

**CUYAHOGA COUNTY
DIVISION OF CHILDREN AND FAMILY SERVICES
CONTRACT FOR FAMILY TO FAMILY NEIGHBORHOOD SYSTEM OF CARE**

THIS Contract made and entered into this 1st day of April, 2012 by and between Cuyahoga County, Ohio on behalf of the Cuyahoga County Division of Children and Family Services, a political subdivision of the State of Ohio (hereinafter referred to as "County" or "CFS") and **University Settlement, Incorporated** doing business at **4800 Broadway Ave. Cleveland, Ohio 44127**, a private, not for profit entity, which provides neighborhood system of care services (hereinafter referred to as the "Provider").

WITNESSTH

WHEREAS, CFS is charged under Ohio Revised Code Chapter 5153 with the responsibility of the administration of child welfare, subject to the rules and standards of the Ohio Department of Jobs and Services (ODJFS); and

WHEREAS, CFS is charged under Ohio Revised Code Chapter 5153 with entering into agreements, within or outside the county or state, to provide care which the Department determines is in the best interest of any child determined to be in need of services; and

WHEREAS, the Provider is engaged in furnishing neighborhood system of care services in the communities in Cuyahoga County where children and their caregivers originally reside or are currently placed.

WHEREAS, Cuyahoga County issued a Request for Proposal #RQ21241 and provider was selected through that process.

WHEREAS, CFS wishes to purchase such services from the Provider.

NOW, THEREFORE, in consideration of the mutual undertakings and agreement hereinafter set forth, CFS and the Provider agree as follows:

1. PURCHASE OF SERVICES

A. Subject to terms and conditions set forth in this contract, CFS agrees to purchase and the Provider agrees to furnish Neighborhood Family to Family System of Care Services for the purpose of securing family support, advocacy, case management and wrap-around services for birth, kinship care-givers, foster/adoptive parents and young adults who have aged-out of the public child welfare system. The purpose is to secure family services for children who are the responsibility of CFS or at-risk of involvement with CFS. The Provider will cover the following service areas:

GLENVILLE
Glenville
Bratenahl
Forest Hills
North Collinwood
Saint Clair

WEST SIDE
Brooklyn Center
Clark Fulton
Old Brooklyn
Riverside
Cudell
Ohio City
Jefferson
West Boulevard
Detroit-Shoreway
Stockyards
Tremont
Puritas/Longmere
Kamms Corner
Fairview Park
Westlake
Rocky River
Bay Village
Edgewater
Edgewater (Downtown-Central)

EUCLID
Euclid
Euclid Green
Gates Mills
Highland Hts.
Lyndhurst
Richmond Hts.
South Euclid
Mayfield Hts.
Mayfield Village

CENTRAL
Central
Downtown

BROADWAY
N. Broadway
S. Broadway
Cuyahoga Hts.
Newburgh Hts.

HOUGH
Hough
Goodrich-Kirtland
Chagrin Falls Village

MT. PLEASANT
Mt. Pleasant
Buckeye Shaker
Corlett
Glenwillow

EAST CLEVELAND
East Cleveland
South Collinwood

FAIRFAX/UNION/MILES
Fairfax
Union Miles Park
Woodland Hills
Kinsman (Garden Valley)

HARVARD
Lee-Miles
Bedford

Bedford Hts.
Warrensville Hts.
Warrensville Township
North Randall
Solon

PARMA
Parma
Middleburg Hts.
Berea
Brookpark
Linndale
Brooklyn
Brooklyn Hts.
Independence
Olmsted Township
North Olmsted
Olmsted Falls
Strongsville
North Royalton
Broadview Hts.
Brecksville
Parma Hts.
Seven Hills
Industrial Valley

LAKEWOOD
Lakewood

GARFIELD
Garfield Hts.
Maple Hts.
Valley View
Walton Hills
Oakwood

CLEVELAND HTS.
Cleveland Hts.
Hunting Valley

University Circle
University Hts.
Shaker
Beachwood
Orange
Pepper Pike
Woodmere
Woodland Hills

B. If the Provider chooses to sub-contract with another agency to effectively service the entire assigned service area the sub-contractor must be identified and the specifics of how that community/neighborhood or suburb will be serviced MUST be clearly identified. The selection of the sub-contractor, and terms of the contract, requires approval by CFS. Please note for a variety of reasons service areas may be changed at the sole discretion of CFS, without contract amendment.

C. Each Provider will be expected to have systems in place to send and receive information; a fax machine, a telephone access system to daily reach staff for team decision meetings and computers with email and internet access for all Lead Agency Collaborative Staff assigned to this project. One staff person will have a blackberry to receive email notification for Safety Conferences.

