

## **OFFICE OF HEALTH & HUMAN SERVICES**

### **PURCHASE OF SERVICE CONTRACT WITH NUEVA LUZ URBAN RESOURCE CENTER**

THIS CONTRACT/AGREEMENT entered into this 1<sup>st</sup> day of July, 2011 by and between the Cuyahoga of County, Ohio (the "County"), and **Nueva Luz Urban Resource Center**, with principal offices at **2226 West 89<sup>th</sup> Street, Cleveland, Ohio 44102** (the "Provider").

#### **I. TERM**

This contract will be effective from **July 1, 2011 through June 30, 2012** inclusive, unless otherwise terminated or extended by formal amendment. The Agency reserves the right to exercise the option, subject to the agreement of both parties, to extend the length of this contract based upon the County's program needs, the Provider's performance, and the availability of funds.

The Provider is aware that funding for the services under this contract will not be continued after June 30, 2012.

The total amount of the contract cannot exceed **\$45,000.00** over the life of this contract. If the amount of the invoices exceeds the amount of the contract, the Provider realizes that no additional funds will be paid over and above the total amount of the contract, under any circumstances, even if additional services are provided.

#### **II. PURCHASE OF SERVICE**

Subject to the terms and conditions set forth in this contract and the attached EXHIBITS (such EXHIBITS are deemed to be a part of this contract as fully as set forth herein), the Provider agrees to operate the Latino Fatherhood Services Outreach program as described in Exhibit I, (Statement of Work) and Exhibit I-A (Provider Program Design).

The Provider agrees to acknowledge the financial support of the County on any publications, promotional brochures, media releases, or other publicity materials produced with resources from this contract. This acknowledgement should be displayed in a prominent location.

#### **III. RECORDS AND REPORTING**

The County reserves the right to request additional reports pertaining to the specific program during the contract period. It is the responsibility of the Provider to furnish the County with reports as requested. The County may exercise this right without a contract amendment. The County reserves the right to withhold payment until such time as the requested and/or required reports to the satisfaction of the County are received.

#### **IV. BILLING AND PAYMENT**

Billing and Payment – The Provider will submit an invoice following service, with accompanying reports to the County as outlined in the Exhibits and Attachments. The County will review such invoices for completeness/correctness and any information necessary before making payment within thirty (30) calendar days after receipt of an accurate invoice. The County shall not make invoice payments for any services invoiced later than 60 days after the end of the service month without prior County approval. The County reserves the right to withhold payment until such time as requested and/or required reports are received.

The Provider will indicate on their invoices, the contract number, type of service being rendered, dates service was rendered, and the contract period. The invoice should also show the contract amount minus the invoice amount to reflect the remaining balance on the contract in order to obtain reimbursement.

The Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in an invoice submitted for payment. For this project, unallowable costs are: bad debt, bonding costs, contingencies, contributions or donations, entertainment costs, costs of alcoholic beverages, goods or services for personal use, fines, penalties and mischarging costs, gains and losses on disposition or impairment of depreciable or capital assets, losses on other contracts, organization costs, costs related to legal and other proceedings, goodwill, asset valuations resulting from business combinations, and legislative lobbying costs.

The Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program in accordance with the requirements of Section IX.

#### **V. MONITORING, EVALUATION, AND QUALITY IMPROVEMENT**

The effectiveness of the Provider services shall be measured by the achievement of outcomes as identified in the Statement of Work and the Program Description, benchmarks as defined in the contract budget, and compliance with the terms and conditions of the contract.

The County will determine the overall performance of contracted services and programs through monthly monitoring activities.

Monitoring activities may consist of, but are not limited to:

- Reviewing required reports
- Reviewing required invoicing documentation and protocol
- Reviewing monthly activities such as referrals, enrollments and terminations
- Quality Improvement interventions needed to address and remedy issues discovered through the monitoring activities

Findings based on any of the aforementioned activities will be communicated to the Provider in writing. In the event of negative findings resulting in areas in need of improvement or noncompliance, the Provider will respond in writing detailing an improvement plan and/or a corrective action plan for each issue.

Failure to achieve performance goals or to comply with the terms of this contract will be cause for or result in reduction of funding, recuperation of funds paid, or termination of this agreement in part or in whole.

