

APPENDICES

A. Definitions

Appendix A

- *Human Trafficking*: the action or practice of illegally transporting people from one area to another, typically for the purposes of forced labor or commercial sexual exploitation
- *Client*: a child, youth, or any other persons receiving direct services provided to them by the child advocacy center
- *Caregiver*: person responsible for caring for a child, youth that is receiving direct services provided by the child advocacy center
- *Law enforcement*: any police officer, detective, or sheriff with legal jurisdiction to act in an organized manner to enforce the law by discovering, deterring, rehabilitating, or punishing people who violate the rules and norms governing that society.
- *MDT*: Multi-disciplinary team, group of professional workers who are members of different disciplines each providing specific services to the client and working together to ensure communication and effective provision of all that the client receives, comprehensively
- *SANE*: Sexual Assault Nurse Examiner
- *CAC*: Child Advocacy Center
- *Sexually Aggressive*: potentially violent behaviour focussed on gratifying sexual drives
- *Advanced Medical Consultant*: A Child Abuse Pediatrician, Physician or Advanced Practice Nurse who:

- a) Has met the minimum training outlined for a CAC provider (NCA Standards for Accredited Members 2017 Edition, Page 111).
 - b) Has performed at least 100 child sexual abuse examinations
 - c) Current in CQI requirements (continuing education and participation in expert review on their own cases)
- *Medical Coordinator*: CANOPY staff that assists with bringing the different elements of medical exams together to ensure efficiency or harmony with all hospital systems and CANOPY
 - *HIPAA*: Health Insurance Portability and Accountability Act
 - *SAFE program*: Sexual Assault Forensic Examination Program. The Ohio Attorney General's SAFE Program pays for the cost of a forensic examination and the antibiotic prophylaxis to prevent sexually transmitted infections
 - *SAECK*: Sexual Assault Evidence Collection Kit
 - *DFSAK*: Drug Facilitated Sexual Assault Kit
 - *Forensic Medical Exam*: An exam by a specially trained health professional and is for health as well as to collect and preserve evidence
 - *Medical Exam*: An assessment by a health professional for health purposes

ANNEXES

A. CANOPY Medical Procedures and Protocols

B. CANOPY Code of Regulations

APPENDIX 7

OAC Ann. 5101:2-39-01

This document is current through updates effective July 1, 2022.

OH - Ohio Administrative Code > 5101:2 Division of Social Services > Chapter 5101:2-39 Removals

5101:2-39-01. Removal of a child from the child's own home.

(A) If the public children services agency (PCSA) or private child placing agency (PCPA) has determined a child cannot be maintained safely through the implementation of voluntary safety planning, the PCSA or PCPA shall pursue removal of the child from the home.

(B) If a child has Indian heritage, tribal eligibility or tribal membership and is removed from the child's own home, the PCSA or PCPA shall act in accordance with procedures outlined in rules [5101:2-53-03](#) and [5101:2-53-06 of the Administrative Code](#).

(C) If removal of a child from the home is necessary, as determined by the PCSA or PCPA, the agency shall do one of the following:

- (1) File a complaint with the juvenile court with a motion requesting removal of the child.
 - (a) Provide the court with documentation of the provision of reasonable efforts to prevent removal or documentation identifying reasonable efforts are not required pursuant to paragraph (L) of this rule.
 - (b) Request the court make a determination of one of the following:
 - (i) Reasonable efforts to prevent removal were made through the provision of supportive services.
 - (ii) Reasonable efforts were not possible due to the urgent nature of the child's removal.
 - (iii) Reasonable efforts were not required pursuant to paragraph (L) of this rule.
- (2) Petition the court for an ex parte emergency order authorizing the continued placement of the child within twenty-four hours or the next business day from the date of the child's removal from the home.
- (3) Request the assistance of a law enforcement officer or a duly authorized officer of the court, if exigent circumstances requiring immediate intervention exist, and time does not permit obtaining a court order.

(D) Upon removal of the child, the PCSA or PCPA shall provide the child if age and developmentally appropriate and the child's custodial parent, non-custodial parent, guardian, or custodian with the following information and document the date and method of notification in the case record in accordance with rule [5101:2-33-23 of the Administrative Code](#):

- (1) Reason for the removal.
- (2) PCSA or PCPA name, telephone number, address, and name of person to contact regarding the case.
- (3) Visitation schedule prior to a journalized family case plan, inclusive of sibling visitation if not placed together.
- (4) Date, time, and place of court hearings, if applicable.

- (5) The name and telephone number of the employee designated by the court to provide the appointment of counsel to a custodial parent, non-custodial parent, guardian, or custodian who cannot afford to hire an attorney if known.
- (E) In the absence of the custodial parent, non-custodial parent, guardian, or custodian, the PCSA or PCPA shall provide or attempt to provide the custodial parent, non-custodial parent, guardian, or custodian with the information stated in paragraph (D) of this rule within twenty-four hours of the removal.
- (F) The PCSA or PCPA shall make reasonable efforts to place siblings in the same foster home, kinship home, or adoptive placement unless the PCSA or PCPA has documented that joint placement would be contrary to the safety or well-being of any of the siblings.
- (G) If siblings are not placed together the PCSA or PCPA shall do one of the following:
- (1) Develop a written visitation plan pursuant to rule [5101:2-38-05 of the Administrative Code](#).
 - (2) Develop a written visitation plan pursuant to rule [5101:2-38-07 of the Administrative Code](#).
- (H) The PCSA or PCPA shall do all of the following within thirty days after removal of a child from his or her custodial parent, non-custodial parent, guardian or custodian:
- (1) Exercise due diligence in identifying the following relatives and/or kin:
 - (a) All maternal and paternal grandparents.
 - (b) Individuals related by blood or adoption.
 - (c) A parent who has legal custody of the child's sibling including blood, half-blood, or adoption.
 - (d) Any non-relative adult the child or the child's parent, guardian, or custodian identifies as having a familiar relationship with the child and/or the family.
 - (2) Provide notice to all adult relatives and kin identified in paragraphs (H)(1)(a) to (H)(1)(d) of this rule specifying all of the following and documenting the date and method of notification in the case record in accordance with rule [5101:2-33-23 of the Administrative Code](#):
 - (a) The child has been or is being removed from the parents' custody.
 - (b) The options the relative or kin has to provide support for the child:
 - (i) Babysitting.
 - (ii) Companionship.
 - (iii) Emotional support.
 - (iv) Mentorship.
 - (v) Respite care.
 - (vi) Transportation.
 - (c) The options the relative or kin has to provide care and placement for the child including:
 - (i) The requirements to become a licensed foster caregiver in accordance with rule [5101:2-7-02 of the Administrative Code](#) and the additional services and supports available for children placed in a foster home.
 - (ii) Available kinship support in accordance with rule 5101:2-42-18.2 of the Administrative Code.
 - (d) The potential of legal permanency of the child if the parent, guardian, or custodian is unable to regain custody of the child removed.
 - (e) The failure to respond to the notification may impact the future ability to provide support, care, and placement of the child.

(3) Document in the case record if any adult relative or kin identified pursuant to paragraph (H)(1) of this rule has a history of family violence. The PCSA or PCPA is not required to notify adult relatives or kin with a history of family violence pursuant to paragraph (H)(2) of this rule.

(4) Provide information to relative or kin respondents in accordance with rule [5101:2-42-90 of the Administrative Code](#) and assess the respondents pursuant to rule [5101:2-42-18](#) or [5101:2-52-04 of the Administrative Code](#) to determine whether or not placement is approved. Upon placement of the child with an approved relative or kin, the PCSA or PCPA is not required to assess any other respondent; but shall keep a recorded list of the identified adult relatives and kin in the case record.

(I) Nothing in paragraph (H) of this rule shall preclude the PCSA or PCPA from identifying and notifying relatives or kin not expressly identified in paragraph (H) (1) of this rule, that the child has been or is being removed from the parents' custody.

(J) At any hearing on the continued placement of the child, the PCSA or PCPA shall provide the court with documentation and request the court make a determination of one of the following:

(1) Reasonable efforts have been made and continue to be made to make it possible for the child to safely return home through the provision of supportive services.

(2) Reasonable efforts were made and continuation of reasonable efforts to make it possible for the child to safely return home is inconsistent with the permanency plan for the child.

(K) The PCSA or PCPA shall provide the court with documentation and request the court make a judicial determination that reasonable efforts have been made to finalize the permanency plan in accordance with rule [5101:2-47-22 of the Administrative Code](#).

(L) Reasonable efforts to prevent removal or to return the child home are not required if the PCSA or PCPA finds the parent from whom the child was removed has:

(1) Been convicted of or pleaded guilty to one of the following:

(a) An offense under section 2903.01, 2903.02, or 2903.03 of the Revised Code or under an existing or former law of this state, another state, or the United States that is substantially equivalent to an offense described in those sections and the victim of the offense was a sibling of the child or the victim was another child who lived in the parent's household at the time of the offense;

(b) An offense under section 2903.11, 2903.12, or 2903.13 of the Revised Code or under an existing or former law of this state, any other state, or the United States that is substantially equivalent to an offense described in those sections and the victim of the offense is the child, a sibling of the child, or another child who lived in the parent's household at the time of the offense;

(c) An offense under division (B)(2) of section 2919.22 of the Revised Code or under an existing or former law of this state, any other state, or the United States that is substantially equivalent to the offense described in that section and the child, a sibling of the child, or another child who lived in the parent's household at the time of the offense is the victim of the offense;

(d) An offense under section 2907.02, 2907.03, 2907.04, 2907.05, or 2907.06 of the Revised Code or under an existing or former law of this state, any other state, or the United States that is substantially equivalent to an offense described in those sections and the victim of the offense is the child, a sibling of the child, or another child who lived in the parent's household at the time of the offense;

(e) An offense under sections 2905.32, 2907.21, and 2907.22 of the Revised Code or under an existing or former law of this state, any other state, or the United States that is substantially equivalent to the offense described in that section and the child, a sibling of the child, or another child who lived in the parent's household at the time of the offense is the victim of the offense;

- (I) A conspiracy or attempt to commit, or complicity to committing, an offense described in paragraph (L)(1)(a), (L)(1)(d), or (L)(1)(e) of this rule.
- (2) Been required to register with a sex offender registry in accordance with section 113(a) of the Adam Walsh Child Protection and Safety Act of 2006.
- (3) Repeatedly withheld medical treatment or food from the child if the parent has the means to provide the treatment or food. If the parent withholds medical treatment in order to treat the physical or mental illness or defect of the child by spiritual means through prayer alone, in accordance with the tenets of a recognized religious body, the agency shall comply with the requirements of division (A)(1) of section 2151.419 of the Revised Code.
- (4) Placed the child at substantial risk of harm two or more times due to alcohol or drug abuse and rejects treatment two or more times or refuses to participate in further treatment two or more times after a family case plan is developed pursuant to rule [5101:2-38-07](#) or [5101:2-38-05 of the Administrative Code](#) requiring treatment of the parent and is journalized as part of a dispositional order issued with respect to the child or an order is issued by any other court requiring such treatment of the parent.
- (5) Abandoned the child.
- (6) Had parental rights terminated pursuant to section 2151.353, 2151.414, or 2151.415 of the Revised Code with respect to a sibling of the child.
- (7) Deserted the child pursuant to section 2151.3515 of the Revised Code.
- (M) If the PCSA or PCPA removes a child from the home due to abuse, neglect or dependency and the family is a participant in Ohio works first (OWF), the PCSA or PCPA shall notify the county department of job and family services (CDJFS) of the child's removal according to procedures contained in the OWF county plan of cooperation.
- (N) At the end of each month for the first five months after the PCSA or PCPA takes the child into custody, the agency shall provide the CDJFS with the following information:
- (1) Whether or not the custodial parent, non-custodial parent, guardian, or custodian is cooperating with the family case plan prepared pursuant to rule [5101:2-38-05](#) or [5101:2-38-07 of the Administrative Code](#).
- (2) Whether or not the PCSA or PCPA is making reasonable efforts to return the child to the home of the OWF assistance group.
- (O) The PCSA or PCPA shall document all activities, notifications and copies of court documents required by this rule in the case record.

