

**AGREEMENT TO PROVIDE
COMMUNITY CORRECTIONAL SERVICES**

This Agreement is entered into as of January 1, 2021 between the City of Green by its Mayor, Gerard Neugebauer duly authorized by the Green City Council by Resolution No. _____ (hereinafter "City") and Oriana House, Inc. a not-for-profit corporation organization pursuant to the laws of the State of Ohio by its duly authorized Executive Vice President, Bernard A. Rochford (hereinafter "Oriana").

- A. The City seeks to establish programs and to provide confinement and alcohol rehabilitation services for adult male and female offenders.
- B. The City seeks to establish a home incarceration/day reporting program for adult male and female non-violent misdemeanor offenders.
- C. Oriana is willing to provide said services for the considerations and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, to establish such programs, the parties, for the mutual promises and other good and valuable consideration set forth herein, agree as follows:

Section 1. Programs.

Oriana shall establish and operate each of the following (collectively, the "Programs"):

- (a) A confinement and alcohol rehabilitation facility to be used by males and females offenders convicted in the Barberton Municipal Court (the "Court") of violations of the City's Code of Ordinances (the "Code") charged by City personnel. Oriana shall operate a Community Alternative Sentencing Center (CASC) to house offenders convicted of DUI, traffic and misdemeanor offenses. Oriana shall be wholly responsible for the operation of the CASC Program in accordance with the policies, standards, and guidelines of the Ohio Revised Code and the American Corrections Association.
- (b) A work release facility to be used by male and female offenders convicted in the Court of violations of the Code charged by City personnel (the "Work Release Program"). These offenders are to be self-sufficient and non-violent as determined by the Court or Oriana. Participants in the Work Release Program will be those with current employment or school obligations that would be jeopardized if they were incarcerated. Oriana will permit release for verified employment, school, or counseling activities. Oriana agrees to provide or cooperate in providing, access to services and activities that will assist in the rehabilitation of Participants in the Work Release Program, including but not limited to, alcohol and substance abuse treatment, rehabilitative treatment through individual and group counseling, and any services identified in Section 2.

- (c) A halfway house and employment placement facility to be used by male and female offenders convicted in the Court of violations of the Code charged by City personnel (the "Halfway House Program"). Oriana agrees to provide or cooperate in providing, access to services and activities which will assist in the rehabilitation program of the Participants in Halfway House Program, including but not limited to, alcohol and substance abuse treatment, rehabilitative treatment through individual and group counseling, and any services identified in Section 2.
- (d) A home incarceration and day reporting program to be used by male and female offenders convicted in the Court of Code violations charged by City personnel (respectively, the "Home Incarceration Program" and the "Day Reporting Program").

Participants in the Home Incarceration Program will be monitored by an active electronic monitoring system, capable of enabling employment verification through drive-by scanning equipment. Release from home may be granted for approved and verified employment, educational or counseling activities. Oriana agrees to verify employment, educational or counseling activities and, upon verification, will permit release of participants to attend such activities.

Participants in the Day Reporting Program will report to the Oriana Day Reporting Center up to five times per week. They will be subject to urine drug screens, and alcohol tests. Participants must participate in programming to include, but not limited to, adult basic education, substance abuse counseling, job readiness, and life skills.

The Home Incarceration Program and the Day Reporting Program may be used in conjunction with one another or as separate components.

Participants in the Programs shall be responsible for their medical treatment and any costs incurred thereof. Oriana will provide first aid treatment and medical services as provided in conjunction with its chemical dependency treatment program.

Section 2. **Treatment Services.**

Oriana agrees to provide and/or assist in providing Participants in the Programs with alcohol and drug treatment services, including but not limited to:

- (a) screening and admission of offenders;
- (b) intake assessment;
- (c) psychosocial assessment and evaluation as needed;
- (d) treatment planning;
- (e) educational and counseling services;
- (f) individual and group counseling;
- (g) educational presentation;

- (h) 12 step programs;
- (i) discharge planning;
- (j) transitional aftercare services;
- (k) client follow-up and evaluation; and
- (l) referral to other community programs.