**VI. ELIGIBILITY FOR SERVICES**

Eligibility of individuals to receive purchased services shall be determined, and units of service authorized, by the County Department of Health and Human Services (HHS), through the Fatherhood Initiative Office.

**VII. AVAILABILITY OF FUNDS**

This contract is conditional upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the function performed by the Provider hereunder, the products or services directly involved in the performance of that function may be terminated by the County at the end of the period for which funds are available. The County will notify the Provider at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

**VIII. DUPLICATE BILLING**

The Provider warrants that claims made to the County for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public or private funds for the same service.

**IX. AVAILABILITY AND RETENTION OF RECORDS**

All records relating to the service provided and supporting documentation for invoices submitted to the County by the Provider shall be retained and made available by the Provider for audit by the County, the State of Ohio (including, but not limited to, ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this contract. If an audit is initiated during this time period, the Provider shall retain such records until the audit is concluded and all issues resolved.

**X. CONFLICT OF INTEREST**

This contract in no way precludes, prevents, or restricts the Provider from obtaining and working under an additional contractual arrangement(s) with other parties aside from the County, assuming that the contractual work in no way impedes the Provider's ability to

perform the services required under this contract. The Provider warrants that at the time of entering into this contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that which will impede its ability to perform the services under this contract.

The Provider further agrees that there is no financial interest involved on the part of the County or employees of the county involved in the development of the specifications or the negotiation of this contract. The Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when the County employee will gain financially or receive personal favors as a result of the signing or implementation of this contract.

The Provider will report the discovery of any potential conflict of interest to the County . Should a conflict of interest be discovered during the term of this contract, the County may exercise any right under the contract including termination of the contract.

#### **XI. ASSIGNMENTS**

The parties expressly agree that the contract shall not be assigned to another Provider without the prior written approval of the County.

The Provider may not subcontract any of the services agreed to in this contract without the express written consent of the County. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. The Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

#### **XII. GOVERNING LAW**

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

#### **XIII. INTEGRATION AND MODIFICATION**

This instrument with exhibits embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this contract.

Also, this contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this contract.

#### **XIV. SEVERABILITY**

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

## **XV. TERMINATION**

The County may terminate this contract, for any reason, upon 30 day written notice delivered to the Provider. The Provider may terminate this contract upon 30 day written notice delivered to the County, subject to the following:

Provider agrees that it will be considered a material breach of this contract on Provider's part if Provider terminates service on this contract without cause, which is defined as:

- The County failing to meet the terms and conditions specified in the contract, or
- The County, through action or inaction on the County's part, rendering performance by the provider impossible.

The notice should be sent to the attention of the Fatherhood Coordinator at 1276 W. 3rd St., Suite 409, Cleveland, Ohio 44113. The County and the Provider shall agree on a reasonable phase-out of the program as a condition of the termination.

The parties further agree that should the Provider become unable to provide the services agreed to in this contract for any reason or otherwise materially breach this contract, such service as the Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Section IV – Billing and Payment.

The parties further agree that should the Provider become unable to complete the services requested in this contract for any reason, such work as the Provider has completed upon the date of its inability to continue the terms of this contract shall become the property of the County.

The County shall not be liable to pay to the Provider any further compensation after the date of the Provider's inability to complete the terms hereof, or the date of termination of this agreement whichever is later, unless extended upon an agreement of the parties. It is agreed that even if the Provider renders services for which payments are due, that no payments will be made after the termination of this agreement, either as a result of a default in the terms hereof or the day of termination of the contract, unless extended by an agreement of the parties. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by virtue of any breach of the contract by the Provider. The County may withhold any compensation to the Provider for the purpose of off-set until such time as the amount of damages due the County from the Provider is agreed upon or otherwise terminated.

## **XVI. COMPLIANCE**

The Provider certifies that the Provider and all subcontractors who provide direct or indirect services under this contract will comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code

rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's full time employees.

## **XVII. NON-DISCRIMINATION**

The Provider certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this contract, the Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Provider will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Provider complies with all applicable federal and state non-discrimination laws.

The Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Provider.