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0015

<p>Sponsored by: County Executive Ronayne/Department of Health and Human Services/Division of Community Initiatives/Office of Homeless Services</p>	<p>A Resolution authorizing an amendment to Contract No. 585 with The Salvation Army for supportive services for homeless men in the Pickup Assessment Sheltering Service (PASS) Transitional Housing Program for the period 1/1/2021 – 9/30/2022 to extend the time period to 9/30/2023 and for additional funds in the amount not-to-exceed \$794,821.00; authorizing the County Executive to execute the amendment and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive/Department of Health and Human Services/ Division of Community Initiatives/Office of Homeless Services recommends an amendment to Contract No. 585 with The Salvation Army for supportive services for homeless men in the Pickup Assessment Sheltering Service (PASS) Transitional Housing Program for the period 1/1/2021 – 9/30/2022 to extend the time period to 9/30/2023 and for additional funds in the amount not-to-exceed \$794,821.00; and

WHEREAS, this contract provides supportive services for the PASS Program, a Transitional Housing Program for homeless men; and

WHEREAS, the goals of the amendment are to continue: (1) to provide basic, temporary housing and safety net services for 75 homeless men, (2) to quickly link clients with Rapid Re-Housing Assistance; and (3) to support clients in accessing earned income and benefits; and

WHEREAS, this project is funded 31% by Health and Human Services Levy Fund and 69% U.S. Department of Housing and Urban Development Continuum of Care Homeless Assistance Grant; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes an amendment to Contract No. 585 with The Salvation Army for supportive services for homeless men in the Pickup Assessment Sheltering Service (PASS) Transitional Housing Program for the period 1/1/2021 – 9/30/2022 to extend the time period to 9/30/2023 and for additional funds in the amount not-to-exceed \$794,821.00.

SECTION 2. That the County Executive is authorized to execute the amendment and all other documents consistent with this Resolution. To the extent that any exemptions are necessary under the County Code and contracting procedures, they shall be deemed approved by the adoption of this Resolution.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the 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.

On a motion by _____, seconded by _____, the foregoing Resolution was duly adopted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

First Reading/Referred to Committee:
Committee(s) Assigned:

Journal _____
_____,20____

OnBase Item Detail Briefing Memo - Form

Office of Homeless Services; RQ 3324; 2022 Amendment 2 with Salvation Army for PASS RAPID REHOUSING AND RECOVERY SUPPORT PROGRAM FOR SINGLE ADULT MALES

A. Scope of Work Summary

1. Office of Homeless Services requesting approval of an amendment to the contract with the Salvation Army. This is the second amendment, adding **\$794,821.00** and extending the contract term through 9/30/23. No change in scope of service.

If the Project is not new to the County List the Prior Board Approval Number or Resolution Number.

Original Contract	BC2021-1644	4/06/2021
Amend 1	R2022-0061	3/22/2022

The Pickup, Assessment, Shelter, and Services (PASS) Rapid Rehousing Program serves single adult homeless men with supportive services and rental assistance. The anticipated start – completion dates are **10/01/2022 – 09/30/2023**.

2. The primary goals of the project are:

- a) Provide basic, temporary housing and safety net services for 75 homeless men at a time
- b) Link clients with permanent housing; and
- c) Support clients in accessing earned income, recovery supports, and stable incomes.

3. **N/A**

4. **N/A**

B. Procurement

1. The procurement method for this contract was RFP. RFP RQ 3224 was issued on 9/28/20 and closed on 10/20/20. Salvation Army was the only vendor submitting a proposal and was recommended for award.

C. Contractor and Project Information

1. The address(es) of all vendors and/or contractors is:

Salvation Army
1710 Prospect Avenue
Cleveland, OH 44115
Council District #7

2. The Executive Director is Beau Hill, 216-619-4676

3. The address or location of the project is:

1710 Prospect Ave.;
Cleveland, OH 44115

3.b. The project is located in Council District 7.

D. Project Status and Planning

1. The project recurs annually.

2. N/A

3. N/A

4. The project's term began on 10/01/22. The amendment is being submitted late because the HUD grant agreement was received late.

10/4/22 – Received executed HUD grant agreement

10/11/22 – Requested appropriation & activity code

10/20/22 – Requested budget and updated documents from provider

10/25/22 – Matrix request submitted

11/1/22 – Activity code provided

11/8/22 – Amendment draft received and sent to provider

11/17/22 – Provider returned signed amendment and COI, uploaded to Matrix

11/28/22 – Legal requested updated insurance

12/1/22 – Legal approval

12/5/22 – Released in Infor

5. N/A

E. Funding

1. The project is funded:

- 69% (\$544,821.00) by the U.S. Department of Housing and Urban Development Continuum of Care Homeless Assistance Grant
- 31% (\$250,000.00) by HHS Levy

2. The schedule of payments is monthly.

3. The project is an amendment to a contract. This is the second amendment, adding funds in the amount of \$794,821.00 and extending the term to 9/30/23.

F. Items/Services Received and Invoiced but not Paid: N/A

Please reference the alternate procurement process and the Board of Control Approval Number for exemptions from aggregation on various requisitions to reimburse employers for employee wage and training expenses; to authorize payments to various providers for family centered services and support wraparound program services, or to make award recommendations to various providers for toxicology services.

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	3324
Buyspeed RQ# (if applicable):	N/A
Infor/Lawson PO# Code (if applicable):	RFP
CM Contract#	585

	Department	Clerk of the Board
Briefing Memo	ER	

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the amendment being submitted late?	HUD grant agreement was late	
What is being done to prevent this from reoccurring?	OHS does not have control over when grant agreements are issued	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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Contract Amendments Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form			ER	BRM
IG#	12-2752-REG 12/31/2023		ER	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	N/A
Debarment/Suspension Verified	Date:	12/5/22	ER	BRM
Auditor's Finding	Date:	12/5/22	ER	BRM
Independent Contractor (I.C.) Requirement	Date:	11/16/22	ER	BRM
Cover - <i>Master amendments only</i>			N/A	N/A
Contract Evaluation			ER	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			N/A	N/A
Checklist Verification			ER	BRM

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	ER
Matrix Law Screenshot	ER
COI	ER
Workers' Compensation Insurance	ER
Original Executed Contract (containing insurance terms) & all executed amendments	ER

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
10/1/22 – 12/31/22	HS220125	55130	HS-2022-RRH-ADU	\$544,821.00
1/1/23 – 9/30/23	HS220125	55130	HS-2022-RRH-ADU	\$0.00
10/1/22 – 12/31/22	HS260350	55130	UCH00000	\$62,500.00
1/1/23 – 9/30/23	HS260350	55130	UCH00000	\$187,500.00
			TOTAL	\$794,821.00

Contract History CE/AG# (if applicable)	
Infor/Lawson PO# Code (if applicable)	RFP
Lawson RQ# (if applicable)	3324
CM Contract#	585

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$250,000.00		12/31/2021	4/6/2021	BC2021-164
Prior Amendment Amounts (list separately)		\$730,701.00	9/30/2022	3/22/22	R2022-0061
		\$			
		\$			
Pending Amendment		\$794,821.00	09/30/2023	N/A	N/A
Total Amendments		\$1,525,522.00			
Total Contact Amount		\$1,775,522.00			

Purchasing Use Only:

Prior Resolutions:	BC2021-164, R2022-0061
Amend:	585
Vendor Name:	The Salvation Army
ftp:	1/1/2021-9/30/2022 ext 9/30/2023
Amount:	Add'l \$794,821.00 mm
History/CE:	ok
EL:	OK
Procurement Notes:	BRM 12/12/2022

CONTRACT EVALUATION FORM

Contractor	Salvation Army				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	585				
RQ#	3224				
Time Period of Original Contract	7/1/18 – 12/31/20				
Background Statement	Salvation Army was awarded a contract in 2020 to operate the PASS Rapid Re-Housing Program, which provides 75 beds at a point in time for homeless men.				
Service Description	The PASS Program provides Temporary Housing, referrals for Rapid Re-Housing, employment linkages, recovery support, and housing search assistance to homeless, adult men.				
Performance Indicators	Number of people assisted annually; exits to permanent housing.				
Actual Performance versus performance indicators (include statistics):	The Salvation Army served 254 unique individuals in 2021. Of those who left the program, 80% exited to permanent housing.				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	The Salvation Army PASS Rapid Re-Housing Program has consistently met expectations for % of individuals exiting to PH, despite significant barriers faced by this population.				
Department Contact	Melissa Sirak				
User Department	Office of Homeless Services				
Date	12/1/22				

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0016

Sponsored by: County Executive Ronayne/Department of Health and Human Services/Division of Community Initiatives/Office of Homeless Services	A Resolution authorizing an amendment to a Master Contract with various providers for permanent supportive housing services to chronically homeless single adults and high-barrier homeless persons for the period 7/1/2021 – 6/30/2022 to extend the time period to 6/30/2023 and for additional funds in the total amount not-to-exceed \$2,000,000.00; authorizing the County Executive to execute the amendment and all other documents consistent this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Health and Human Services/Division of Community Initiatives/Office of Homeless Services recommends an amendment to a Master Contract with various providers for permanent supportive housing services to chronically homeless single adults and high-barrier homeless persons for the period 7/1/2021 – 6/30/2022 to extend the time period to 6/30/2023 and for additional funds in the total amount not-to-exceed \$2,000,000.00 with the following providers:

- a) Contract No. 1602 with Emerald Development and Economic Network, Inc. in the amount not-to-exceed \$917,663.00.
- b) Contract No. 1604 with Famicos Foundation in the amount not-to-exceed \$150,097.00.
- c) Contract No. 1605 with Front Steps Housing & Services, Inc. in the amount not-to-exceed \$334,538.00.
- d) Contract No. 1617 with Mental Health Services for Homeless Persons, Inc. dba Frontline Services in the amount not-to-exceed \$160,005.00.
- e) Contract No. 1606 with Humility of Mary Housing, Inc. in the amount not-to-exceed \$110,796.00.
- f) Contract No. 1613 with YWCA of Greater Cleveland – Gogswell Hall in the amount not-to-exceed \$185,325.00.

- g) Contract No. 1614 with YWCA of Greater Cleveland – Independence Place in the amount not-to-exceed \$141,576.00.