Oriana shall provide or cooperate in providing access to services and activities that will assist in the rehabilitation of the individual residents by individual and group counseling, mental health treatment by individual and group counseling, adult basic education classes, recreation and spiritual services. Treatment services will be billed to Medicaid for those clients receiving Medicaid.

Section 3. Integrated Continuum of Services.

All Participants who receive services under this Agreement will be provided an integrated continuum of services from assessment through release. As appropriate, the provision of such services shall be based upon a risk/need assessment and an integrated case management and monitoring system that includes development of individual program plans, case monitoring and revisions from assessment through referral or release. Individual program plans shall determine the type and frequency of programming for each client. The implementation of this integrated continuum of services shall include, as appropriate:

- (a) supervision and monitoring of whereabouts;
- (b) employment verification systems;
- (c) issuance of client passes;
- (d) urine drug screens, alcohol testing and reports on same;
- (e) case management progress reports and reports upon discharge;
- (f) income tracking to facilitate payment of fines, court costs and restitution;
- (g) cognitive skills development;
- (h) anger management programming;
- (i) employment and educational advancement;
- (j) community service internal to Oriana and in the community; and
- (k) release planning.

Section 4. CASC

Oriana shall cooperate in operating the CASC Program with the City, the Barberton Municipal Court and Summit County Court of Common Pleas together with their respective probation departments. Oriana shall provide space at the Community Alternative Sentencing Center, 40 East Glenwood Ave. Akron, Ohio, or other suitable location.

Participant's eligibility shall be determined in accordance with ORC Section 307.932, and the eligibility criteria set forth in Exhibit B. Oriana shall perform all risk and need assessments, including but not limited to the Ohio Risk Assessment System (ORAS) risk assessment tool, for the purpose of determining eligibility and programming needs in accordance with ORC Section 307.932. Once eligibility is determined by Oriana staff, the Court shall maintain final decision-making authority on referrals to the CASC. However, Oriana reserves the right to refuse

admittance to proposed Participants based on criteria it establishes and upon notice to the sentencing Court.

Clients referred to the CASC for a multiple DUI offense will participate in the Multiple DUI Offender Program (MOP.) These clients shall pay a fee for their residency as outlined below:

- (a) \$420 for participation in the six day program;
- (b) \$450 for participation of seven days up to and including ten days;
- (c) \$500 for participation of 11 days up to and including 30 days;
- (d) \$550 for participation of 31 days up to and including 60 days;
- (e) \$600 for participation of 61 days up to and including 90 days;

The fee rates include rehabilitative and supportive services, alcohol and drug treatment services, urine drug screens, alcohol (Alcomonitor) tests, diagnostic assessment, individual and group counseling and case management services. Oriana agrees to provide the City with a monthly accounting of these MOP Program fees to the City's satisfaction. The sentencing Court may waive the fees of indigent persons. Fees collected from Participants under this Section 4 shall be accounted for and credited to the City's account monthly.

The City shall pay the sum of \$78.50 per day for offenders in the CASC Program, less the amount collected from the Participant.

Section 5. Work Release Program.

The City agrees to pay Oriana the sum of \$89.40 per day for each Work Release Program Participant. The fee rates include rehabilitative and supportive services and alcohol and drug treatment services as described in Sections 3, urine drug screens, alcohol (Alcomonitor) tests, diagnostic assessment, individual and group counseling and case management services. Work release participants will be accounted for on a monthly basis and charged to the City.

Participants shall be required to pay for all services provided by the Work Release Program according to a fee scale approved by the City. Oriana agrees to collect all fees from Participants in the Work Release Program and to account for and credit all fees collected to the City monthly.