## **XVIII. INDEMNIFICATION**

The Provider agrees to protect, defend, indemnify and hold the County, their officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of the Provider, negligent or otherwise, and its employees officers, agents, or independent contractors. The Provider agrees to pay all damages, costs and expenses of the officers, agents, employees and the County in defending any action arising out of the aforementioned acts or omissions.

## **XIX. RELATIONSHIP**

Nothing in this contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the Provider in the conduct of the provisions of this contract. The Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the

County.

## **XX. DISCLOSURE**

The Provider hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Provider has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

## **XXI. INSURANCE**

The Provider shall at times during the terms of this Contract subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required there-under, and shall save the County harmless from any and all liability arising from or under said act. The Provider shall also furnish prior to the onset and delivery of said services and at such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referenced.

The Provider shall further purchase and maintain during the life of this contract to cover any loss, liability or damage alleged to have been committed by the Provider, the Provider's employees, agents, servants, volunteers, or assigns, Employment Practices Liability insurance coverage, Professional Liability insurance, and Commercial General Liability (CGL) insurance coverage, wherein the County is named as an additional insured or co-insured, as herein specified. It is understood that said CGL coverage is to include, but not be limited to standard provisions for sexual and physical abuse, broad form property damage, personal injury, advertising injury, completed operations, product liability and firm damage. Exact copies of Certificates of Liability delineating such coverage shall be deposited with Cuyahoga County prior to commencement of services under this Contract. The amounts of said insurance shall be as follows:

- Commercial General Liability coverage with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate.
- Employment Practices Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 annual aggregate.
- Professional Liability coverage with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate (where applicable).

The policies for each of the requisite insurance coverage hereinabove specified shall contain the following provision: The Provider agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Contract involved, written notice shall be mailed to the Fatherhood Initiative Office, 1276 W. 3rd St., Suite 409, Cleveland, Ohio 44113.

Cancellation of insurance will constitute a default, which if not remedied within the stated thirty (30) day notice period shall cause immediate termination of this contract by the County.

## **XXII. CONFIDENTIALITY**

The Provider agrees to comply with all federal and state laws applicable to the County and/or consumers of the County concerning the confidentiality of the County's consumers. The Provider understands that any access to the identities of any County consumers shall only be as necessary for the purpose of performing its responsibilities under this contract. The Provider agrees that the use or disclosure of information concerning the County consumers for any purpose not directly related to the administration of this contract is prohibited.

### **Client Data Confidentiality**

By receiving client data in any form whatsoever from the County all parties to this agreement shall protect the confidentiality of said data as per the requirements of Ohio Administrative Code 5101:1-1-03, the regulations promulgated by the United States Department of Health and Human Services, the provisions of HIPAA, specifically 45 CFR 164.501, any amendments thereto, and as detailed below.

**Definition** - "Client data" is any information that is, or can be, related to an individual client including all personal health information (PHI) as defined at 45 CFR 164.501.

**Permitted Uses and Disclosures** - The Provider and its agents and subcontractors shall not use or disclose client data except as specifically stated in this agreement.

**Safeguards** - The Provider shall use appropriate safeguards to protect against use or disclosure not provided for in this agreement.

**Reporting of Disclosure** - The Provider shall promptly report to the County any knowledge of uses or disclosures of client data that are not in accordance with this Agreement or applicable law. In addition, Provider shall mitigate any adverse effects of such a breach to the extent possible.

**Agents and Subcontractors** - The Provider ensures that all its agents and subcontractors that receive client data from or on behalf of the County agree to the same restrictions and conditions that apply to Provider with respect to the use or disclosure of the client data.

**Accessibility of Information** - The Provider shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for disclosures with respect to client data pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.154 and 164.528 and any amendments thereto.

**Amendments of Information** - The Provider shall make client data available to the County in order for the county to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the County, incorporate any amendments into the



information held by the Provider and ensure incorporation of any such amendments into information held by its agents or subcontractors.

**Disclosure** – The Provider shall make available its internal practices, books and records relating to use and disclosure of client data received from the County, or created or received by the Provider on behalf of the County, to the County and to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining the County's compliance with HIPAA and the regulations promulgated by the U.S. Department of Health and Human Services and any amendments thereto.