WHEREAS, the primary goal of this amendment is to continue to provide rent subsidized permanent housing, medical care, mental health, recovery and employment services to help individuals integrate back into their communities; and

WHEREAS, this project is funded 100% by Health and Human Services Levy funds; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes an amendment to a Master Contract with various providers for permanent supportive housing services to chronically homeless single adults and high-barrier homeless persons for the period 7/1/2021 – 6/30/2022 to extend the time period to 6/30/2023 and for additional funds in the total amount not-to-exceed \$2,000,000.00 with the following providers:

- a) Contract No. 1602 with Emerald Development and Economic Network, Inc. in the amount not-to-exceed \$917,663.00.
- b) Contract No. 1604 with Famicos Foundation in the amount not-to-exceed \$150,097.00.
- c) Contract No. 1605 with Front Steps Housing & Services, Inc. in the amount not-to-exceed \$334,538.00.
- d) Contract No. 1617 with Mental Health Services for Homeless Persons, Inc. dba Frontline Services in the amount not-to-exceed \$160,005.00.
- e) Contract No. 1606 with Humility of Mary Housing, Inc. in the amount not-to-exceed \$110,796.00.
- f) Contract No. 1613 with YWCA of Greater Cleveland – Gogswell Hall in the amount not-to-exceed \$185,325.00.
- g) Contract No. 1614 with YWCA of Greater Cleveland – Independence Place in the amount not-to-exceed \$141,576.00.

OnBase Item Detail Briefing Memo - Form

Directions: Use the following form when requesting approval of a contract, agreement, an amendment, lease, permits or grants involving the County.

Enter this information directly or paste (text) into the sections below.

Complete all items within the (parenthesis – **Note: Do not include Parenthesis**) then attach the following information as a Word Document to the OnBase item.

Title:

Office of Homeless Services – 2022 Amendment 1– Permanent Supportive Housing Alt Procurement Operations and Supportive Services

A. Scope of Work Summary

1. Office of Homeless Services requesting approval of an alternative procurement process to award Health and Human Services funded contracts to the following HUD-approved Permanent Supportive Housing (PSH) providers serving Cuyahoga County: EDEN, Famicos Foundation, Front Steps, Humility of Mary, FrontLine Service, and the YWCA of Greater Cleveland. These providers operate 14 PSH sites serving chronically homeless single adults and high barrier homeless persons as part of the Housing First Initiative, which was established in 2004 with the goal of ending chronic homelessness in the county.

The Cleveland/Cuyahoga County Continuum of Care (CoC) completed a required competitive review and ranking of all continuum projects in September 2019, identifying PSH as a priority on its consolidated application for federal homeless assistance dollars. As a result of this process, the CoC was awarded HUD funding for these providers in March 2020. HUD renewed all projects at 2020 funding levels due to COVID-19, which did not allow for a competitive process for 2021 funding but requires continuation of existing projects.

Funding was included as part of the county biennial budget to address shortfalls in the program operating and supportive services budgets, which covers the upcoming contract year 7/1/22 – 6/30-23.

The term of the contracts funded through Amendment 1 is July 1, 2022 through June 30, 2023, in the amount of \$2,000,000.00, no change in scope of service from the award recommendation from HUD.

Using this amendment, OHS will assure the continued availability of services to chronically homeless single adults and homeless persons with high barriers to housing, including rent-subsidized permanent housing, medical care, mental health, recovery and employment services to help individuals integrate back into their communities.

Contracts will be drafted upon approval of the Alternative Procurement process.

2. The primary goals of the PSH program are to:

- a) work with those who are experiencing the highest barriers to stabilization including chronically homeless single adults and homeless persons with high barrier to housing.
- b) provide rent-subsidized permanent housing, medical care, mental health, recovery and employment services to help individuals integrate back into their communities.

3. N/A

4. N/A

B. Procurement

1. On an annual basis, the Cleveland/Cuyahoga County Continuum of Care (CoC) is required to rate and rank all projects submitted to HUD for funding, using an order that reflects the CoC's priorities. As a result of this process, the listed PSH providers were recommended for inclusion in the CoC's most recent Consolidated Application to HUD, which was awarded in March 2020. This alternative procurement will allow us to solicit proposals from the HUD-approved vendors to disburse this funding, which was designated by County Council to supplement the existing HUD funding for PSH services.

C. Contractor and Project Information

1. The address(es) of all vendors and/or contractors are:

- Famicos Foundation
1325 Ansel Road Cleveland, OH 44107
- Front Steps
1545 W 25th St, Cleveland, OH 44113
- FrontLine Service
1744 Payne Avenue Cleveland, OH 44114
- EDEN, Inc.
7812 Madison Avenue Cleveland, OH 44102
- Humility of Mary
2251 Front Street, Suite 210 Cuyahoga Falls, OH 44221

- YWCA
4019 Prospect Avenue Cleveland, Ohio 44103

2. The executive directors for the contract are:

- Famicos Foundation – John Anoliefo, (216) 791-6476
- Front Steps – Sherri Brandon, (216) 781-2250
- FrontLine Service – Susan Neth, (216) 274-3303
- EDEN, Inc. – Elaine Gimmel, (216) 961-9690
- Humility of Mary Opportunity House – Fred Berry, (330) 384-1555
- YWCA – Helen Forbes Fields, 216 881-6878

3.a The address or location of the project is:

- Harper's Pointe
3875 W 25th St, Cleveland, OH 44109
- Greenbridge Commons
7515 Euclid Ave, Cleveland, OH 44103
- Inez Killingsworth Pointe
4171 E 131st St, Cleveland, OH 44105
- The Commons at West Village
8315 Detroit Ave, Cleveland, OH 44102
- Buckeye Square
11529 Buckeye Rd, Cleveland, OH 44104
- Winton on Lorain
9431 Lorain Ave, Cleveland, OH 44102
- Edgewood Park
3215 E 55th St Cleveland, OH 44127
- South Pointe Commons
3323 W 25th St, Cleveland, OH 44109

- Liberty at St. Clair
10004 St Clair Ave., Cleveland, OH 44108
- 1850 Superior
1850 Superior Ave Cleveland OH 44114
- Emerald Commons
1976 W 79th St, Cleveland, OH 44102
- Opportunity House
4740 Turney Rd Garfield Heights, OH 44125
- Independence Place
4109 Prospect Ave Cleveland, OH 44103
- Cogswell Hall
7200 Franklin Blvd Cleveland, OH 44102

3.b. The project is located in Council District 7

D. Project Status and Planning

1. The project operates 365 days/year.

3. N/A

4. This project is being submitted late and will not meet the start date of 7/1/2022. The process is still relatively new to the user agency and the timeline to complete the required documentation was under-estimated. The process and timeline have been documented in preparation for future projects

- Project/Procurement Start Date ; Matrix request for amendment submitted to law 7/14/22
- Date of insurance approval from risk manager:
- Briefing memo and justification drafts completed : 8/18/22
- Contract evaluations completed: 6/22
- Debarment and Auditor forms completed for vendors: 8/17/22
- Date documents were requested from vendor: 8/9/22
- Date item was entered in INFOR: 8/18/22 -8/19/22
- Date using department approved item in Infor:
- Date Law Department approved item in Infor:
- Date approved by DoP in Infor:

- Length of processing time in Infor:

E. Funding

1. The project is funded 100% by the Cuyahoga County Health and Human Services Levy.
2. The schedule of payments is monthly.
3. When this amendment is approved, it will result in a 12 month contract being executed with Famicos Foundation, Front Steps, Humility of Mary Opportunity House, FrontLine Service, EDEN, Inc., and the YWCA of Greater Cleveland.

F. Items/Services Received and Invoiced but not Paid:

N/A

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	
Buyspeed RQ# (if applicable):	
Infor/Lawson PO# Code (if applicable):	
CM Contract#	1602

EDEN AMENDMENT 1	Department	Clerk of the Board
Briefing Memo	DG	

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the amendment being submitted late?	This project is being submitted late. There were delays in receiving provider signatures on the amendment, and submission of compliant COI's . Due to the delay in submission of compliant documents there was also a delay in receiving the required law approval needed to move the process forward.	
What is being done to prevent this from reoccurring?	The timeline to complete the collection of required documentation was underestimated. The process and timeline have been documented in preparation for future projects to avoid future delays.	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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Contract Amendments Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form			DG	BRM
IG#	20-0161 exp 12/31/2024		DG	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	
Debarment/Suspension Verified	Date:	10/26/22	DG	BRM
Auditor's Finding	Date:	10/26/22	DG	BRM
Independent Contractor (I.C.) Requirement	Date:	12/14/21	DG	BRM
Cover - <i>Master amendments only</i>				
Contract Evaluation			DG	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			N/A	
Checklist Verification			DG	BRM

Other documentation may be required depending upon your specific item

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Glossary of Terms at: <https://intranet.cuvahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	DG
Matrix Law Screen shot	DG
COI	DG
Workers’ Compensation Insurance	DG
Original Executed Contract (containing insurance terms) & all executed amendments	DG

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
7/1/22 – 12/31/22	HS260350	55130	UCH00000	\$305,890.00
1/1/23 – 6/30/23	HS260350	55130	UCH00000	\$611,773.00
			TOTAL	\$917,663.00

Contract History CE/AG# (if applicable)	
Infor/Lawson PO# Code (if applicable)	
Lawson RQ# (if applicable)	
CM Contract#	1602

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$2,000,000		7/1/2021 -6/30/2022	8/3/2021	R2021 - 0183
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$2,000,000.00	7/1/2022 – 6/30/2023	pending	
Total Amendments		\$			
Total Contact Amount		\$			

2 | Page

Revised 1/7/2022

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Purchasing Use Only:

Prior Resolutions:	R2021-0183
Amend:	1602
Vendor Name:	EDEN
ftp:	7/1/2021-6/30/2023
Amount:	\$2,000,000.00
EL:	OK
Purchasing Buyer’s initials and date of approval	BRM 11/21/2022

CONTRACT EVALUATION FORM

Contractor	Emerald Development and Economic Network (EDEN)				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	1602				
RQ#	n/a Alternative Procurement				
Time Period of Original Contract	7/1/21 – 6/30/22				
Background Statement	Permanent Supportive Housing provides housing for persons who are chronically homeless. Chronic homelessness is defined as experiencing homelessness one year or more or having 4 episodes in 3 years totaling at least 365 days. Persons who fall under the HUD definition of chronically homeless also have one or more disabilities, which can include mental illness, chronic health conditions, and/or substance use disorders. These individuals normally have a higher need for supportive services.				
Service Description	<ul style="list-style-type: none"> a) Units are dedicated to serving chronically homeless persons (as defined by the US Department of Housing and Urban Development and high-barrier homeless persons and b) tenant referrals are only through the Cuyahoga County Continuum of Care Coordinated Entry System 				
Performance Indicators	Utilization of units – 85% Retention of units – 90% Returns to homelessness – less than 13%				
Actual Performance versus performance indicators (include statistics):	Utilization – 89% Retention – 87% Returns – 8%				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	Meeting established benchmarks				
Department Contact	Erin Rearden				

User Department	Office of Homeless Services
Date	6/22/2022

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	
Buyspeed RQ# (if applicable):	
Infor/Lawson PO# Code (if applicable):	
CM Contract#	1604

FAMICOS AMENDMENT 1	Department	Clerk of the Board
Briefing Memo	DG	

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the amendment being submitted late?	This project is being submitted late. There were delays in receiving provider signatures on the amendment, and submission of compliant COI's . Due to the delay in submission of compliant documents there was also a delay in receiving the required law approval needed to move the process forward.	
What is being done to prevent this from reoccurring?	The timeline to complete the collection of required documentation was underestimated. The process and timeline have been documented in preparation for future projects to avoid future delays.	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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Contract Amendments Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form			DG	BRM
IG#	21-0206-REG 31DEC2025		DG	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	
Debarment/Suspension Verified	Date:	10/26/2022	DG	BRM
Auditor's Finding	Date:	10/26/2022	DG	BRM
Independent Contractor (I.C.) Requirement	Date:	8/3/22	DG	BRM
<i>Cover - Master amendments only</i>				
Contract Evaluation			DG	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			N/A	
Checklist Verification			DG	BRM