Section 6. Electronic Monitoring Program

The Electronic Monitoring Program shall provide telephone monitoring with and without in-home alcohol testing, and cell phone technology monitoring services for Participants without telephone service. Monitoring using active, passive and intermediate global positioning system, typically referred to as GPS, will be available to the Court. The City shall pay according to the following fee rates:

- (a) \$18.40 per day for electronic monitoring with in-home alcohol testing;
- (b) \$11.70 per day for electronic monitoring without in-home alcohol testing;
- (c) \$16.73 per day for cell phone technology for monitoring for clients without telephone service.
- (d) \$14.51 per day for passive GPS monitoring;

- (e) \$16.44 per day for intermediate GPS monitoring;
- (f) \$20.00 per day for active GPS monitoring.
- (g) \$83.67 for installation and de-installation of any and all types of monitoring equipment, as appropriate.

The fee rates include rehabilitative and supportive services and alcohol and drug treatment services as described in Sections 3, urine drug screens, alcohol (Alcomonitor) tests, diagnostic assessment, individual and group counseling and case management services.

Participants shall be required to pay for all services provided by the Electronic Monitoring Program according to a fee scale approved by the City. Oriana agrees to collect all fees from participants in the Electronic Monitoring Program and to account for and credit all fees collected to the City monthly.

In addition to the Electronic Monitoring Program, participants may be placed on a program of alcohol monitoring using devices known as SCRAM, which stands for Secured Continuous Remote Alcohol Monitoring. This program will allow for the monitoring of a participant's use of alcohol by testing the participant on an hourly or more frequent basis. A Remote Breath monitoring unit may be used instead on a SCRAM device upon approval of the Court.

The City agrees to pay Oriana \$14.57 per day for each SCRAM Participant. The City agrees to pay Oriana \$63.18 for installation and de installation of each SCRAM unit. The City shall pay \$8.83 per day for each participant using a Remote Breath device. There is no installation fee for Remote Breath. Oriana agrees to operate the SCRAM and Remote Breath program and all participants shall be required to pay for all services provided by the SCRAM and Remote Breath program according to a fee scale approved by the City. Oriana agrees to collect all fees from participants in the SCRAM and Remote Breath program and to account for and credit all fees collected to the City on a monthly basis.

Section 7. **Day Reporting Program**

The City agrees to pay Oriana the sum of \$137.30 per week for each participant in the Day Reporting Program. The fee rates include rehabilitative and supportive services and alcohol and drug treatment services as described in Sections 3, urine drug screens, alcohol (Alcomonitor) tests, diagnostic assessment, individual and group counseling and case management services.

All Participants will pay for all services of the Day Reporting Program according to a City approved fee scale. Oriana will collect all fees. Fees collected from day reporting participants will be accounted for and credited to the City's account monthly.

Section 8. **Halfway House Program**

The City agrees to pay Oriana for Participants in the Halfway House Program the sum of \$89.45 per day. Oriana agrees to make a monthly accounting to the City for participants in the Halfway House Program. The fee rates include rehabilitative and supportive services and alcohol and drug treatment services as described in Section 3, urine drug screens, alcohol (Alcomonitor) tests, diagnostic assessment, individual and group counseling and case management services.

Participants who participate in the Halfway House Program shall be responsible for the costs of their own medical treatment and any such costs incurred. Oriana agrees, however, to provide first aid treatment and medical services provided in conjunction with the chemical dependency treatment, rehabilitative and supportive services program in this Agreement.

Participants shall be required to pay for all services provided by Halfway House Program according to a fee scale approved by the City. Oriana agrees to collect all fees from participants in the home incarceration program and to account for and credit all fees collected to the City monthly.

Section 9. **Reporting**

Oriana shall develop and provide all application, reporting, and other forms required by the Court.

At the City's request Oriana shall provide the City with two complete sets of each program's rules, regulations, activity schedules, and description of all activity content. A complete file shall be kept on each Participant evidencing eligibility and participation in all aspects of the Programs.