D. The lead agency director will meet with their geographically assigned CFS Senior Manager at least quarterly to strengthen the partnership, overcome barriers, address any mutual concerns and strategize on new initiatives or practice issues that the community and CFS view as emerging trends.

E. The Lead Agency Director and Family to Family Supervisor will attend a quarterly meeting with the CFS Deputy Director and Family to Family Senior Manager to provide feedback around programs, functioning and any operational issues and concerns.

Collaborative services to CFS clients and staff are to take precedence over services provided to any other entity or initiative the collaborative staff is involved with.

2. **CONTRACT**

A. This Contract will be effective for a twenty-four (24) month period, beginning April 1, 2012 through March 31, 2014. The total amount of the contract for the two year period is \$640,928.00. For purposes of this contract, each year will be from April 1 to March 31 of the following year. The contract amount for the period of April 1, 2012 to March 31, 2013 cannot exceed \$320,464.00. The contract amount for the

period of April 1, 2013 to March 31, 2014 cannot exceed \$320,464.00. These amounts establish the "maximum dollar amount" that can be expended for that particular year. A provider cannot expend amounts greater than the maximum dollar amount allotted for the particular year, April 1 to March 31. CFS will not reimburse provider for amounts expended in excess of the maximum dollar amount for the particular year, April 1 to March 31.

B Other Terms

1. Nothing in this Contract shall be construed as a guarantee by CFS that it will make any referrals to the Provider or make referrals at a level that would result in the Provider earning the Maximum Dollar Amount. CFS will pay Provider for, and Provider shall be entitled to receive payment for, services actually purchased by CFS. The amount of such payments will be determined according to the rates for such services as set forth herein.
2. The parties do not contemplate that the dollar amount for each calendar year of the Contract may be increased during the contract period.
3. If the contract funds established for each calendar year are exhausted prior to the end of that calendar year, then, Provider will continue to provide all services at the Provider's own expense until the expiration of that calendar year.
4. Amendment to Contract Amount: CFS reserves the right to unilaterally amend the maximum contract amount should it determine that the maximum contract amount will not be expended during the contract period based on CFS's quarterly projections. CFS will give notice of 21 days to the Provider advising of the proposed amendment before seeking a Cuyahoga County, Ohio resolution. The purpose of the 21 day notice is to give the parties affected a period of time to discuss the proposed adjustment or amendment.
5. Waiver: The Provider expressly waives its signature and approval of the contract amendment submitted to Cuyahoga County, Ohio permitting the adjustment/amendment, based on the information provided in the 21 day notice referenced in section 2.B.4.
6. The maximum dollar amount for the contract for the particular year specified in Section 2.A, above, is the maximum liability of CFS for services delivered under this contract for the designated time period.

3. COST AND DELIVERY OF PURCHASED SERVICES

- A. The PROVIDER shall furnish to the CFS by the fifteenth (15th) day after the end of each month, a monthly invoice describing expenditures of funds for the previous month.
- B. The invoice shall be on the form which is identified as Attachment A.
- C. PROVIDER Claims: The PROVIDER warrants that claims made to the CFS for payment of services provided shall be for actual services rendered to eligible individuals and, as outlined in this contract, and do not duplicate claims made by the PROVIDER to other sources of public or private funds for the same service.
- D. The maximum amount of administrative/ operating cost that can be charged to the Contract is 18% of the total maximum dollar amount of the Contract. This is defined as the cost necessary for operation but not directly associated with providing a service. Items to be included are rent/ Occupancy, utilities, telephone, maintenance / repair, and security. These administrative/ operating costs are to be billed in equal monthly installments throughout the contract period.
- E. No less than \$15,000 for each identified April 1 to March 31 time period (\$30,000 for the entire term of the contract) must be allotted to the direct service budget. For purposes of this contract, direct service includes wrap-around funds, prevention work, teen aging out, foster care recruitment, cluster support, and kinship care support.
- F. Provider must submit monthly invoices per section 3.A. CFS will not compensate PROVIDER for additional expenses submitted to CFS sixty (60) or more days after the last day of the month in which the expense was incurred, absent specific written approval from CFS. "Additional expenses" includes expenditures which were previously denied by CFS or expenses which were omitted from a previously submitted invoice.
- G. One time expenditures in excess of \$1,000.00 per family must be pre-approved by CFS. The Provider shall use the "Request for Funds" form, attachment B, to obtain the prior approval of CFS.