**Material Breach** - In the event of a material breach of Provider's obligation under this section, the County may at its option terminate this agreement. Termination of this agreement shall not effect any provision of this agreement which, by its wording or its nature, is intended to remain effective and to continue to operate in the event of termination.

**Return or Destruction of Information** - Upon termination of this Agreement, the Provider, at the County's option, shall return to the County, or destroy, all client data in its possession, and keep no copies of the information except as requested by the Agency or required by law. If Provider or its agents or subcontractors destroy any client data then the Provider will provide to the County documentation evidencing such destruction. Any client data maintained by Provider shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

## **XXIII. AUDIT RESPONSIBILITY**

### **OMB Circular A-133**

The Provider acknowledges that they are a subrecipient as defined in Office of Management and Budget (OMB) Circular A-133; Subject: Audits of States, Local Governments and Non-Profit Organizations.

The Provider agrees to comply with all relevant requirements of OMB Circular A-133 and is advised that a full text copy of the circular is available at [www.whitehouse.gov/omb/](http://www.whitehouse.gov/omb/)

The Provider further acknowledges responsibility for obtaining an annual single or program specific external audit, to include an assessment of the degree of compliance with the requirements contained in OMB Circular A-133 for Federal funding in excess of \$500,000.00 in a fiscal year.

The Provider agrees to provide a copy of this audit to the County each year within 30 days of receipt.

The County reserves the right to withhold payment of the final contract invoice, or subsequent invoices in the event of a contract amendment, pending receipt of the annual audit.

The Provider acknowledges that they are subject to subrecipient monitoring, as defined in OMB Circular A-133 and as implemented by the Ohio Department of Jobs and

Family Services (ODJFS) OAC Rule: 5101:9-1-88; Subject: Subrecipient Annual Risk Assessment Review and Subrecipient Monitoring Process.  
These monitoring activities include, but are not limited to:

- An annual risk assessment to ensure that resources and personnel are used effectively.
- An on-site or desk review of Provider records to:
  - Verify that services being provided are within the scope of the funding being received and that the Provider has an effective means to determine recipients are eligible for services being provided.
  - Provide reasonable assurance that the cost of goods, services and property are allowable and that expenditures appear to be within the budget submitted.
  - Provide reasonable assurance that the Provider has acquired goods and services in accordance with applicable local, state and federal regulations.
  - Provide reasonable assurance that reports are supported by underlying accounting or performance records and are submitted in accordance with provisions of the contract.
  - Ensure that, when applicable, appropriate cash management practices are in place; that program income is correctly earned, recorded and used; and that required audits are obtained and the Provider is in compliance with any resulting corrective action plan.

### **Other Audits and Reviews**

The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception or finding resulting from any appropriate federal, state or local audit or review related to the provisions of this contract.

Audits and reviews will be conducted using a "sampling" method. Depending on the type of audit or review conducted, the areas to be reviewed using the sample method may include but are not limited to; months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.

The Provider agrees to repay the County amounts due that result from any audit or review finding with monetary implications contained in an audit or review conducted by any appropriate federal, state or local government entity.

The Provider agrees to repay the County the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims.

When an overpayment is identified and the overpayment cannot be repaid in one month, the Provider will be required and hereby agrees to sign a Repayment of Funds Agreement. The Provider recognizes and agrees that the County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract. If payments are not made according to the agreed upon terms, future checks will be held until the repayment of funds is current. Checks held more than 60 days will be canceled and will not be reissued.

The County also reserves the right to not increase the rate(s) of payment or the overall contract amount for services purchased under this contract if there is any outstanding or unresolved issue related to an audit finding.

The County may allow a change in the terms of the Repayment of Funds Agreement. Any change will require a formal amendment to the Repayment of Funds Agreement that must be signed by all parties. An amendment to the Repayment of Funds Agreement may also be processed if any additional changes or issues develop or need to be addressed.

#### **Other Deliverables**

Within 30 days of receipt, the Provider agrees to give the County a copy of Provider's annual independent audit report and any associated management letters.

#### **XXIV. WARRANTY**

The Provider warrants that its services and/or goods shall be performed and/or provided in a professional manner in accordance with applicable professional standards.