Oriana shall keep adequate records as necessary to meet the reporting requirements of all regulatory state agencies, file all required reports and provide information as needed by the federal, state, county, city, or the courts. Financial records shall be kept for receipts, expenditures and disbursements for each funding source sufficient for a clear audit trail by source of funds according to reasonable accounting standards and in a manner approved by the Finance Director of the City, and shall be available for review by the City at all reasonable times. These records shall be maintained for three years, or as otherwise required by law.

In support of its fiscal stability as a provider of community corrections and treatment services, Oriana agrees to provide at the City's request, with a copy of its most recent independent auditor's report. The City agrees that this information is the proprietary information of Oriana and not a public record and will not release this information to any third party without the written permission of Oriana.

Oriana and the City agree that the City may conduct financial audits and program compliance audits at the expense of the City.

Oriana agrees to provide the City, upon request with Monthly and/or Annual Program Statistical Reports on Oriana's overall progress on meeting goals and performance measures for the programs under this Agreement.

If requested, Oriana agrees to provide (for the time period requested), the following information on programs under this Agreement in a format approved by the City (each a "Statistical Report"):

- (a) Total number of offenders accepted;

- (b) Total offender days utilized within the program;
- (c) Total hours of services provided by type;
- (d) Total discharges by successful and unsuccessful;
- (e) For unsuccessful discharges, indicate violations by type (technical or new offense and by type of offense); and
- (f) Average positive rate of drug and alcohol use among participants while in the program.

Oriana agrees to provide requested Statistical Reports within 14 days of the request.

Section 10. Accreditation

- (a) Oriana represents that the following programs and facilities are accredited by the American Correctional Association:
 - (1) Home Incarceration Program;
 - (2) Work Release Program
 - (3) Halfway House Program.
 - (4) Community Alternative Sentencing Center
 - (5) Electronic Monitoring Program

Oriana agrees to retain its accreditation from the American Correctional Association ("ACA") for these programs and facilities throughout the Term and to provide the City with copies of the certificates of accreditation.

Oriana represents that the chemical dependency treatment services meet the applicable standards of the Ohio Department of Mental Health and Addiction Services ("OMHAS") for substance abuse programs.

In the event that the ACA or OMHAS expands its current accreditation program to cover additional programs or services provided to the City under this Agreement, Oriana agrees to make application for those accreditations.

- (b) Oriana agrees to operate all programs in accordance with the requirements of the Division of Parole and Bureau of Community Sanctions and other divisions of Ohio Department of Rehabilitation and Correction, OMHAS, the State of Ohio Office of Criminal Justice Services, other applicable state, federal and local laws and regulations, and as otherwise articulated in this Agreement. Upon request, Oriana agrees to provide the City with copies of any state or local licensure applicable to programs covered by this Agreement. Both parties agree to abide by all such rules, regulations, and standards as they may be modified from time to time during the period of this Agreement. During the Term, Oriana reserves the right to modify program service requirements within the parameters of state, federal and local law and regulation upon consultation with and approval of the appropriate sentencing authority and the City's Mayor and Director of Law. Any such modification, however, will not increase the total cost as set forth in Section 19.

Section 11. **Insurance**

During the Term, Oriana, at its own expense, shall obtain and maintain the insurance policies and coverages enumerated in this Section 11 in full force and effect with one or more reputable companies duly qualified to do business in Ohio and rated not less than "A" by A. M. Best.

Oriana shall maintain Comprehensive General Liability Insurance, which shall also include operations on premises and independent contractors in the following amounts:

Bodily Injury	Each Occurrence	\$2,000,000
	Aggregate	\$4,000,000
Property Damage	Each Occurrence	\$2,000,000
	Aggregate	\$4,000,000
Personal Injury	Each Occurrence	\$2,000,000
	Aggregate	\$4,000,000
Civil Rights	Each Occurrence	\$2,000,000
	Aggregate	\$4,000,000

Oriana shall maintain Worker's Compensation Insurance based upon statutory requirements.