Other documentation may be required depending upon your specific item

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	DG
Matrix Law Screen shot	DG
COI	DG
Workers’ Compensation Insurance	DG
Original Executed Contract (containing insurance terms) & all executed amendments	DG

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
7/1/22-12/31/22	HS260350	55130	UCH00000	\$50,032.00
1/1/23-6/30/23	HS260350	55130	UCH00000	\$100,065.00
			TOTAL	\$150,097.00

Contract History CE/AG# (if applicable)	
Infor/Lawson PO# Code (if applicable)	
Lawson RQ# (if applicable)	
CM Contract#	1604

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$2,000,000		7/1/2021-6/30/2021	8/3/2021	R2021-0183
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$2,000,000	7/1/2022-6/30/2023	Pending	
Total Amendments		\$			
Total Contact Amount		\$			

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Purchasing Use Only:

Prior Resolutions:	R2021-0183
Amend:	1604
Vendor Name:	Famicos Foundation
ftp:	7/1/2021-6/30/2023
Amount:	\$2,000,000.00
EL:	OK
Purchasing Buyer’s initials and date of approval	BRM 11/21/2022

CONTRACT EVALUATION FORM

Contractor	Famicos				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	1604				
RQ#	n/a				
Time Period of Original Contract	7/1/21 – 6/30/22				
Background Statement	Permanent Supportive Housing provides housing for persons who are chronically homeless. Chronic homelessness is defined as experiencing homelessness one year or more or having 4 episodes in 3 years totaling at least 365 days. Persons who fall under the HUD definition of chronically homeless also have one or more disabilities, which can include mental illness, chronic health conditions, and/or substance use disorders. These individuals normally have a higher need for supportive services.				
Service Description	<ul style="list-style-type: none"> a) Units are dedicated to serving chronically homeless persons(as defined by the US Department of Housing and Urban Development and high-barrier homeless persons and b) tenant referrals are only through the Cuyahoga County Continuum of Care Coordinated Entry System 				
Performance Indicators	Utilization of units – 85% Retention of units – 90% Returns to homelessness – less than 13%				
Actual Performance versus performance indicators (include statistics):	Utilization – 73% Retention – 84% Returns – 17%				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)			X		
Justification of Rating	Organization is not meeting all benchmarks however they provide services to the chronically homeless population, which is the population most difficult to house and have reached a certain measure of success while also operating with fewer staff.				

Department Contact	Erin Rearden
User Department	Office of Homeless Services
Date	6/22/2022

Department of Purchasing – Required Documents Checklist

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Infor/Lawson RQ#:	
Buyspeed RQ# (if applicable):	
Infor/Lawson PO# Code (if applicable):	
CM Contract#	1605

Front Steps Amendment 1	Department	Clerk of the Board
Briefing Memo	DG	

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the amendment being submitted late?	This project is being submitted late. There were delays in receiving provider signatures on the amendment, and submission of compliant COI's . Due to the delay in submission of compliant documents there was also a delay in receiving the required law approval needed to move the process forward.	
What is being done to prevent this from reoccurring?	The timeline to complete the collection of required documentation was underestimated. The process and timeline have been documented in preparation for future projects to avoid future delays	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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Contract Amendments Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form			DG	BRM
IG#	21-0158-REG		DG	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	
Debarment/Suspension Verified	Date:	10/26/2022	DG	BRM
Auditor's Finding	Date:	10/26/2022	DG	BRM
Independent Contractor (I.C.) Requirement	Date:	7/29/22	DG	
Cover - <i>Master amendments only</i>				
Contract Evaluation			DG	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			N/A	
Checklist Verification			DG	BRM

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Department of Purchasing – Required Documents Checklist

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Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	DG
Matrix Law Screen shot	DG
COI	DG
Workers' Compensation Insurance	DG
Original Executed Contract (containing insurance terms) & all executed amendments	DG

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
7/1/23-12-31-22	HS260350	55130	UCH00000	\$ 167,269.00
1/1/23-6/30/23	HS260350	55130	UCH00000	\$167,269.00
			TOTAL	\$334,538.00

Contract History CE/AG# (if applicable)	
Infor/Lawson PO# Code (if applicable)	
Lawson RQ# (if applicable)	
CM Contract#	1605

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$2,000,000		7/1/2021-6/30/2022	8/3/2021	R2021-0183
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$2,000,000	7/1/2022-6/30/2023	Pending	
Total Amendments		\$			
Total Contact Amount		\$			

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Purchasing Use Only:

Prior Resolutions:	R2021-0183
Amend:	1606
Vendor Name:	Front Steps
ftp:	7/1/2021-6/30/2023
Amount:	\$2,000,000.00
EL:	ok
Purchasing Buyer’s initials and date of approval	BRM 11/21/2022

CONTRACT EVALUATION FORM

Contractor	Front Steps				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	1605				
RQ#	n/a				
Time Period of Original Contract	7/1/21 – 6/30/22				
Background Statement	Permanent Supportive Housing provides housing for persons who are chronically homeless. Chronic homelessness is defined as experiencing homelessness one year or more or having 4 episodes in 3 years totaling at least 365 days. Persons who fall under the HUD definition of chronically homeless also have one or more disabilities, which can include mental illness, chronic health conditions, and/or substance use disorders. These individuals normally have a higher need for supportive services.				
Service Description	<ul style="list-style-type: none"> a) Units are dedicated to serving chronically homeless persons(as defined by the US Department of Housing and Urban Development and high-barrier homeless persons and b) tenant referrals are only through the Cuyahoga County Continuum of Care Coordinated Entry System 				
Performance Indicators	Utilization of units – 85% Retention of units – 90% Returns to homelessness – less than 13%				
Actual Performance versus performance indicators (include statistics):	Utilization - 96% Retention – 94% Returns – 0%				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	Meeting and exceeding established benchmarks				
Department Contact	Erin Rearden				

User Department	Office of Homeless Services
Date	6/22/2022

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	
Buyspeed RQ# (if applicable):	
Infor/Lawson PO# Code (if applicable):	
CM Contract#	1617

Mental Health Services Amendment 1	Department	Clerk of the Board
Briefing Memo	DG	

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the amendment being submitted late?	This project is being submitted late. There were delays in receiving provider signatures on the amendment, and submission of compliant COI's . Due to the delay in submission of compliant documents there was also a delay in receiving the required law approval needed to move the process forward.	
What is being done to prevent this from reoccurring?	The timeline to complete the collection of required documentation was underestimated. The process and timeline have been documented in preparation for future projects to avoid future delays.	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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Contract Amendments Reviewed by Purchasing					
				Department initials	Purchasing
Justification Form				DG	BRM
IG#	12-1897-REG 31DEC2023			DG	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:			N/A	
Debarment/Suspension Verified	Date:	10/26/2022		DG	BRM
Auditor's Finding	Date:	10/26/2022		DG	BRM
Independent Contractor (I.C.) Requirement	Date:	8/1/22		DG	BRM
Cover - <i>Master amendments only</i>					
Contract Evaluation				DG	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.				N/A	
Checklist Verification				DG	BRM

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

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Revised 1/7/2022

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	DG
Matrix Law Screen shot	DG
COI	DG
Workers’ Compensation Insurance	DG
Original Executed Contract (containing insurance terms) & all executed amendments	DG

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
7/1/22-12/31/22	HS260350	55130	UCH00000	\$53,335.00
1/1/23-6/30/23	HS260350	55130	UCH00000	\$106,670.00
			TOTAL	\$160,005.00

Contract History CE/AG# (if applicable)	
Infor/Lawson PO# Code (if applicable)	
Lawson RQ# (if applicable)	
CM Contract#	1617

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$2,000,000		7/1/2021-6/30/2022	8/3/2021	R2021-0183
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$2,000,000	7/1/2022-6/30/2023	Pending	
Total Amendments		\$			
Total Contact Amount		\$			

Purchasing Use Only:

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Revised 1/7/2022

Department of Purchasing – Required Documents Checklist

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Prior Resolutions:	R2021-0183
Amend:	1617
Vendor Name:	Mental Hlth Serv.
ftp:	7/1/2021-6/30/2023
Amount:	\$2,000,000.00
EL:	OK
Purchasing Buyer’s initials and date of approval	BRM 11/21/2022

CONTRACT EVALUATION FORM

Contractor	Mental Health Services dba Frontline				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	1617				
RQ#	n/a				
Time Period of Original Contract	7/1/21 – 6/30/22				
Background Statement	Permanent Supportive Housing provides housing for persons who are chronically homeless. Chronic homelessness is defined as experiencing homelessness one year or more or having 4 episodes in 3 years totaling at least 365 days. Persons who fall under the HUD definition of chronically homeless also have one or more disabilities, which can include mental illness, chronic health conditions, and/or substance use disorders. These individuals normally have a higher need for supportive services.				
Service Description	<ul style="list-style-type: none"> a) Units are dedicated to serving chronically homeless persons(as defined by the US Department of Housing and Urban Development and high-barrier homeless persons and b) tenant referrals are only through the Cuyahoga County Continuum of Care Coordinated Entry System 				
Performance Indicators	Utilization of units – 85% Retention of units – 90% Returns to homelessness – less than 13%				
Actual Performance versus performance indicators (include statistics):	Utilization – 92% Retention – 79% Returns to homelessness – 6%				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		x			
Justification of Rating	Meets established benchmarks				
Department Contact	Erin Rearden				

User Department	Office of Homeless Services
Date	6/22/2022

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	
Buyspeed RQ# (if applicable):	
Infor/Lawson PO# Code (if applicable):	
CM Contract#	1606

Opportunity House – Humility of Mary AMND1	Department	Clerk of the Board
Briefing Memo	DG	

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the amendment being submitted late?	This project is being submitted late. There were delays in receiving provider signatures on the amendment, and submission of compliant COI's . Due to the delay in submission of compliant documents there was also a delay in receiving the required law approval needed to move the process forward.	
What is being done to prevent this from reoccurring?	The timeline to complete the collection of required documentation was underestimated. The process and timeline have been documented in preparation for future projects to avoid future delays.	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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Contract Amendments Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form			DG	BRM
IG#	21-0217-REG		DG	
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	
Debarment/Suspension Verified	Date:	10/26/2022	DG	BRM
Auditor's Finding	Date:	10/26/2022	DG	BRM
Independent Contractor (I.C.) Requirement	Date:	7/28/22	DG	BRM
Cover - <i>Master amendments only</i>				
Contract Evaluation			DG	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			N/A	
Checklist Verification			DG	BRM

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Department of Purchasing – Required Documents Checklist

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Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	DG
Matrix Law Screen shot	DG
COI	DG
Workers’ Compensation Insurance	DG
Original Executed Contract (containing insurance terms) & all executed amendments	DG

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
7/1/22-12/31/22	HS260350	55130	UCH00000	\$36,930.00
1/1/23-6/30/23	HS260350	55130	UCH00000	\$ 73,866.00
			TOTAL	\$110,796.00

Contract History CE/AG# (if applicable)	
Infor/Lawson PO# Code (if applicable)	RFP
Lawson RQ# (if applicable)	
CM Contract#	1606

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$2,000,000		7/1/2021 -6/30/2022	8/3/2021	R2021 - 0183
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$2,000,000.00	7/1/2022 – 6/30/2023	pending	
Total Amendments		\$			
Total Contact Amount		\$			