4. DELIVERABLES

A. Implement services for Families

1. Service to Families

Advocate, provide service, and support for a minimum of 300 **families per year**, promoting safety, permanency and child well-being. The families will include biological parents, kinship caregivers, foster/adoptive parents, children/teens and

young adults who have aged-out or at risk of aging out of the public child welfare system. These families may have open cases, closed cases or the need to prevent involvement with CFS or other child-serving agencies. **CFS active cases are a priority.** The approach to care and services should meet the needs of the children and families in the communities where they reside. For example, assist sibling groups in maintaining familial relationships through advocacy at staffings and other family meetings, facilitating and supporting visitation.

The Provider will service the specific needs of families involved with or at-risk of involvement with CFS through a network of community and public agencies utilizing crises intervention, case management, home visits, emergency assistance, advocacy and the wraparound process all employing formal and informal supports.

If the service of choice for the family is wraparound, the Provider will assist families with development of an Individual Wraparound Plan (IWP). The Provider shall maintain the original IWP in its files. The original IWP shall be made available to CFS, upon request, for review. The IWP should compliment the CFS case plan, if applicable. Wrap services should be coordinated with other system requirements faced by the family. Convene individual family meetings, assisting the family in developing their team and other services consistent with a high-fidelity model based on the National Wraparound Initiative. Training and coaching will be provided in partnership with Tapestry System of Care.

2. Collaborative Network

Maintain and expand a collaborative network of neighborhood/community-based services, schools, health organizations, civic entities, religious institutions, treatment facilities, foster parents and residents to meet the varied needs of children and their families. The collaborative network should be used to develop community resources to identify families for children/teens needing permanency and permanent connections.

3. Family Meeting

Attend and advocate for families at family meetings that are outlined in the RFP for which notification has been provided by CFS. **Attendance at safety conferences are the priority.** Community partners or designees attending staffings/SAR's are to be trained by designated CFS staff on the process.

- a) **Safety conferences** are the first priority. These meetings will be attended at a rate of 75% of the safety conferences notified. No less than a total of 30 meetings per month will be attended by Provider staff or a community representative on behalf of Provider. If not

notified of 30 Initial Custody staffings Provider staff will attend meetings outlined in the RFP until a minimum of 30 meetings is reached.

- b) The Provider will be notified of staffings via email, if a staffing is scheduled at short notice every attempt will be made to follow-up with a phone call. A point person should be designated by Provider to receive the daily requests for staffings. **One staff person shall have a communication device that receives emails for daily notifications of staffings such as a Blackberry, or other smart phone device. The number of emails received from CFS will be verified during the monitoring visits.** Cell phones are also required to maintain rapid contact between the Provider's staff, CFS and families. A communications system is defined as access to a combination of telephone, FAX, cell phone, (at least one with internet capability) and computers with internet/email for all lead agency collaborative staff assigned to this project.

If the Provider is invited to attend other family meetings and there is a scheduling conflict between notified family meetings, then the meetings should be prioritized for staff attendance as follows:

- (1). Safety Conferences; (2). Family Team Meetings,
- (3). Reunification Staffings, (4). Placement Preservation Staffings (5). Semi-Annual Reviews as requested and
- (6). Permanency Planning Meetings as requested. Meeting attendance will be in conjunction with the CFS social worker, to review the safety risk to children and result in the referral and support of families obtaining the most appropriate services and resources.

B. Recruitment, Adoption and Permanency

Recruitment is not limited to identifying families, it also entails the concept of development and supports to foster/adoptive/kinship parents (aka resource parents) focusing on permanency to complete the cycle of recruitment. Recruitment will be in partnership with CFS. The Provider will jointly plan with CFS a total of three community informational events per each year of the contract and a total of three recruitment events per each year of the contract. The Providers can use foster ware parties as a strategy for recruitment. The recruitment messaging and efforts will change with the needs of the children/youth in care. The current need is for foster/adoptive families for our teens and sibling groups.

1. "Neighborhood-based recruitment" is defined as recruiting foster/adoptive

homes in the community from which children are removed from their primary families. Recruitment events are those events dedicated to looking for foster/adoptive families and are publicized as such. Recruitment will continue in partnership with CFS. The provider will create, with the help of CFS, a recruitment plan in writing to be submitted by June 1st at the beginning of each contract period. The Provider will create a consistent recruitment message focusing on the need of the children/youth in care. Please note that the recruitment messaging and efforts will change with the needs of the children/youth in care. The current need is for foster/adoptive families for our teens and sibling groups.