Oriana shall maintain Employer's Liability Insurance in the following amounts:

Each Accident	\$2,000,000
Each Policy Limit	\$2,000,000
Each Employee	\$2,000,000

Oriana shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 for each accident, bodily injury and property damage combined, and uninsured and underinsured motorist protection as required by law in the amount of \$1,000,000 for bodily injury and \$750,000 for property damage.

Oriana shall maintain employee dishonesty coverage in the amount of \$200,000.

Oriana shall maintain excess liability coverage in umbrella form in the amount of \$3,000,000.

Upon request, Oriana shall provide the City with current certificates evidencing that the above coverages are in full force and effect, and which shall be endorsed to include the City as an additional insured, which endorsements shall be acceptable in form and substance to the City.

All of the above policies must expressly require that the coverage afforded shall not be cancelled, reduced or renewal refused until at least thirty (30) days prior written notice has been given to the City by certified mail. The certificates of insurance must also so provide. All certificates of insurance shall provide that the insurance company will notify the City, in writing, prior to any termination of the policy or alterations in the policy that change, restrict or reduce the insurance coverage provided or change the names of the insureds.

Section 12. Counseling Program

Oriana shall establish and operate a program to provide chemical dependency treatment, rehabilitative and supportive services including but not limited to alcohol and substance abuse treatment through individual and group counseling to be used by male and female offenders convicted in Barberton Municipal court of Green City Code Violations charged by City personnel. The City shall pay \$143.47 per day for participants in the following chemical dependency treatment, rehabilitative and supporting services:

- Chemical Dependency Treatment / Intensive Outpatient Services

Section 13. Fee Waivers

A judge of the Barberton Municipal Court may, for good cause shown, reduce or waive any fee charged to a Participant under said judge's supervision.

Any participant found to be indigent will be exempt from paying program fees. For the purposes of this Agreement, "indigent" shall mean persons eligible to receive or receiving general relief, supplemental security income, Medicaid, and aid to dependent children or so designated by Barberton Municipal Court.

The City will incur the cost for fees properly reduced or waived by the judge or this Agreement, for a participant convicted in Barberton Municipal Court of violations of the City Code.

Section 14. Non-Discrimination/Compliance with Laws

Oriana shall not discriminate in employing or promoting any individual or in accepting residents on the basis of race, creed, religion, sex or national origin. Oriana agrees, in performing its services under this Agreement, to abide by all federal, state and local laws, statutes, ordinances, resolutions, rules and/or regulations including but not limited to all the terms and provisions of.

Section 15. Term

This Agreement commences on January 1, 2021 and shall terminate December 31, 2021 (the "Term").

Section 16. Jurisdiction/Venue

This Agreement shall be construed and governed under the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each of the parties submits to the jurisdiction of any state or municipal court sitting in Akron, Ohio, in any action or proceeding arising out of or relating to this Agreement.

Section 17. Refusal of Services

Upon notice to the sentencing authority, Oriana has the right to refuse services to any individual who it deems as dangerous or so deficient as to mental capacity or emotional stability as to make this individual incapable of functioning within the program (i.e., not self-sufficient).

Section 18. Indemnification

Oriana shall indemnify and hold harmless the City, its officers, agents and employees and shall reimburse the City for its costs in defending the City from all of the following:

- (a) Any claims or losses for services rendered by Oriana's performance or provision of services under this Agreement;
- (b) Any failure of Oriana or its officers or employees to adhere to the laws, rules, regulations or terms of this Agreement;
- (c) Any constitutional, federal, state, or civil rights claim brought against the City which is related to a facility operated and managed by Oriana under the terms of this Agreement;
- (d) Any claims, losses, demands or causes of action arising out of any other activities of Oriana in the provision of services or operation of programs or facilities under this Agreement; and
- (e) Any attorneys' fees or court costs arising from any habeas corpus actions or other inmate suits that arise from any event that occurred at a facility or in a program or was a result of such an event, or arise over the conditions, management or operation of the facility or program, which fees and costs shall include but not be limited to attorney's fees for the City's representation of any inmate and the costs of any special judge who may be appointed to hear such actions.