Purchasing Use Only:

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Prior Resolutions:	R2021-0183
Amend:	1606
Vendor Name:	Humility of Mary Housing, Inc.
ftp:	7/1/2021-6/30/2022
Amount:	\$2,000,000.00
EL:	OK
Purchasing Buyer’s initials and date of approval	BRM 11/21/2022

CONTRACT EVALUATION FORM

Contractor	Humility of Mary				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	1606				
RQ#	n/a				
Time Period of Original Contract	7/1/21 – 6/30/22				
Background Statement	Permanent Supportive Housing provides housing for persons who are chronically homeless. Chronic homelessness is defined as experiencing homelessness one year or more or having 4 episodes in 3 years totaling at least 365 days. Persons who fall under the HUD definition of chronically homeless also have one or more disabilities, which can include mental illness, chronic health conditions, and/or substance use disorders. These individuals normally have a higher need for supportive services.				
Service Description	<ul style="list-style-type: none"> a) Units are dedicated to serving chronically homeless persons(as defined by the US Department of Housing and Urban Development and high-barrier homeless persons and b) tenant referrals are only through the Cuyahoga County Continuum of Care Coordinated Entry System 				
Performance Indicators	Utilization of units – 85% Retention of units – 90% Returns to homelessness – less than 13%				
Actual Performance versus performance indicators (include statistics):	Utilization – 100% Retention – 65% Returns to homelessness – 0%				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	Meets established benchmarks				
Department Contact	Erin Rearden				

User Department	Office of Homeless Services
Date	6/22/2022

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	
Buyspeed RQ# (if applicable):	
Infor/Lawson PO# Code (if applicable):	
CM Contract#	1613

YWCA Cogswell AMND 1	Department	Clerk of the Board
Briefing Memo	DG	

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the amendment being submitted late?	This project is being submitted late. There were delays in receiving provider signatures on the amendment, and submission of compliant COI's . Due to the delay in submission of compliant documents there was also a delay in receiving the required law approval needed to move the process forward.	
What is being done to prevent this from reoccurring?	The timeline to complete the collection of required documentation was underestimated. The process and timeline have been documented in preparation for future projects to avoid future delays.	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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Contract Amendments Reviewed by Purchasing				
			Department initials	Purchasing
Justification Form			DG	BRM
IG#	12-3784-REG 31DEC2022		DG	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	
Debarment/Suspension Verified	Date:	10/26/2022	DG	BRM
Auditor's Finding	Date:	10/26/2022	DG	BRM
Independent Contractor (I.C.) Requirement	Date:	7/27/2022	DG	BRM
Cover - Master amendments only				
Contract Evaluation			DG	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			N/A	
Checklist Verification			DG	BRM

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

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Revised 1/7/2022

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	DG
Matrix Law Screen shot	DG
COI	DG
Workers' Compensation Insurance	DG
Original Executed Contract (containing insurance terms) & all executed amendments	DG

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
7/1/2022-12/31/2022	HS260350	55130	UCH00000	\$ 61,775.00
1/1/23/6/30/2023	HS260350	55130	UCH00000	\$ 123,550.00
			TOTAL	\$ 185,325.00

Contract History CE/AG# (if applicable)	
Infor/Lawson PO# Code (if applicable)	
Lawson RQ# (if applicable)	
CM Contract#	1613

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$2,000,000		7/1/2021 -6/30/2022	8/3/2021	R2021 - 0183
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$2,000,000.00	7/1/2022 – 6/30/2023	pending	
Total Amendments		\$			
Total Contact Amount		\$			

Purchasing Use Only:

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Prior Resolutions:	R2021-0183
Amend:	1613
Vendor Name:	YWCA of Cleveland
ftp:	7/1/2021-6/30/2022
Amount:	\$2,000,000.00
EL:	ok
Purchasing Buyer’s initials and date of approval	BRM 11/21/2022

CONTRACT EVALUATION FORM

Contractor	YWCA - Independence				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	1614				
RQ#	n/a				
Time Period of Original Contract	7/1/21 – 6/30/22				
Background Statement	Permanent Supportive Housing provides housing for persons who are chronically homeless. Chronic homelessness is defined as experiencing homelessness one year or more or having 4 episodes in 3 years totaling at least 365 days. Persons who fall under the HUD definition of chronically homeless also have one or more disabilities, which can include mental illness, chronic health conditions, and/or substance use disorders. These individuals normally have a higher need for supportive services.				
Service Description	<ul style="list-style-type: none"> a) Units are dedicated to serving chronically homeless persons(as defined by the US Department of Housing and Urban Development and high-barrier homeless persons and b) tenant referrals are only through the Cuyahoga County Continuum of Care Coordinated Entry System 				
Performance Indicators	Utilization of units – 85% Retention of units – 90% Returns to homelessness – less than 13%				
Actual Performance versus performance indicators (include statistics):	Utilization -98% Retention – 82% Returns to homelessness – 11%				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	Meets established benchmarks				
Department Contact	Erin Rearden				

User Department	Office of Homeless Services
Date	6/22/2022

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0017

Sponsored by: County Executive Ronayne/Department of Health and Human Services/Division of Community Initiatives/Office of Homeless Services	A Resolution authorizing a master contract with various providers in the total amount not-to-exceed \$994,088.00 for Rapid Re-housing services for Homeless Families and Shelters in connection with the FY2021 Continuum of Care Homeless Assistance Grant Program for the period 6/1/2022 – 5/31/2023; authorizing the County Executive to execute the master contract and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.
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WHEREAS, the County Executive/Department of Health and Human Services/Division of Community Initiatives/Office of Homeless Services recommends contracts with various providers in the total amount not-to-exceed \$994,088.00 for Rapid Re-housing services for Homeless Families and Shelters in connection with the FY2021 Continuum of Care Homeless Assistance Grant Program for the period 6/1/2022 – 5/31/2023 as follows:

- a) Contract No. 2806 with Family Promise of Greater Cleveland in the amount not-to-exceed \$155,643.00;
- b) Contract No. 2903 with Journey Center for Safety and Healing in the amount not-to-exceed \$303,130.00;
- c) Contract No. 2811 with The Salvation Army in the amount not-to-exceed \$374,731.00;
- d) Contract No. 2812 with West Side Catholic Center in the amount not-to-exceed \$160,584.00;

WHEREAS, the primary goals of this project are (1) provide safe, decent shelter for families in crisis, (2) link families with permanent housing and ongoing community support to assure housing stability; and

WHEREAS, this project is funded by 49.7% U.S. Department of Housing and Urban Development-Continuum of Care Rapid Re-housing Grant Fund and 50.3% Health and Human Services Levy funds; and

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby recommends contracts with various providers in the total amount not-to-exceed \$994,088.00 for Rapid Re-housing services for Homeless Families and Shelters in connection with the FY2021 Continuum of Care Homeless Assistance Grant Program for the period 6/1/2022 – 5/31/2023 as follows:

- a) Contract No. 2806 with Family Promise of Greater Cleveland in the amount not-to-exceed \$155,643.00;
- b) Contract No. 2903 with Journey Center for Safety and Healing in the amount not-to-exceed \$303,130.00;
- c) Contract No. 2811 with The Salvation Army in the amount not-to-exceed \$374,731.00;
- d) Contract No. 2812 with West Side Catholic Center in the amount not-to-exceed \$160,584.00;

SECTION 2. That the County Executive is authorized to execute the master contract and all other documents consistent with this Resolution. To the extent that any exemptions are necessary under the County Code and contracting procedures, they shall be deemed approved by the adoption of this Resolution.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the 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.

OnBase Item Detail Briefing Memo - Form

**OFFICE OF HOMELESS SERVICES – 2022 MASTER CONTRACT WITH VARIOUS PROVIDERS –
HOMELESS CONTINUUM OF CARE SHELTER AND RAPID REHOUSING FOR FAMILIES**

A. Scope of Work Summary

1. Office of Homeless Services requesting approval of a contract with various US Department of Housing & Urban Development-approved providers for Shelter and Rapid Rehousing for Families for the anticipated cost of \$994,088.00.

This service is not new to the county, although it was previously awarded as individual contracts:

Family Promise

Original	BC2018-370
Amend 1	BC2018-819
Amend 2	BC2019-481
Amend 3	BC2020-442
Amend 4	R2021-0226 10/12/21

Journey Center

Original	BC2018-370
Amend 1	BC2018-791
Amend 2	BC2019-449
Amend 3	BC2020-412
Amend 4	R2021-0226 10/12/21

Salvation Army

Original	BC2018-370
Amend 1	BC2018-791
Amend 2	BC2019-469
Amend 3	BC2020-426
Amend 4	R2021-0226 10/12/21

West Side Catholic

Original	BC2018-370
Amend 1	BC2018-791
Amend 2	BC2019-423
Amend 3	BC2020-426
Amend 4	R2021-0226 10/12/21

Family Promise offers emergency shelter for families with a focus on youth parenting families, services to link families with rapid rehousing, employment, and other needed resources for self-sufficiency.

Journey Center offers emergency shelter with Rapid Rehousing assistance for survivors of domestic violence, and other related services.

Salvation Army provides emergency shelter with rapid rehousing assistance for homeless families, linkages to employment and housing resources, counseling as requested for trauma, behavioral health concerns, and children's services.

West Side Catholic Center (WSCC) provides emergency shelter and rapid rehousing assistance to single women and families who are homeless due to domestic violence, chemical dependency, economic hardship, or mental health issues.

The anticipated start-completion dates are 6/1/2022 – 5/31/2023, with an additional option year available.

2. The primary goals of the project are:

- a) provide safe, decent shelter for families facing homelessness and/or domestic violence;
- b) move families from homelessness into permanent housing as quickly as possible using Rapid Rehousing assistance;
- c) link families with ongoing community supports to ensure housing stability.

3. N/A

4. N/A

B. Procurement

1. This contract will be awarded using a Subgrant Agreement RFP exemption.

The four providers were identified as subgrantees through a competitive process completed in November 2021. The Office of Homeless Services, as the lead agency for the Cuyahoga County Continuum of Care, submitted an application to the FY2021 US Department of Housing and Urban Development Continuum of Care Program Competition. OHS is required by HUD to solicit applications for all CoC services and evaluate all proposals competitively through a Review and Ranking Committee. The final review and ranking must be approved by the OHS Advisory Board, the governing body of the Homeless Continuum of Care. A total of four agencies submitted proposals for shelter and rapid rehousing services and all four were recommended for funding.