#### **XXV. ACTS OF GOD**

If by reason of Acts of God, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect the County's property or employees which are necessary to the Provider's ability to perform.

The term "Acts of God" as used herein shall mean without limitation: strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

The Provider shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control that which prevents the Provider from carrying out its obligations contained herein.

#### **XXVI. COORDINATION**

The Provider will advise the County of any significant fund raising campaigns

contemplated by the Provider within Cuyahoga County for supplementary operating or capital funds during the term of this contract so that the same may be coordinated with any planned promotion of public or private funds by the County for the benefit of this and other agencies within the community.

**XXVII. LEGAL ACTION**

Any legal action brought pursuant to the contract will be filed in the state courts located in Cuyahoga County, Ohio and Ohio law will apply.

**XXVIII. CHILD SUPPORT ENFORCEMENT**

The Provider agrees to cooperate with the County, ODJFS and any other Child Support Enforcement Agency in ensuring that the Provider's employees meet child support obligations established under state law. Further, by executing this contract, the Provider certifies present and future compliance with any order for the withholding of child support payments that are issued pursuant to Sections 3113.21 and 3113.214 of the Ohio Revised Code.

**XXIX. PUBLIC RECORDS**

Subject to Article XXII Confidentiality, this contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio Law, the County shall make available the contract and all public records generated as a result of this contract.

By entering into this contract, the Provider acknowledges and understands that records maintained by the Provider pursuant to this contract may be deemed public record and subject to disclosure under Ohio law. Provider shall comply with the Ohio public records law.

**XXX. DRUG-FREE WORKPLACE**

The Provider certifies and affirms that the Provider will comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**XXXI. AMENDMENTS**

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original contract.

**XXXII. WAIVER**

Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition.

**XXXIII. PROVIDER SOLICITATION OF COUNTY EMPLOYEES**

The Provider warrants that for one (1) calendar year from the beginning date of this contract with the County, the Provider and its employees will not solicit the County's employees to work for the Provider. The term Provider includes all staff personnel.

**XXXIV. MAINTENANCE OF SERVICE**

The Provider certifies the services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the unit cost and that the level of service existing prior to the contract shall be maintained. The Provider further certifies that Federal funds will not be used to supplant non-federal funds for the same service.

**XXXV. GRIEVANCE PROCESS**

The Provider will notify the County in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this contract. The Provider shall submit any and all facts pertaining to the grievance and the resolution of the grievance to the program contact person.

The Provider will post their organizational grievance policy and procedure in a public or common area at each contracted site so all participants are aware of the process.

**XXXVI. PROPERTY OF THE OFFICE OF HEALTH & HUMAN SERVICES**

Any item produced under this contract or with funds provided under this contract, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Office of Health & Human Services, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. The Provider will not obtain copyright, patent, or other proprietary protection for the deliverables. The Provider will not include in any deliverable any copyrighted matter in the manner provided in this contract. The Provider agrees the deliverables will be made freely available to the general public unless the County determines, pursuant to state or federal law, that such materials are confidential.

**XXXVII. DEBARMENT AND SUSPENSION**


For contracts valued at greater than \$100,000.00, the County may not contract with Providers on the non-procurement portion of the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689.

By signing this contract, the Provider warrants that the Provider will immediately notify the County if the Provider is added to the List at any time during the life of this contract. Upon receipt of notice, the County will issue a termination notice in accordance with the terms of the contract. If the Provider fails to notify the County, then the County reserves the right to immediately suspend payment and terminate the contract.

By entering into this contract I agree on behalf of the contracting business to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date below written.

**CUYAHOGA COUNTY, OHIO**  
Edward FitzGerald, County Executive

BY: 2011-11-08 09:13:09  
  
Edward FitzGerald, County Executive

**NUEVA LUZ URBAN RESOURCE CENTER**

BY: Rev. Max Rodas  
  
Rev. Max Rodas

## EXHIBIT I

### STATEMENT OF WORK

The County agrees to enter into a contract with **Nueva Luz Urban Resource Center** hereinafter referred to as (Provider), for the period from **July 1, 2011** to **June 30, 2012** to implement the **Latino Fatherhood Outreach Services** program. This program will include case management, ex-offender outreach, cultural competency training, and social service brokering as described below.