Oriana agrees to release and indemnify the City from any loss, cost, damage, expenses, or liability arising from its performance under this Agreement and caused in whole or in part by its own acts, omissions, negligent or otherwise, except to the extent such loss, cost, damage, expense or liability arises from the acts or omission, negligent or otherwise, of the City.

Section 19. Property Insurance

Oriana shall maintain whatever fire or extended coverage or other property insurance it may deem necessary for protection against loss of owned or rented capital equipment, facilities and tools. The City will not have any liability with respect to such equipment, facilities and tools. The requirement to secure and maintain the coverage in this Section 22 is solely for the benefit of Oriana. Failure to secure such insurance or to maintain adequate levels of coverage shall not obligate the City, its agents or employees for any losses of owned or rented equipment. The insurance policy must include a waiver of subrogation as follows: "It is agreed that in no event shall this insurance company have any right of recovery against the City or its agents."

Section 20. Independent Contractor

Oriana is an independent contractor and not an agent or employee of the City and shall make no representations to the contrary. Nothing in this Agreement is intended to create a joint venture or anything other than an independent contractor relationship between the City and Oriana. The City will not be liable for Worker's Compensation or Unemployment Compensation. Oriana shall comply with all Federal, State, and City laws and ordinances, including the Worker's Compensation Law of the State of Ohio. In addition, Oriana will assume responsibility for such tax liabilities as will accrue resulting from compensation paid by the City. Oriana will not participate in the hospital, medical, and/or retirement plans available to employees of the City.

Section 21. Miscellaneous Provisions

- (a) Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
- (b) No waiver of any breach under this Contract shall be deemed a waiver of (1) a future breach of the same term, (2) a waiver of a breach of any other term, or (3) a party's right to enforce and immediate or subsequent breach.
- (c) All City information that under the laws of the State of Ohio is classified as public or private shall be treated as such by Oriana. Any question as to whether City information is public or private shall be determined by the City and the City shall provide Oriana with written notice of all information that it has determined to be private. Oriana shall not use any information, system or record made available to it under this Agreement for any purpose other than to fulfill the activities under this Agreement. The City and Oriana agree to preserve the confidentiality of records, names and identities of all inmates of all facilities and programs including all former inmates except when required by law or court order to disclose such information. Oriana shall also preserve the confidentiality of all dealings with the City concerning the facilities and programs covered by this Agreement except when required by law or order of court to disclose such information.

- (d) Oriana represents and warrants that no elected official, officer, employee or agent of the City who has any responsibility in connection with this Agreement has a conflict of interest under Section 102.03 of the Ohio Revised Code or any other applicable provisions of state or federal law, as amended.
- (e) Oriana represents and warrants that no elected official, officer, employee or agent of the City who has any responsibility in connection with this Agreement has any personal financial interest, direct or indirect, in this Agreement under Section 2921.42 of the Ohio Revised Code or any other applicable provisions of state or federal law, as amended. Oriana represents and warrants that it is not a party to any contract or subject to any other obligation which precludes Oriana from providing services under this Agreement.
- (f) Oriana agrees to maintain a Drug-Free Workplace and agrees to comply with all applicable state and federal laws regarding a Drug-Free Workplace.
- (g) Each provision of this Contract must be interpreted in a way that is valid under applicable law. If any provision is deemed invalid, the rest of this Contract will remain in full effect.
- (h) This Agreement constitutes the entire agreement between the City and Oriana with respect to the Programs. This Agreement may be modified only by written agreement of both parties.
- (i) The City may terminate this Agreement at its option with 30 days' written notice delivered to the addresses first written above.

IN WITNESS WHEREOF, the parties set their hands at Akron, Ohio as of the date first written above

CITY OF GREEN, OHIO

By _____
Gerard Neugebauer, Mayor

Date _____

ORIANA HOUSE, INC.

By Bernard A. Rochford
Bernard A. Rochford, Esq.
Executive Vice President

Date 2-26-21