C. Contractor and Project Information

1. The address(es) of all vendors and/or contractors are:

- Family Promise of Greater Cleveland
3470 E. 152nd St. Cleveland, Ohio 44120

- Journey Center
P.O. Box 5466 Cleveland, Ohio 44101

- Salvation Army
1710 Prospect Ave. Cleveland, Ohio 44114

- West Side Catholic
3135 Lorain Avenue Cleveland, Ohio 44113

2. The executive directors for the contract are:

- Family Promise – Jacqueline Salter, (216) 476-4061
- Journey Center for Safety and Healing – Melissa Graves, (216) 229-2420
- Salvation Army – Beau Hill, (216) 619-4676
- West Side Catholic Center – Michael Bernot, (216) 631-4741

3. a-b The addresses or locations of the projects are:

- Family Promise
3470 E. 152nd St. Cleveland, Ohio 44120
District 9
- Journey Center
Confidential location
- Salvation Army
1710 Prospect Ave. Cleveland, Ohio 44114
District 9
- West Side Catholic
3135 Lorain Avenue Cleveland, Ohio 44113
District 9

D. Project Status and Planning

1. The projects operate 365 days/year.

2. N/A

3. N/A

4. This project is being submitted late:

8/25/22 – Received executed grant from HUD and requested amendment from HUD to change line item dollar amounts

8/26/22 – Submitted request for activity code to OBM

9/13/22 – Received activity code from OBM

9/15/22 – Requested documents from providers

9/16/22 – Submitted Matrix request

10/13/22 – Received draft contract from legal, requested modifications

10/26/22 – Received modified contract from legal

10/27/22 – Contract sent to providers for signature

11/3/22 – Contract, insurance and workers comp certs uploaded to legal for review
 11/10/22 – Legal requested updated insurance form, submitted to Matrix
 11/14/22 – Received final updated grant agreement from HUD
 11/28/22 – Legal approval and released in Infor

E. Funding

1. The project is funded by

- 49.7% HUD CoC Rapid Rehousing Grant
- 50.3% HHS Levy

Funding source amounts as well as provider awards are as follows:

Provider	HUD CoC Rapid Rehousing	HHS Levy	Total
Family Promise	\$55,643	\$100,000	\$155,643
Journey Center	\$203,130	\$100,000	\$303,130
Salvation Army	\$174,731	\$200,000	\$374,731
West Side Catholic	\$60,584	\$100,000	\$160,584
	\$494,088	\$500,000	\$994,088

2. The schedule of payments is monthly.

3. N/A

F. Items/Services Received and Invoiced but not Paid:

N/A

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	N/A - Exemption
Infor/Lawson PO # Code (if applicable):	EXMT
CM Contract#	2806

	Department initials	Clerk of the Board
Briefing Memo	ER	<input type="checkbox"/>

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the contract being submitted late?	HUD sent award letter late, unable to get item on fiscal agenda until after council break	
What is being done to prevent this from reoccurring?	OHS does not have control over HUD award timing	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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OTHER THAN FULL AND OPEN COMPETITION				
RFP Exemptions (Contract)				
Reviewed by Purchasing				
Family Promise			Department initials	Purchasing
Justification Form			ER	BRM
IG#	21-0008 12/31/2025		ER	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	
Debarment/Suspension Verified	Date:	10/19/22	ER	BRM
Auditor’s Finding	Date:	10/19/22	ER	BRM
Vendor’s Submission			ER	
Independent Contractor (I.C.) Requirement	Date:	3/10/22	ER	BRM
Cover - <i>Master contracts only</i>			ER	BRM
Contract Evaluation – <i>if required</i>			ER	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			N/A	
Checklist Verification			ER	BRM

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

OTHER THAN FULL AND OPEN COMPETITION	
RFP Exemptions (Contract)	
Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	ER
Matrix Law Screen shot	ER
COI	ER
Workers’ Compensation Insurance	ER

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
6/1/22 – 12/31/22	HS220110	55130	HS-22-RAPIDRH	\$55,643.00
1/1/23 – 5/31/23	HS220110	55130	HS-22-RAPIDRH	\$0.00
6/1/22 – 12/31/22	HS260350	55130	UCH00000	\$41,667.00
1/1/23 – 5/31/23	HS260350	55130	UCH00000	\$58,333.00
			TOTAL	\$155,643

Contract History CE/AG# (if applicable)	
Infor/Lawson PO# and PO Code (if applicable)	EXMT
Lawson RQ# (if applicable)	N/A
CM Contract#	2806

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$ 155,643		6/1/22 – 5/31/23	pending	
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$			
Total Amendments		\$			
Total Contact Amount		\$155,643			

Purchasing Use Only:

Prior Resolutions:	N/A
CM#:	2806,2903,2811,2812
Vendor Name:	Family Promise
ftp:	6/1/2022-5/31/2023
Amount:	\$155,643.00
EL:	OK

Purchasing Buyer approval: BRM 11/30/2022

CONTRACT EVALUATION FORM

Contractor	Family Promise of Greater Cleveland				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	CM 663				
RQ#	42675				
Time Period of Original Contract	6/01/2018 – 5/31/2019				
Background Statement	Family Promise of Greater Cleveland provides temporary housing and rapid rehousing services for families.				
Service Description	Family Promise serves 21 families at a point in time. Services are focused on rapid exit to stable housing.				
Performance Indicators	Number of persons served; exits to permanent housing; and reduction in shelter length of stay.				
Actual Performance versus performance indicators (include statistics):	Family Promise served 184 persons and 62 families in CY2021. 93% of persons who left shelter exited to permanent housing. The average length of stay for CY2021 decreased by 20 days from CY2020.				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	Family Promise is a key partner in the CoC strategy to end family homelessness by focusing on rapid exit. FP serves youth-headed households. This age cohort has significant challenges to housing stability.				
Department Contact	Melissa Sirak (216) 443-3078				
User Department	Office of Homeless Services				
Date	10/19/22				

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	N/A - Exemption
Infor/Lawson PO # Code (if applicable):	EXMT
CM Contract#	2903

	Department initials	Clerk of the Board
Briefing Memo	ER	<input type="checkbox"/>

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the contract being submitted late?	HUD sent award letter late, unable to get item on fiscal agenda until after council break	
What is being done to prevent this from reoccurring?	OHS does not have control over HUD award timing	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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OTHER THAN FULL AND OPEN COMPETITION			
RFP Exemptions (Contract)			
Reviewed by Purchasing			
Journey Center		Department initials	Purchasing
Justification Form		ER	BRM
IG#	12-1131 exp 12/31/23	ER	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:	N/A	N/A
Debarment/Suspension Verified	Date: 10/19/22	ER	BRM
Auditor’s Finding	Date: 10/19/22	ER	BRM
Vendor’s Submission		ER	BRM
Independent Contractor (I.C.) Requirement	Date: 8/23/22	ER	BRM
Cover - <i>Master contracts only</i>		ER	BRM
Contract Evaluation – <i>if required</i>		ER	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.		N/A	N/A
Checklist Verification		ER	BRM

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

OTHER THAN FULL AND OPEN COMPETITION	
RFP Exemptions (Contract)	
Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	ER
Matrix Law Screen shot	ER
COI	ER
Workers’ Compensation Insurance	ER

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
6/1/22 – 12/31/22	HS220110	55130	HS-22-RAPIDRH	\$203,130.00
1/1/23 – 5/31/23	HS220110	55130	HS-22-RAPIDRH	\$0.00
6/1/22 – 12/31/22	HS260350	55130	UCH00000	\$50,000.00
1/1/23 – 5/31/23	HS260350	55130	UCH00000	\$50,000.00
			TOTAL	\$303,130.00

Contract History CE/AG# (if applicable)	N/A
Infor/Lawson PO# and PO Code (if applicable)	EXMT
Lawson RQ# (if applicable)	N/A
CM Contract#	2903

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$ 303,130.00		6/1/22 – 5/31/23	pending	
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$			
Total Amendments		\$			
Total Contact Amount		\$ 303,130.00			

Purchasing Use Only:

Prior Resolutions:	N/A
CM#:	2806,2903,2811,2812
Vendor Name:	Journey Center
ftp:	6/1/2022-5/31/2023
Amount:	\$303,130.00
EL:	OK

Purchasing Buyer approval: **BRM 11/30/2022**

CONTRACT EVALUATION FORM

Contractor	Journey Center for Safety and Healing				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	CM 954				
RQ#	42675				
Time Period of Original Contract	6/01/18 – 5/31/19				
Background Statement	Journey Center is the only DV shelter in Cuyahoga County.				
Service Description	Journey Center provides emergency shelter and rapid rehousing for survivors of domestic violence. Clients are linked with legal and court resources, behavioral health supports, income and housing access, and safety planning.				
Performance Indicators	Number of people assisted within the shelter; exits to permanent housing.				
Actual Performance versus performance indicators (include statistics):	Journey Center served 260, including 103 children, in CY2021. 60% of those who left shelter exited to permanent housing. The average length of stay for CY2021 increased by one day from CY2020.				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	Intimate partner violence continues to be a major cause of housing stability for many families. Over 60% of all families in shelter report experiencing DV in the 6 months prior to entering shelter.				
Department Contact	Melissa Sirak				
User Department	Office of Homeless Services				
Date	10/28/22				

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	N/A - Exemption
Infor/Lawson PO # Code (if applicable):	EXMT
CM Contract#	2811

	Department initials	Clerk of the Board
Briefing Memo	ER	<input type="checkbox"/>

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the contract being submitted late?	HUD sent award letter late, unable to get item on fiscal agenda until after council break	
What is being done to prevent this from reoccurring?	OHS does not have control over HUD award timing	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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OTHER THAN FULL AND OPEN COMPETITION				
RFP Exemptions (Contract)				
Reviewed by Purchasing				
Salvation Army			Department initials	Purchasing
Justification Form			ER	BRM
IG#	12-2752 exp 12/31/23		ER	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:		N/A	
Debarment/Suspension Verified	Date:	10/19/22	ER	BRM
Auditor’s Finding	Date:	10/19/22	ER	BRM
Vendor’s Submission			ER	BRM
Independent Contractor (I.C.) Requirement	Date:	11.16.22	ER	BRM
Cover - <i>Master contracts only</i>			ER	BRM
Contract Evaluation – <i>if required</i>			ER	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.			N/A	
Checklist Verification			N/A	BRM

Other documentation may be required depending upon your specific item
 Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

OTHER THAN FULL AND OPEN COMPETITION	
RFP Exemptions (Contract)	
Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	ER
Matrix Law Screen shot	ER
COI	ER
Workers’ Compensation Insurance	ER

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
6/1/22 – 12/31/22	HS220110	55130	HS-22-RAPIDRH	\$174,731.00
1/1/23 – 5/31/23	HS220110	55130	HS-22-RAPIDRH	\$0.00
6/1/22 – 12/31/22	HS260350	55130	UCH00000	\$100,000.00
1/1/23 – 5/31/23	HS260350	55130	UCH00000	\$100,000.00
			TOTAL	\$374,731.00

Contract History CE/AG# (if applicable)	N/A
Infor/Lawson PO# and PO Code (if applicable)	EXMT
Lawson RQ# (if applicable)	N/A
CM Contract#	2811

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$ 374,731.00		6/1/22 – 5/31/23	pending	
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$			
Total Amendments		\$			
Total Contact Amount		\$374,731.00			

Purchasing Use Only:

Prior Resolutions:	N/A
CM#:	2811
Vendor Name:	Salvation Army
ftp:	6/1/2022-5/31/2023
Amount:	\$374,731.00
EL:	ok

Purchasing Buyer approval: **BRM 11/30/2022**

CONTRACT EVALUATION FORM

Contractor	Salvation Army				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	CM668				
RQ#	42675				
Time Period of Original Contract	6/1/18 – 5/31/19				
Background Statement	Salvation Army manages the Zelma George Family Shelter.				
Service Description	The Salvation Army Zelma George shelter serves 36 families a night. Staff assist families to move into permanent housing and to connect with needed community supports.				
Performance Indicators	Number of persons served; exits to permanent housing; and reduction in shelter length of stay.				
Actual Performance versus performance indicators (include statistics):	Salvation Army served 483 persons and 138 families in CY2020. 61% of persons who left shelter exited to permanent housing. The average length of stay for CY2021 increased by about 16 days from CY2022.				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	Salvation Army is a key partner in the CoC strategy to end family homelessness by focusing on rapid exit.				
Department Contact	Melissa Sirak				
User Department	Office of Homeless Services				
Date	10/28/22				