2. The Provider is required to attend Recruitment Management Team Meetings held quarterly with CFS. At this time, they will have the opportunity to discuss the recruitment plan goals and progress. Providers will also participate in scheduled learning communities in collaboration with CFS to review rules, policies and procedures as well as recruitment issues.
3. Providers are expected to engage existing licensed/approved families from their neighborhoods in recruitment efforts. A Community Informational meeting is a meeting hosted in the community by a neighborhood partner. The purpose of the meeting is to provide information about Family to Family services, foster care, and adoption. The goal of these meetings is to provide accurate information and a clearer understanding of what occurs in the process to become a licensed foster/adoptive family. The meeting will also educate participants about the needs for our children waiting to be placed in a loving, stable family. These meetings are intended to be an “introduction” to the process and occur before a family would attend the Pre-Service Orientation Training. The purpose of the meeting is to assist interested persons in making a commitment to follow through with the Pre-Service Training. Our goal is for the Provider to take the lead in addressing the need for neighborhood-based foster care with community residents which includes showcasing the waiting children. CFS staff will assist in answering questions regarding the licensure process.
4. A foster-ware party is an informal get together with at least two or more selected friends/families identified as good candidates to be a foster/adoptive family. Good candidates are those persons who are currently not licensed or approved foster/adoptive parents but are able to meet the qualifications to do so. The foster-ware or adopt-a ware parties are designed to learn more about Family to Family and becoming a foster/adoptive family. These parties are a wonderful targeted recruitment event. CFS will send out the invitations, provide support to the Provider and host of the foster/adoptive family. The party is typically hosted in the home of a current foster/adoptive parent, at a

community center, church or donated space for the event. Some of our recent foster-ware parties have used space at the neighborhood partners with a guest list developed by foster/adoptive parents as a collaborative effort. Please note: this is an example of engaging current foster/adoptive families in the recruitment effort. The Provider shall work with the Adoption staff to partner on innovative ideas for Adoption Mixers and other permanency options such as the Permanency Pact from The Foster Club Organization.

3. Support neighborhood parents and families in the foster/adoptive home-study process:

- a. Help families navigate the home-study process. Provider staff will possess a “working knowledge” of the home-study process/licensure to serve as a resource for foster and adoptive families in their community who are going through the home-study process including pre-service training, home-study, pre-placement and post-placement periods.
- b. Provider staff will participate in pre-service training rotation informing participants of county-wide and neighborhood-specific services on an ongoing basis throughout each year. CFS will provide a schedule for the rotation of meeting attendance. Please note that it makes a tremendous difference to have the Provider staff present during pre service especially session # 2, Team Building. The personal touch works so much better than a brochure. (Provider staff who have not previously attended and all new staff will attend and complete a round of pre-service training and foster parent 101 within the first year of employment)
- c. Utilizing the list of pre-service applicants that is routinely forwarded to the System of Care supervisors; communicate by mail or phone with identified community families going through the home-study process. Offer support and linkage to community resources, if appropriate, for families involved in pre-service and home-study process.
- d. Assist finding or providing assistance in over-coming barriers to licensure such as minor housing violations.
- e. Training related to the home study process will be provided. Provider staff who have not previously attended and all new staff will attend and complete a round of pre-service training and “Foster Parent 101” within the first year of employment.

4. Foster Parent Cluster Meetings

The Provider will support the foster/kinship parent cluster group in sharing information, developing recreational activities, mailings and problem solving individual foster/kinship parent and cluster barriers/issues with CFS and other child-serving agencies. The Provider should continuously update foster families on available resources in the neighborhood.

- a. The Provider will furnish child care during meetings for and host monthly foster parent cluster meetings. During foster parent cluster meetings, a separate space will be provided for child-care, staffed by approved persons identified by the Provider. Our goal for all of the children that attend these meetings is that they do some type of constructive activity that enriches their lives; (play, dance, reading, storytelling, movies, discussion, show and tell, exercise, music, arts and crafts). It is critical that age appropriate activities be encouraged and developed to assist the children's growth in the four developmental domains of social, emotional, physical, and cognitive development.

Space for childcare:

- Quiet area for school-age children to do their homework, read, have discussion with staff and each other
- Access to TV/VCR, tape players, DVD access, large blank wall space, tables, chairs
- Access to restrooms, water, and their caregivers
- Storage space for art material, TV,VCR, DVD, toys, books and crafts
- Access to a first aid kit for each cluster
- Identified staff that is available just for childcare purposes

- b. The chosen location for meetings provides the following:

- Well lit, safe parking area
- Comfortable area that is handicapped accessible
- Place where food can be served

- Allow for child care to happen in a designated area
- Tables and chairs, available with easy access to restrooms, water, and a telephone
- Storage space to store cluster materials, books, TV, VCR, DVD, tapes, child care materials and toys
- Meeting room should have outlets for TV/VCR/DVD hookups and three prong outlets for laptops (power point presentations)
- Access to emergency escapes

The Provider may choose to employ a trained child-care person who has been approved through background checks if Provider staff cannot supervise children during cluster meetings.