#### I. Program Objectives

The Provider will enroll forty-two (**42**) individuals into the Latino Fatherhood Outreach Services program. It is expected that thirty one (**31**) will complete the program described in EXHIBIT I (Statement of Work) & EXHIBIT I-A (Provider Program Design).

#### II. Program Activities and Definitions

**Enrollment** is the activity of completing the eligibility application, including collecting and verifying all documentation and determining a participant eligible to participate in the program. Enrollment includes completion of an Individualized Service Plan (ISP) for each participant.

**Case Management** will be provided by the case manager and include weekly meetings with and phone calls to each participant to ensure they are following up with the goals established in the ISP. Evidence of case management will be included in the participant case file and may include documentation of participant contacts, one-on-one counseling, and social service brokerage.

**Support groups** are a series of 12-week, two-hour, closed group sessions which cover the topics that include: empowering fathers to be more present in the lives of their children; skills for obtaining and sustaining adequate employment; assessing and meeting one's own needs, including understanding and recognizing the impact of alcohol and drugs and seeking treatment when appropriate; and working with the mother of their children on effective co-parenting. The program will use the Siempre Papa curriculum developed by the National Fatherhood Initiative.

**Program Completion** is completion of the 12 week support group session. Evidence of program completion must be present in the participant case file and will include, at a minimum, signed attendance forms reflecting attended hours (a minimum of 75% of the scheduled hours) and pre-and post-test results.

#### III. Program Outcomes and Reporting

**Performance Outcomes** that will be used to measure program success includes, but may not be limited to:

- Number of participants enrolled
- Number of participants completing the program
- Number of participants demonstrating improved parenting
- Number of participants who obtain/retain employment

- Number of participants identified with a substance abuse issue who receive treatment

**The Provider** must submit to the County an activity report on a quarterly basis reflecting the program performance and outcomes. In addition, the Provider must submit a final report no later than July 31, 2012 summarizing the activity and services rendered by the program as well as program outcomes achieved.

#### **IV. Additional Requirements**

**The Provider** will maintain an individual case file on each participant.

**The Provider** must attend briefing meetings as needed to ensure continuity of service delivery and effective program management.

**The Provider** must maintain an accounting system and supporting fiscal records adequate to enable the County to audit and otherwise verify all payments made.



## EXHIBIT I-A

### PROGRAM DESIGN (Provider)

The Latino Fatherhood Outreach Services Program goal is to empower Latino Fathers to become the best fathers they can be for their children. This will be accomplished in tandem with the Cuyahoga County's Fathers Matter Initiative, by increasing job readiness skills, ability to obtain and sustain employment, and maximize participants' potential as fathers and co-parents to their children.

**Target Population:** The main target population for the Latino Fatherhood Outreach Services Program (LFOSP) is Latino fathers. In terms of outreach and recruitment, Nueva Luz Urban Resource Center (NLURC) will go to natural gathering places of the Latino community in the city of Cleveland. This includes the established Latino businesses, and Latino congregations. Nueva Luz is a member of the Hispanic Community Services Coalition, an association of 12 social services organizations which meet on a monthly basis promoting collaboration and partnership. This coalition provides an extensive network to promote this program. Two of the specific places where we have been recruiting for the last year are LifeSkills, an alternative high school on Madison Avenue and the Healthy Fathering Collaborative.

**Key Program Activities:** The key program activities for the LFOSP are:

1) Three, 12-week, two-hour, closed group sessions, which will cover topics that include fathers to be more present in the lives of their children, skills for obtaining and sustaining adequate employment, understanding of the impact of alcohol and drugs in the family setting and understanding child development. 2) Bilingual, bicultural case management to fathers participating in the 3 groups mentioned above. This case management will provide ongoing fathering skills, training programming, one-on-one counseling, and be a broker for unacculturated Latino fathers. Nueva Luz fatherhood program will use the *Siempre Papa* curriculum developed by the National Fatherhood Initiative.

**Case Management:** The case manager will do an intake with each father attending the group sessions and they will develop an Individualized Service Plan. The case manager will meet weekly with each Latino father as part of this intentional case management program. The case manager will also make phone calls to these Latino fathers to ensure that they are following up with the goals established in the ISP. The Latino fathers will also report concerning their progress in fathering in the group sessions.