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	N/A - Exemption
Infor/Lawson PO # Code (if applicable):	EXMT
CM Contract#	2812

	Department initials	Clerk of the Board
Briefing Memo	ER	<input type="checkbox"/>

Late Submittal Required:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Why is the contract being submitted late?	HUD sent award letter late, unable to get item on fiscal agenda until after council break	
What is being done to prevent this from reoccurring?	OHS does not have control over HUD award timing	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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OTHER THAN FULL AND OPEN COMPETITION			
RFP Exemptions (Contract)			
Reviewed by Purchasing			
West Side Catholic		Department initials	Purchasing
Justification Form		ER	BRM
IG#	12-2979 12/31/2023	ER	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:	N/A	
Debarment/Suspension Verified	Date: 10/19/22	ER	BRM
Auditor’s Finding	Date: 10/19/22	ER	BRM
Vendor’s Submission		ER	BRM
Independent Contractor (I.C.) Requirement	Date: 2/11/22	ER	BRM
Cover - <i>Master contracts only</i>		ER	BRM
Contract Evaluation – <i>if required</i>		ER	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.		N/A	
Checklist Verification		ER	BRM

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

OTHER THAN FULL AND OPEN COMPETITION	
RFP Exemptions (Contract)	
Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	ER
Matrix Law Screen shot	ER
COI	ER
Workers’ Compensation Insurance	ER

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
6/1/22 – 12/31/22	HS220110	55130	HS-22-RAPIDRH	\$60,584.00
1/1/23 – 5/31/23	HS220110	55130	HS-22-RAPIDRH	\$0.00
6/1/22 – 12/31/22	HS260350	55130	UCH00000	\$41,667.00
1/1/23 – 5/31/23	HS260350	55130	UCH00000	\$58,333.00
			TOTAL	\$160,584.00

Contract History CE/AG# (if applicable)	N/A
Infor/Lawson PO# and PO Code (if applicable)	EXMT
Lawson RQ# (if applicable)	N/A
CM Contract#	2812

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$ 160,584.00		6/1/22 – 5/31/23	pending	
Prior Amendment Amounts (list separately)		\$			
		\$			
		\$			
Pending Amendment		\$			
Total Amendments		\$			
Total Contact Amount		\$160,584.00			

Purchasing Use Only:

Prior Resolutions:	N/A
CM#:	2806,2903,2811,2812
Vendor Name:	West Side Catholic
ftp:	6/1/2022-5/31/2023
Amount:	\$160,584.00
EL:	OK

Purchasing Buyer approval: **BRM 11/30/2022**

CONTRACT EVALUATION FORM

Contractor	West Side Catholic Center				
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	CM 727				
RQ#	42675				
Time Period of Original Contract	6/01/2018 – 5/31/2019				
Background Statement	West Side Catholic Center (WSCC) operates a 12 unit, 45 bed emergency shelter for families and female veterans.				
Service Description	WSCC provides 24/7 shelter and services to families experiencing housing instability. Case management is focused on helping families access housing quickly through the rapid rehousing program.				
Performance Indicators	Number of persons served; exits to permanent housing; and reduction in shelter length of stay.				
Actual Performance versus performance indicators (include statistics):	WSCC served 132 persons and 50 families in CY2020. 76% of persons who left shelter exited to permanent housing. About 16% of those who did not exit to permanent housing exited to families or friends on a temporary basis. The average length of stay for CY2021 increased by about 3 days from CY2020.				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	West Side Catholic Center is a key partner in the CoC strategy to end family homelessness by focusing on rapid exit.				
Department Contact	Melissa Sirak				
User Department	Office of Homeless Services				
Date	10/28/22				

County Council of Cuyahoga County, Ohio

Resolution No. R2023-0018

<p>Sponsored by: County Executive Ronayne/Department of Health and Human Services/ Division of Children and Family Services</p>	<p>A Resolution authorizing an amendment to a Master Contract with various providers for short-term emergency childcare for children in the County’s custody for the period 9/1/2022 – 7/31/2024, to change the scope of services and terms effective upon signature of all parties; no additional funds required; authorizing the County Executive to execute the amendment and all other documents consistent this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the County Executive/Department of Health and Human Services/Division of Children and Family Services recommends an amendment to a Master Contract with various providers for short-term emergency childcare for children in the County’s custody for the period 9/1/2022 – 7/31/2024, to change the scope of services and terms effective upon signature of all parties as follows:

- a) Contract No. 2714 with Specialized Alternatives for Families and Youth Services of Ohio, Inc. - no change.
- b) Contract No. 2716 with The Centers for Families and Children to change the scope of services and terms; no additional funds required.
- c) Contract No. 2717 with Providence House, Inc. - no change.
- d) Contract No. 2718 with Ohio Mentor. - no change.

WHEREAS, the primary goal of this amendment is to maximize physical and psychological safety for children and youth placed in emergency care and to minimize trauma experienced by children and youth placed in emergency care; and

WHEREAS, this project is funded 45% General Fund – American Rescue Plan Act (ARPA) Revenue Replacement/Provision of Government Services and 55% Health and Human Services Levy

WHEREAS, it is necessary that this Resolution become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. That the Cuyahoga County Council hereby authorizes an amendment to a Master Contract with various providers for short-term emergency childcare for children in the County’s custody for the period 9/1/2022 – 7/31/2024, to change the scope of services and terms effective upon signature of all parties as follows:

- a) Contract No. 2714 with Specialized Alternatives for Families and Youth Services of Ohio, Inc. - no change.
- b) Contract No. 2716 with The Centers for Families and Children to change the scope of services and terms; no additional funds required.
- c) Contract No. 2717 with Providence House, Inc. - no change.
- d) Contract No. 2718 with Ohio Mentor. - no change.

SECTION 2. That the County Executive is authorized to execute the amendment to the master contract and all documents consistent with this Resolution. To the extent that any exemptions are necessary under the County Code and contracting procedures, they shall be deemed approved by the adoption of this Resolution.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County; and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the 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.



JUSTIFICATION FOR USE OF NON-COMPETITIVE PROCESS

The County requires submitting departments to provide a business case which includes specific details supporting the Contract/Purchase being made.

As a consequence, departments need to provide detailed information justifying any purchases to be made non-competitively. The County has developed a justification packet for completion. If submitting a request for a non-competitive purchase, the department must complete this form, and attach it (along with supporting documentation) in the Procurement software system.

A review of the Contract/Purchase request will not be completed without a signed completed Justification packet uploaded as an attachment when submitting the contract/purchase request in the Procurement software system. It is critically important, and incumbent upon the department to fully and accurately complete the form in order to avoid any lengthy and unnecessary delays in processing the contract/purchase request.

Requestor	Marcos Cortes
Requestor Phone Number	216-698-2586
Date	9/14/2022
Requisition Number	9436

OPERATING DEPARTMENT & ACTIVITY: (Choose 1)

The **Division of Children and Family Services** plans to amend Contract No. 2716 with **The Centers for Families and Children** for the time period of 9/1/2022 to 7/31/2024 for **Short-term Emergency Child Care** in the amount of to change the scope of work and allow a \$666,666.67 advance. No additional funds will be added.

RQ# 9436

Check the appropriate box:

- Governmental Purchase - County Code 501.12 (B)(8)**
- State Contract Purchase – County Code 501.12(B)(19)**
- Lower than State Contract Purchase**
- Government Cooperative Purchasing - County Code 501.12(B)(18)**
 - Federal Contracts
 - Joint Purchasing Programs (includes GSA)

X Contract Amendment

Contract # 2716 RQ# 9436

- RFP Exemption – County Code 501.12(D)**
- Community Rehabilitation Program (CRP) - O.R.C. 125.60 - O.R.C. 125.607**
- Ohio Industries for the Handicapped (OIH) - County Code 501.12(B)(13)**
- Public Utility (911 System) - O.R.C. 128.03 (F)**
- Exemption from Aggregation of Contracts -County Code 501.05(C)**
- Alternative Procurement Process – County Code 501.12(B)(15)**
- Federal, State, or Other Grant Application Program (County Code 501.12(B)(16)**

1. Description of Supplies or Services, amount of purchase; if a contract or an amendment list start date and end date, and/or scope change if an amendment.

To deliver high quality short-term emergency childcare for children in the custody of the Division of Children and Family Services (DCFS) who are awaiting a long-term permanent placement.

DCFS is requesting approval of an amendment to the master contract for Short-Term Emergency Child Care with **The Centers (CM2716)** to modify the scope of work, cover, and allow an advance of \$666,666.67. No additional funds to be added.

9/1/2022 to 7/31/2024.

If contract or contract amendment term has begun, please respond to questions 1a. and 1b below:

1a. Why is the contract/amendment being submitted late?

We completed an emergency purchase to get the vendors under contract because of the need to place hard to serve children in safe and secure placements. We are no following up with the amendment to modify the scope of work and allow a \$666,666.67 advance.

1b. What is being done to prevent this from reoccurring?

As soon as the contracts were activated, we submitted this amendment. We don't anticipate having to do another emergency purchase in the near future.

2. Funding Source(s) including percentage breakdown and identify the actual fund name(s).

The project is funded 45% by "General Fund – ARPA Revenue Replacement/Provision of Government Services" and 55% Health and Human Services Levy

3. Was the specific project funding included in OBM-approved budget for the current year? If not, please explain.

Yes

**4. Rationale Supporting the Use of the Selected Procurement Method
(include state contract # or GSA contract # and expiration date)**

An Emergency Purchase was issued to fund these vendors immediately because they were providing services. The plan was to then immediately amend the contract to extend the term and add the remainder of the contract funding. This amendment is to allow an advance and modify the scope of work. We originally bid this out and these were the awarded vendors.

We issued an RFP 9436 for this service and The Centers was one of the four awarded vendors.

5. What other available options and/or vendors were evaluated? If none, include the reasons why (Attach supporting documentation such as other vendor quotes/pricing).

We issued an RFP 9436 for this service and The Centers was one of the four awarded vendors.

The Procurement for this RFP recently closed and this amendment is to change to scope of work for the centers and allow an advance of \$666,666.67.

6. What ultimately led you to this product or service? Why was the recommended vendor selected? How was it determined that the anticipated cost is fair and reasonable? (Attach supporting documentation).

In order to deliver high quality short-term emergency childcare for children in the custody of the Division of Children and Family Services (DCFS) who are awaiting long-term permanent placement, DCFS conducted a recent RFP and selected these four vendors this year.

7. Provide an explanation of unacceptable delays in fulfilling the County's need that would be incurred if award was made through a competitive process. (Attach supporting documentation).

Children in DCFS custody are currently in need of emergency placements and the formal procurement process was just completed this year. This amendment is to

modify the scope of work and cover to allow an advance of \$666,666.67 We originally bid this out and these were the awarded vendors.

8. Describe what future plans, if any, your department can take to permit competition before any subsequent purchases of the required supplies or services. In none, please explain why.

The Competitive Procurement Process was just finalized for this RFP and this amendment is to extend the term to match the term from the RFP and add the funding required for the vendors after the initial emergency purchase.

CERTIFICATION REQUIREMENTS

I certify that the information contained in and attached to this Justification is accurate and complete to support the recommendation.

I further certify that the attached narrative justification verifies Cuyahoga County's minimum need or schedule requirements and any rationale used to justify the non-competitive request.