Child Care Staff shall:

- Be familiar with age appropriate activities
- Pass out refreshments, assist school-age children with homework, play, read, and conduct arts and crafts activities with children
- Will report to CFS via the Hotline (696-kids) any concerns of neglect and or abuse

Each cluster shall meet monthly for 10 sessions a year. The groups break two months out of the year. The break schedule is determined by the cluster co-facilitators.

C. SERVICES TO YOUNG ADULTS

1. For teens that have aged out or are at risk of “aging out” of the CFS system without community support, the Provider will assist with their Independent Living Goals. These youth need a permanent parenting relationship, permanent extended family connections and comprehensive life skills, supports and services. They will need support in the areas of education, employment, finances, housing, positive adult connections and additional services for their overall well-being. The following are examples of specific supports that should be provided through the collaborative network:
 - Career preparation and assistance with Independent Living Goals

- Assistance with GED completion and other educational goals.
- Submission of college applications.
- Job coaching/placement.
- Assistance with securing housing.
- Assistance with securing medical coverage.
- Provision of “care packages” at times of need & importance i.e. for birthdays, final exams, armed force duty etc.
- Provide assistance in time of need; an emergency “safety net”, i.e. bus fare, food until the end of the month, pampers, formula etc.
- A home for the holidays for college students with no home base.
- Helping the young adult to identify, access and engage appropriate resources and supports within his or her community.
- Develop positive adult connections

D. VISITATION

Visits should occur in the least restrictive setting consistent with the goals of the case plan for the children involved, while considering the level of supervision needed to insure each child’s safety. Provider will partner with CFS to coordinate family visits and be available for monitoring of the visits. The level of monitoring supervision in conjunction with the needs of the family will be evaluated and decided on a case by case basis.

1. Provide space at the Provider’s facility or designated collaborative sites for family visitation.
2. Space must be specifically designated as family and child friendly visitation space with a minimum of distractions to private family interaction.
3. Educational games and toys should be provided.
4. All sites will utilize the CFS visitation log.
5. Provider staff will ensure that the family has case specific guidelines for visitation from their worker.
6. Each site will have CFS agency visitation handbooks as well as their own visitation guidelines, and will provide these to visiting families.

7. Provider will document ongoing efforts to establish partnership agreements with new visitation sites in the neighborhood for evening and weekend visitation events.

E. COMMUNITY RESOURCE GUIDE

Produce and or update the community resource guide at a minimum: once in every two-year contract period. In addition to hard copies of the resource guide, Provider will provide an electronic copy to add to the County's web site. The Provider will supply a directory of collaborative members, including contact names, telephone numbers, and the services they provide. This information is for distribution to CFS staff and the community.

5. MONITORING, EVALUATION AND DOCUMENTATION

A. Programmatic Monitoring: CFS will monitor the contract for programmatic and fiscal compliance, which may include that referenced within Ohio Administrative Code 5101:2-47-23.1. Monitoring by CFS will take place three times per year or as often as needed utilizing a standard monitoring format. The Provider will receive a monitoring checklist in advance to be better prepared for the site visit. The checklist will also be used to sign-off and confirm agreements on any items that are outstanding from the site visit. These items must be provided in the two week period following the site visit.

B. Fiscal Monitoring: CFS will conduct fiscal monitoring four times per year or as often as needed utilizing a standard monitoring format. The fiscal monitoring is a confirmation of expenses previously billed in the monitoring period. The documentation necessary will include, but is not limited to, general ledger(s) that includes all family to family expenditures, payroll register(s), a list of staff names and positions, canceled checks, receipts, invoices, and other financial documents as may be requested. The Provider will receive a checklist in advance to be better prepared for the site visit. The checklist will also be used to sign-off and confirm agreements on any items that are outstanding from the site visit. These items must be provided in the two week period following the site visit.

C. Monthly Progress Report: The Provider will send electronically a monthly progress report on all service activities. This monthly progress report is due on the 10th of the following month. A copy of the monthly progress report will be provided to the Family to Family Senior Manager and also to the assigned CFS geographical Senior Manager.

D. Budget: Provider will prepare a two year budget. Provider's budget is to anticipate expenditures in various line items. CFS must review and approve the budget. The approved budget may be attached to the signed Contract. Once the budget is approved by CFS, the amount dedicated to each budget line item become fixed; monies are not to

be moved in an approved budget line item without prior written approval from CFS. The Provider shall use the "Request for Budget Adjustment" form, which is identified as attachment C to this Contract.