## EXHIBIT II

### BUDGET

The County agrees to pay the Provider for the costs described below to the degree they are determined to be fair and reasonable for the implementation of the **Latino Fatherhood Outreach Services Program** for an amount not to exceed **\$45,000.00**.

- I. The County agrees to reimburse the Provider for the costs incurred for salaries and fringe benefits for the positions below in an amount not to exceed **\$32,175.27**

Director	\$ 23,887.00
Program Consultant	\$ 1,845.00
Program Supervisor	\$ 1,006.00
Fringe Benefits	\$ 5,437.27

To receive reimbursement for these costs, the Provider must submit an invoice detailing the actual expenses incurred during the billing month with the appropriate supporting documentation. The County anticipates that salaries and fringe benefits will be invoiced on an approximately equal basis each month.

- II. The County agrees to reimburse the Provider for enrollment in an amount not to exceed **\$2,924.88**

- A. To receive payment for enrollment, the Provider must submit an invoice which details the names and social security numbers of participants enrolled during the invoice period.
- B. Program enrollment payments will be made for participants who were enrolled by June 30, 2012.
- C. Reimbursement for enrollment is **\$69.64** per participant not to exceed **42** participants.

- III. The County agrees to reimburse the Provider for program completion in an amount not to exceed **\$9,899.85**.

- A. To receive payment for program completion, the Provider must submit an invoice which details the names and social security numbers of participants who completed the program during the invoice period, including completion of a **Program Completion Verification** (Attachment 4).
- B. Payments will be made for participants completing the program by June 30, 2012.
- C. Reimbursement for program completion is **\$319.35** per participant not to exceed **31** participants.

- IV. Payments will be made only once for each payment point for each participant through June 30, 2012.

- V. The Provider agrees that the services being contracted for are not available from the Provider on

a non-reimbursable basis for less than the unit rate and that the level of service to public assistance and food stamp recipients is guaranteed.

- VI. The Provider understands that failure to comply with these provisions may result in the Provider refunding any funds received from the County that were in violation of any provisions contained above.
- VII. For payment processing, an invoice must be submitted by the 15<sup>th</sup> of the month directly to:

Cuyahoga County Fatherhood Initiative  
1276 W. 3<sup>rd</sup> St., Suite 409  
Cleveland, Ohio 44113  
Attn: Aldonis Grimes, Fatherhood Coordinator  
Ph: (216) 698-2869; Fax (216) 443-7276  
Email: agrimes@cuyahogacounty.us.



## Program Completion Verification

### **PARTICIPANT INFORMATION**

Name: \_\_\_\_\_  
Last First MI

Social Security Number (last four digits): XXX-XX-\_\_\_\_\_

### **PROVIDER CONFIRMATION**

The above named participant has completed the Latino Fatherhood Outreach Services program curriculum having attended 75% of the scheduled hours of classroom activities.

\_\_\_\_\_  
Program Completion Date Provider's Signature Date



# NON-COLLUSION AFFIDAVIT

(THIS AFFIDAVIT MUST BE EXECUTED FOR THIS BID TO BE CONSIDERED)

RFP # \_\_\_\_\_

STATE OF OHIO )  
 ) SS.  
COUNTY OF CUYAHOGA )

Max H. Rodas being first duly sworn, deposes  
and says that he/she is  
Executive Director  
(sole owner, partner, president, etc.)

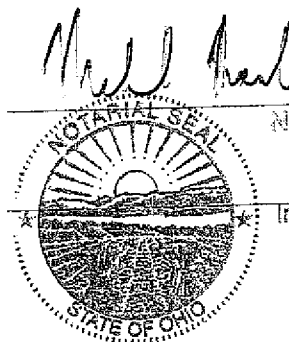
making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the County of Cuyahoga or any persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted this bid; or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

[Signature]  
AFFIANT

Sworn to and subscribed before me this 16th day of May 2011

(SEAL)

My commission expires:



NOTARY PUBLIC

MICHAEL MACK  
Notary Public

In and for the State of Ohio  
My Commission Expires  
April 6, 2014