Signature of Director: _____

Murray R. Cook

Date: 12/7/2022

RQ# 9436

Procurement software system title:

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Infor/Lawson RQ#:	9436
Buyspeed RQ# (if applicable):	N/A
Infor/Lawson PO# Code (if applicable):	EMRP
CM Contract#	2716

	Department	Clerk of the Board
Briefing Memo	AC	

Late Submittal Required:	Yes <input checked="" type="checkbox"/> X	No
Why is the amendment being submitted late?	We completed an emergency purchase to get the vendors under contract because of the need to place hard to serve children in safe and secure placements. We are now following up with this amendment to allow an advance to the centers and modify the scope of work	
What is being done to prevent this from reoccurring?	As soon as the contracts were activated, we submitted this amendment. We don't anticipate having to do another emergency purchase in the near future.	

TAC or CTO Required or authorized IT Standard	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> X
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Contract Amendments Reviewed by Purchasing					
				Department initials	Purchasing
Justification Form				AC	BRM
IG#	12-0785-REG	Exp: 12/31/2023		AC	BRM
Annual Non-Competitive Bid Contract Statement - <i>(only needed if not going to BOC or Council for approval)</i>	Date:			N/A	N/A
Debarment/Suspension Verified	Date:	12/1/2022		AC	BRM
Auditor's Finding	Date:	12/1/2022		AC	BRM
Independent Contractor (I.C.) Requirement	Date:	1/31/2022		AC	BRM
Cover - <i>Master amendments only</i>				AC	BRM
Contract Evaluation				AC	BRM
TAC/CTO Approval or IT Standards (attach and identify relevant page #s), if required.				N/A	N/A
Checklist Verification				AC	BRM

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Other documentation may be required depending upon your specific item

Glossary of Terms at: <https://intranet.cuyahoga.cc/policies-procedures/procurement-information>

Reviewed by Law	
	Department initials
Agreement/Contract and Exhibits	AC
Matrix Law Screen shot	N/A
COI	AC
Workers’ Compensation Insurance	AC
Original Executed Contract (containing insurance terms) & all executed amendments	AC

Accounting Units

Time Period	Accounting Unit	Account Number	Sub Account	Dollar Amount
9/1/2022 – 12/31/2022				\$0
			TOTAL	\$0

Contract History CE/AG# (if applicable)	N/A
Infor/Lawson PO# Code (if applicable)	EMRP
Lawson RQ# (if applicable)	9436
CM Contract#	2716

	Original Amount	Amendment Amount	Original Time Period/Amended End Date	Approval Date	Approval #
Original Amount	\$333,333.33		9/1/2022 – 8/31/2023	9/1/2022	EMRP-22-001
Prior Amendment Amounts (list separately)		\$10,833,333.33	9/1/2022 – 7/31/2024	10/25/2022	R2022-347
		\$			
		\$			
Pending Amendment		\$0	9/1/2022 – 7/31/2024	pending	pending
Total Amendments		\$10,833,333.33	9/1/2022 – 7/31/2024		
Total Contact Amount		\$11,166,666.66			

Department of Purchasing – Required Documents Checklist

Upload as “word” document in Infor

Purchasing Use Only:

Prior Resolutions:	EMRP-22-001, R2022-347
Amend:	2716
Vendor Name:	The Centers for Families and Children
ftp:	9/1/2022-7/31/2024
Amount:	\$0
History/CE:	N/A
EL:	OK
Purchasing Buyer’s initials and date of approval	BRM 12/7/2022

CONTRACT EVALUATION FORM

Contractor	The Centers for Families and Children
Current Contract History: CE/AG# (if applicable) Infor/Lawson PO#:	CM 1104/PO# 210534
RQ#	3429
Time Period of Original Contract	4/1/2021 – 3/31/2022
Background Statement	For over 20 years, DCFS has implemented a Family to Family (F2F) community-based strategy which is the model for how families are served in Cuyahoga County. Today, community partnerships make it possible for families to know where in their own neighborhood to go when they need help and how to advocate for themselves and their children. Community partners respond to crises and in many cases prevent or limit the need for DCFS involvement. This system of care is designed to integrate public and private child-serving agencies with community resources, providing a child-centered, community-based and culturally competent process to better serve families.
Service Description	To provide community-based family support services which address the needs of families currently involved in the child welfare system, families at risk of entering the child welfare system, and youth aging out of the foster care system. Key program activities include: (1) outreach, (2) assessment and re-assessment, (3) service planning, (4) service coordination, (5) case management, (6) emergency assistance, (7) family meetings for children in care, (8) supervised family visits, and (9) independent living skills.
Performance Indicators	Common indicators of performance include: (1) Engagement - 80% of families and youth aging out of foster care will complete a standardized assessment and develop a service plan; (2) Families are Self-Sufficient - 80% of families and youth aging out of foster care will obtain and maintain income adequate to meet family and youth basic needs as measured by the assessment tool; (3) Safe and Stable Environment - 80% of families and youth aging out of foster care will achieve a safe and stable environment as measured by the assessment tool and; (4) Satisfaction - 85% of families and youth aging out of foster care who have received services will indicate "agree" or "strongly agree" with the statement "I am satisfied with the services I received" per a distributed satisfaction survey.

Actual Performance versus performance indicators (include statistics):	The Centers for Families and Children has met or exceeded most of their common and individual provider outcome goals and continues to develop strategies to improve their performance				
Rating of Overall Performance of Contractor	Superior	Above Average	Average	Below Average	Poor
Select One (X)		X			
Justification of Rating	The Centers for Families and Children has met or exceeded most of their common and individual provider outcome goals and continues to develop strategies to improve their performance				
Department Contact	Joseph Jackson				
User Department	Department of Children and Family Services				
Date	3/15/2022				

County Council of Cuyahoga County, Ohio

Ordinance No. O2023-0001

<p>Sponsored by: County Executive Ronayne/Department of Human Resources and Council President Jones</p>	<p>An Uncodified Ordinance providing for paid emergency administrative leave for County employees; and allowing the County Executive or his designee to temporarily expand the use of existing paid sick leave and unpaid personal leave of absence; and declaring the necessity that this Uncodified Ordinance become immediately effective.</p>
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WHEREAS, the life, safety, and welfare of the residents of Cuyahoga County are in jeopardy due to the continued spread of the deadly infectious disease identified as the Coronavirus disease (COVID-19); and

WHEREAS, Cuyahoga County is committed to the health and well-being of its employees and their families; and

WHEREAS, it is in the best interest of the employees of Cuyahoga County that they be encouraged to remain at home and out of the workplace when they have an illness especially during this period of emergency; and

WHEREAS, the Cuyahoga County Executive and the Cuyahoga County Council have determined that in an effort to keep Cuyahoga County employees and their families safe and healthy any employee who has tested positive for COVID-19 or who must quarantine due to exposure to someone who has tested positive for COVID-19 and whom County management has determined cannot work remotely while quarantined may receive up to eighty (80) hours of paid emergency administrative leave; and

WHEREAS, the eighty (80) hours of paid emergency administrative leave shall be effective January 1, 2023, and shall expire April 30, 2023; and

WHEREAS, this Uncodified Ordinance shall apply to any and all employees currently employed by Cuyahoga County or any employee hired by Cuyahoga County after the effective date hereof; and

WHEREAS, this Uncodified Ordinance authorizes the County Executive or his designee to provide additional paid emergency administrative leave to employees on an individual case by case basis; and

WHEREAS, the County Executive or his designee shall adopt rules and regulations regarding the authorization of additional paid emergency administrative leave; and

WHEREAS, if additional paid emergency administrative leave is approved by the County Executive or his designee, the usage of such time shall be recorded by the Department of Human Resources, and on a monthly basis the Director of the Department of Human Resources shall provide a written report to Council on the additional paid emergency administrative leave authorized; and

WHEREAS, the period during which the County Executive or his designee can approve any additional paid emergency administrative leave shall expire on April 30, 2023; and

WHEREAS, all other provisions contained in the Cuyahoga County Employee Handbook regarding call-off procedures, return-to-work procedures, and required documentation are still in effect and shall be complied with by any County employee under this Uncodified Ordinance; and

WHEREAS, policies applicable to bargaining employees shall be effective as permitted under state law and the Collective Bargaining Agreements. For bargaining unit employees, the terms and conditions regarding call-off procedures, return-to-work procedures, permissible and prohibited uses of sick leave and required documentation set forth in the Collective Bargaining Agreements shall supersede and govern; and

WHEREAS, it is necessary that this Uncodified Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County entity.

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. Adoption of Uncodified Ordinance. Council hereby authorizes the County Executive or his designee to provide any County employee who has tested positive for COVID-19 or who must quarantine due to exposure to someone who has tested positive for COVID-19 and whom County management has determined cannot work remotely while quarantined up to eighty (80) hours of paid emergency administrative leave. All employees currently employed by the County and any employee hired by the County after the effective date hereof shall receive this paid emergency administrative leave benefit. This paid emergency administrative leave policy is effective as of January 1, 2023 and shall be in effect until April 30, 2023, at which time paid emergency administrative leave shall expire. If an employee should exhaust his or her paid sick leave and paid emergency administrative leave, then additional paid emergency administrative leave may be granted, on an individual case by case basis, at the discretion of the County Executive or his designee. The County Executive or his designee is authorized to adopt rules and regulations regarding the authorization of this paid administrative leave and any additional paid emergency administrative leave; such

rules and regulations shall require the employee to provide proof of a positive test or need to quarantine. The Director of the Department of Human Resources shall record the approval and use of paid administrative leave under this ordinance and shall provide a written report on a monthly basis to Council on any paid emergency administrative leave granted and used in accordance with this Uncodified Ordinance. The period during which the County Executive or his designee can approve additional paid emergency administrative leave shall expire on April 30, 2023. Paid emergency administrative leave is not subject to pay out.

SECTION 2. Council hereby authorizes the County Executive or his designee to temporarily expand the use of paid sick leave as authorized in Section 11.03 of the Cuyahoga County Employee Handbook. Such authorization shall expire on April 30, 2023.

SECTION 3. Council hereby authorizes the County Executive or his designee to temporarily expand the use of unpaid personal leave of absence as authorized in Section 11.06 of the Cuyahoga County Employee Handbook. Such authorization shall expire on April 30, 2023.

SECTION 4. All provisions contained in the Cuyahoga County Employee Handbook regarding call-off procedures, return-to-work procedures, and required documentation are still in effect and shall be complied with by any County employee granted leave under this Uncodified Ordinance.

SECTION 5. Policies applicable to bargaining employees shall be effective as permitted under state law and the Collective Bargaining Agreements. For bargaining unit employees, the terms and conditions regarding call-off procedures, return-to-work procedures, permissible and prohibited uses of sick leave and required documentation set forth in the collective bargaining agreements shall supersede and govern.

SECTION 6. It is necessary that this Uncodified Ordinance become immediately effective for the usual daily operation of the County; the preservation of public peace, health, or safety in the County; and any additional reasons set forth in the preamble. Provided that this Ordinance receives the affirmative vote of at least eight (8) members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight (8) members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 7. It is found and determined that all formal actions of this Council relating to the adoption of this Uncodified Ordinance were adopted in an open meeting of the 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.

On a motion by _____, seconded by _____, the foregoing uncodified Ordinance was duly enacted.

Yeas:

Nays:

County Council President

Date

County Executive

Date

Clerk of Council

Date

Journal _____
_____, 2023