E. Annual Report: An annual year-end report shall be delivered to CFS by April 30, 2013 for contract year 2012 and April 30, 2014 for contract year 2013. The annual report shall include a narrative description of any and all barriers, successes and recommendations for improvements to be made in the public/private partnership as well as the outcomes on the deliverables.

F. Hours of Operation: Provide documentation of hours of operation and the location of sites to be used for family activities such as family meetings, family visits and collaborative meetings in the neighborhood. Hours of operation should include the hours during which wrap-around staff is available to families. Providing these contracted services requires non-traditional work hours for visitation, wrap, cluster meetings, etc.

G. Customer Satisfaction: Provide a description of the Collaborative plan and the documentation for measuring customer satisfaction.

All of the above stated information is to be forwarded to:
Cuyahoga County Division of Children and Family Services
c/o Family to Family Senior Manager
3955 Euclid Avenue
Cleveland, Ohio 44115

The Provider agrees to supply additional information, data and substantiating documentation as requested by CFS. The Provider agrees to conduct self-monitoring and self-evaluation. Self-evaluation will include a customer satisfaction survey by recipients of the service from the Provider (e.g., trainees, support/cluster groups, participants at orientations, etc.). At a minimum, a Provider must receive back surveys on at least 10% of the families served.

6. STAFFING REQUIREMENTS

- A.** The Provider agrees to an expenditure totaling the equivalent of four or five full time employees (FTE's) (40 hours per week @ 52 weeks a year). Apart from administrative expenses, at a minimum, the provider will maintain the staffing pattern of one Family to Family Manager/Coordinator/Supervisor, two or three Wraparound Specialists and one Family Information Resource Person. The staff will be dedicated 100% to this contract. Any deviation from this staffing pattern must be approved by CFS Administrative Staff, in writing, in advance. Any

additional funds beyond an equivalent of four FTE's will be used for wrap-around services for children and families. The Provider will also submit a listing of personnel hired/active to date, who are working under the Family to Family System of Care contract.

- B. The hiring process will be completed and all positions filled within 45 days of the contract execution. CFS Senior Manager or designee will participate in all hiring of collaborative staff. All staff vacancies which occur during the contract year should be filled within 45 days of the vacancy. The Family to Family Supervisor salary should be commensurate to a CFS Supervisor. The Wrap-Around Specialist salary should be commensurate to a CFS Social Worker III. The Family Information Resource Person should be commensurate to a Social Worker I or Social Worker III depending on education and experience. The total value of the contract may be reduced to recover the cost of vacancies which exceed beyond 45 days.
- C. The Provider and CFS staff will jointly participate in meetings as required to implement this contract (i.e. training, planning, monitoring, evaluation, and staffings). Involve all staff hired under this contract with wrap around training and coaching activities provided by Cuyahoga Tapestry System of Care to insure delivery of services consistent with high-fidelity adherence to the wrap-around service delivery model.
- D. Staff will be expected to complete a core curriculum on agency policy procedure and practices.
- E. BACKGROUND REVIEW: The Provider agrees to comply with O.R.C. 2151.86 and agrees that it will not hire or continue to employ or have under its administrative control, anyone who has been convicted of the offenses as described in Ohio Revised Code Section 2151.86 or related sections of the Ohio Administrative Code. The Provider must complete background checks on all persons involved with the Provider. Said persons include, but are not limited, to administration, paid and unpaid staff and volunteers. All record checks shall be available for inspection by CFS and the Ohio Department of Jobs and Family Services (ODJFS) to assure compliance.

7. **OTHER TERMS:**

- A. The Provider agrees that CFS will retain legal custody, protective services, and casework responsibility for all children serviced under this Contract.

- B.** CFS will retain authority regarding the placement of children with relatives or foster homes.
- C.** The Provider agrees that a state certified entity will be the certification, training, and monitoring agent for foster homes developed under this contract.
- D.** All decisions to make changes in placement reside with CFS.
- E.** CFS will be responsible, with consultation from the Provider for the development and implementation of the Case Plan. The Case Plan outlines team meetings, visitation plans, includes necessary information regarding the child's educational and health status, and all other services provided to the families. Changes in the Case Plan and amendments to the Case Plan such as modifications to the length of placement, reunification, or the extension of custody will be determined by CFS in consultation with the Provider. The final decision regarding these changes, however, resides with CFS and Juvenile Court.
- F.** The Provider agrees to abide by all laws and regulations regarding mandated reporting of child abuse, including but not limited to R.C. 2151.421.
- G.** All media inquiries will be responded to by CFS. In addition, CFS will:
 - a. Inform the Provider regarding inquiries from the media regarding specific children.
 - b. Inform Primary families and foster families who are serviced under this contract.
 - c. Coordinate these responses whenever possible with input from the Provider.

8. INVOICE

Invoices are to be forwarded to:
CFS
c/o Family to Family Senior Manager
3955 Euclid Avenue,
Cleveland, Ohio 44115

9. PAYMENT

CFS will review the submitted invoice for completeness. CFS reserves the right to request any additional information that CFS determines is necessary, before using best efforts to process payment within 30 days of verification of the invoice. All invoices submitted will be subject to a CFS audit and/or monitoring.

10. FINANCIAL RECORDS

The Provider will maintain financial records which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records will be subject at all reasonable times to inspection, review or audit by duly authorized CFS or ODJFS personnel. Provider shall maintain its financial records in a manner consistent with generally accepted auditing and accounting principles.

11. AVAILABILITY AND RETENTION OF RECORDS

The Provider will maintain and preserve all records related to this Contract in its possession, unless otherwise directed by the CFS, for a period of not less than five (5) years.

12. AUDIT

- A. The Provider agrees to submit annually the audited financial statement of the Provider under contract to be prepared by a Certified Public Accountant. Submittal of the audit to CFS will be within three months of the close of the Provider's fiscal year.
- B. The Provider agrees to follow ODFJS rules and requirements including Ohio Administrative Code 5101:2-47-23.1(B)(9) regarding financial reporting and audits in existence at the time of this contract and as modified during the term of this contract. While it is not anticipated that federal funding will be utilized as a funding source, provider agrees to follow the generally accepted accounting and auditing principles found in Ohio Administrative Code section 5101:2-47-23.1(B)(9).

13. RESPONSIBILITY FOR AUDIT EXCEPTIONS

- A. The Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception, caused by the Provider or audit by another entity.
- B. The Provider will be monitored CFS per section 5 of this Contract, as well as federal, state and county laws, regulations and ordinances, to determine contract and deliverables compliance. If CFS orders a repayment and/or a corrective action plan following a review, then CFS will issue Provider a letter describing the issue, the corrective action plan to be implemented and/or the amount to be repaid. The amount to be repaid may be offset against future payments of the Provider's invoices. The Provider can request a review of the contents of the letter to the Administrator of CFS (formerly known as Director) or her designee within 10 business days after receipt of the

letter. In such situations, the Provider and CFS will meet to discuss the situation. The Administrator or her designee shall make a final decision and issue a letter notifying Provider of the decision. Provider shall have 15 days from the date of the initial letter, or review letter, if a review was requested, to remit amounts owed or complete any other action required in the corrective action plan to the satisfaction of CFS.

14. CIVIL RIGHTS - COMPLIANCE WITH LAWS

Provider certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulation including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the American with Disabilities Act, the Age Discrimination Act of 1975, as amended, the Inter-Ethnic Act, Multi-Ethnic Placement Act (MEPA), the Adoption and Safe Families Act and any laws of the United States or State of Ohio which are applicable. All services and programs will be provided on a nondiscriminatory basis as required by federal, state and local civil rights laws, and the policies and procedures of ODJFS and the county.

This includes any and all federal and state regulations and rules, including but not limited to compliance with rules adopted during the time period of this contract. If the federal or state governments promulgate rules, amendments, of any kind or type, the parties agree that they will act, and the contract must be construed, as requiring acts in compliance with all laws and regulations. During the performance of this Contract, Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, handicap, political belief or place of birth. Provider will take affirmative action to ensure that all employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, age handicap, political belief or place of birth. Such action shall include, but is not limited to, employment upgrading, demotion or transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Multi-Ethnic Placement Act (MEPA), 42 U.S.C. 1996b prohibits the consideration of race, color or national origin in placement decisions, except under narrow circumstances. The Provider agrees that it will document decision making in written form to show the considerations used. The Provider will notify the Department immediately if the Provider deems it proper, under MEPA or state law, to consider race, color or national origin. The Provider agrees that placement will not occur, in those matters where the Provider has chosen to consider race, color or national origin, until it contacts the Department and completes all requirements of federal and state law.

Provider agrees not to establish or knowingly permit any such practice(s) of discrimination or segregation in reference to anything relating to this Contract, or in reference to any network members or subcontractors of Provider. That the provider will cooperate with federal, state, and/or local governmental officials assigned to investigate allegations of violations of law. This may include the United States Department of Health and Human Services and the ODJFS Bureau of Civil Rights.

Provider agrees to comply with applicable laws, regulations, directives or codes, issued by the United States government or agency, as well as the State of Ohio or state agency, as required per Ohio Administrative Code 5101:2-47-23.1(B)(8), which states, in pertinent part:

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee, unless the services or goods involved are provided at a competitive cost or under terms favorable to the provider.

The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-261(F) of the Ohio Administrative Code as it relates to this provision.

CONFLICT OF INTEREST POLICY

The Provider agrees to follow all ethics laws including those issued by Cuyahoga County.

15. INDEMNITY

- A.** Provider agrees that it will at all times indemnify and hold harmless CFS, which includes Cuyahoga County, Ohio, CFS, and any and all officers, agents, servants, or employees thereof against any and all liability, loss, damages, cost or expense which Cuyahoga County, Ohio may hereinafter sustain, incur, or be required to pay by reason of any child/family suffering personal injury, death, property loss, or damage either while participating in or receiving from Provider the purchased services.
- B.** Provider also agrees to release, indemnify and to hold harmless Cuyahoga County, Ohio, CFS, and any and all officers, agents, servants, or employees thereof, from any and all responsibility or liability for the Provider's failure to perform its duties and obligations under this Contract

- C. Provider agrees to provide documentation and maintain workers compensation insurance, insurance for automobiles, premises liability insurance and other insurance as outlined in the RFP.

16. MISCELLANEOUS-ENTIRE AGREEMENT -TERMS OF RFP

All terms and conditions of this Contract are embodied herein and in the Request for Proposal ("RFP") #RQ21241 issue date: November 21, 2011. The RFP is incorporated as if fully rewritten herein. Except for the monthly invoicing requirement, which replaced the prior practice of quarterly payments, the requirements of the RFP shall control over items which have not been specifically referenced in the contract. No other terms and conditions, except the RFP, will be considered a part of this Contract unless expressly agreed upon in writing and signed by both parties.

17. TERMINATION

- A. Either party may terminate this Contract by giving thirty (30) days written notice to the other party. The termination may be for any reason deemed appropriate by the party issuing the written notice.
- B. Cuyahoga County/CFS may suspend or terminate this Contract immediately by delivery of written notice to Provider for any of the following breaches of the contract: failure by Provider to maintain in effect all licenses required by law, failure by Provider to provide any of the services contracted for in the manner agreed upon or in accordance with the time provisions contained in this Contract; failure by Provider to maintain qualified staff in the numbers agreed upon in this Contract; failure by Provider to provide data according to the time frames established in this Contract, provide access to records in a timely manner or failure to submit to CFS any of the reports required by this Contract according to the time frames set forth in this Contract. The County/CFS may suspend or terminate this Contract immediately by delivery of written notice to Provider for any other reason deemed to be a material breach of the terms of this Contract whether or not such reason is specifically set forth herein.

18. CONSTRUCTION

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. If any portion of this Contract is found to be unenforceable due to statute, or administrative or judicial decision, the operation or enforceability of the unaffected balance of this Contract shall not be effected thereby.

19. NON- ASSIGNMENT

Provider shall not assign or transfer any interest in this Contract without the express written permission of the CFS and may subcontract for services only as expressly provided for in this Contract. The provisions of this section do not extend to contracts entered into between Provider and foster parents.

Any subcontract for services entered into by Provider with the approval of CFS shall be in writing and shall specifically require any subcontractor to comply with the terms of this Contract. CFS retains the right to review and approve all subcontracts entered into by Provider that relate to any service Provider is contractually required to furnish pursuant to the terms of this Contract.

20. STATUS OF PROVIDER

Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state municipal or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services purchased by County/CFS hereunder. Provider agrees that it is an independent contractor for all purposes including, but not exclusively limited to, the application of the Fair Labor Standards Act, the Federal Insurance Contribution Act, applicable provisions of the Internal Revenue Code, applicable provisions of Ohio Tax law, Workers Compensation Law and Unemployment Compensation Law.

21. ELECTRONIC SIGNATURE

BY ENTERING INTO THIS CONTRACT, PROVIDER AGREES ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. PROVIDER ALSO AGREES 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.

THEREFORE, the parties have entered into this Contract effective as of the day and year written above.

AGREED:

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

BY

Ed FitzGerald/apc

2012-04-26 15:02:24
Edward FitzGerald
County Executive

Date

PROVIDER:

Derrick Fulton

(Authorized Signature)

3.13.12

Date

DERICK FULTON EXECUTIVE DIRECTOR

Name (printed) and Title

3.13.12

Date