

**EMPLOYMENT & FAMILY SERVICES
PURCHASE OF SERVICE CONTRACT**

**WITH
EL BARRIO, INC.**

THIS CONTRACT made and entered into this _____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Employment & Family Services ("Agency") and **El Barrio, Inc.**, a nonprofit corporation with principal offices located at **5209 Detroit Avenue, Cleveland, Ohio 44102** (the "Provider").

I. TERM

This contract will be effective from **October 1, 2012 through September 30, 2013** 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 Agency's program needs, the Provider's performance, and the availability of funds.

The Provider is a vendor of a Federal Award from the Department of Health and Human Services, Refugee Social Services, CFDA number: 93.566. The Provider is aware that funding for the services under this contract will not be continued after September 30, 2013. Acknowledgment for funding this contract and its deadline is shown by the initials of the Provider on the line below.

Provider Representative Initials. *EB*

The total amount of the contract cannot exceed **\$157,873.00** 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 provide employment and refugee resettlement services for eligible refugees with barriers to employment 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 Agency 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 Agency with reports as requested. The Agency may exercise this right without a contract amendment. The Agency reserves the right to withhold payment until such time as the requested and/or required reports to the satisfaction of the Agency are received.

IV. BILLING AND PAYMENT

Billing and Payment – The Provider will submit an invoice following service, with accompanying reports to the Agency as outlined in the Exhibits and Attachments. The Agency 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 Agency shall not make invoice payments for any services invoiced later than 60 days after the end of the service month without prior Agency approval. The Agency 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 performance measures and outcomes as identified in the Statement of Work and the Program Design, utilization as defined in the contract budget, and compliance with the terms and conditions of the contract.

The Agency will determine the overall performance of contracted services and programs through monthly monitoring activities and the Comprehensive Program Assessment (CPA).

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

- Reviewing required reports and other submissions
- Reviewing required invoicing documentation and protocol
- Reviewing monthly activities such as referrals, discharges, and services provided
- Quality Improvement interventions needed to address and remedy issues discovered through the monitoring activities

The CPA consists of a series of coordinated activities designed to support, assess, and document program implementation, performance, and compliance. CPA activities may consist of, but are not limited to:

- Provider presentations and meetings to discuss program features, progress, adjustments, or other notable program results;
- Case File Reviews conducted by the Agency to ensure compliance with case file requirements and documentation of services rendered;
- Surveys and other methods to gauge participant feedback;
- Review of program outcomes; and
- Program enhancements and updates based on Agency feedback with regards to services and performance.

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.

The CPA and monitoring are on-going and evolving processes. The Agency reserves the right to modify the processes, activities, and products during the contract period in order to most effectively meet the monitoring and compliance needs of the Agency.

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 Job and Family Services (CDJFS), through Employment & Family Services (EFS), in accordance with the policies and procedures established by the Ohio Department of Job and Family Services (ODJFS) in Section 5101.80 of the Ohio Revised Code.

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 Agency at the end of the period for which funds are available. The Agency 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 Agency in the event this provision is exercised, and the Agency 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 Agency 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 Agency by the Provider shall be retained and made available by the Provider for audit by the Agency, 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 Agency, 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 any Agency officers, 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 an Agency or 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 Agency, and/or the County. Should a conflict of interest be discovered during the term of this contract, the Agency and/or 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 Agency.

The Provider may not subcontract any of the services agreed to in this contract without the express written consent of the Agency. 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; VENUE

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio in the state courts located in Cuyahoga County.

Applicable County Ordinances. All Contracts in which the County is a party, including this Contract, are subject to all applicable County Ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, the Cuyahoga County Inspector General Ordinance and the Cuyahoga County Contracting and Purchasing Procedures Ordinance. During the term of this contract, including any extensions, all parties shall remain in compliance with all applicable County Ordinances and may access copies of all County ordinances on the Cuyahoga County Council's website at <http://council.cuyahogacounty.us/>.

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

The notice should be sent to the attention of the Contract Manager at 1641 Payne Avenue, Room 510, Cleveland, Ohio 44114. The Agency 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 Agency.

Neither the Agency nor the County shall 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 Agency for damages sustained by virtue of any breach of the contract by the Provider. The Agency may withhold any compensation to the Provider for the purpose of off-set until such time as the amount of damages due the Agency 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 Agency, 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 Agency, officers, agents, employees and 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 Agency or 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 by the County. 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 the 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 Employment & Family Services, 1641 Payne Avenue, Room 510, Cleveland, Ohio 44114.

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 Agency and/or consumers of the Agency concerning the confidentiality of the Agency's consumers. The Provider understands that any access to the identities of any Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency such information as the Agency may require to fulfill the Agency’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 Agency in order for the Agency to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the Agency, 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 Agency, or created or received by the Provider on behalf of the Agency, to the Agency and to the Secretary of the U.S. Department of Health and Human Services for the purposes of

determining the Agency's compliance with HIPAA and the regulations promulgated by the U.S. Department of Health and Human services and any amendments thereto.

Portable Storage Devices- Inclusive to these terms are any form of client data stored on all portable/mobile devices (laptops/notebooks, any form of portable media, electronic communications, hard copy documentation, cell phones and PDAs) and non-portable storage and processing devices. The Provider must exercise appropriate safeguards to ensure confidentiality, integrity, and availability of all client data consistent with the Provider's Business Continuity and/or Risk Management plans and protocol. The Agency must be notified, immediately, upon breach of any portion of this section.

Material Breach - In the event of a material breach of Provider's obligation under this section, the Agency 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 Agency's option, shall return to the Agency, 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 Agency 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. BUSINESS CONTINUITY

The Provider shall maintain and make available to the Agency its Business Continuity Plan (BCP) relating to electronic files, application access, data back-up and computer/system equipment recovery due to a disaster or system failure. The BCP at a minimum should address:

- Recovery and restoration of critical systems and information within a specified time period after a disruption;
- Data Backup and restoration protocols in the event of a data loss;
- Hardware and systems restoration strategies; and
- Full and partial business restoration schedules.

XXIV. AUDIT RESPONSIBILITY

OMB Circular A-133

The Provider acknowledges that they are a vendor 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/

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 Agency each year within 30 days of receipt. The Agency 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 vendor program monitoring, as defined in OMB Circular A-133 and as implemented by the Ohio Department of Job 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 on-site or desk review of Provider records to:
 - Verify that services being provided are within the scope of the funding being received.
 - 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 may be applied to the entire audit period or other appropriate methods may be utilized.

The Provider agrees to repay the Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency a copy of Provider's annual independent audit report and any associated management letters.

XXV. 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.

XXVI. 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 Agency'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.

XXVII. COORDINATION

The Provider will advise the Agency 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 Agency for the benefit of this and other agencies within the community.

XXVIII. CHILD SUPPORT ENFORCEMENT

The Provider agrees to cooperate with the Agency, 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 Agency 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. TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, the Provider agrees to not discriminate in hiring and promoting against applicants for and participants in the Ohio Works Program. The Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party, which will be providing services, whether directly or indirectly, to the Agency's consumers.

XXXII. 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.

XXXIII. 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.

XXXIV. PROVIDER SOLICITATION OF AGENCY EMPLOYEES

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

XXXV. 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.

XXXVI. GRIEVANCE PROCESS

The Provider will notify the Agency 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.

XXXVII. PROPERTY OF EMPLOYMENT & FAMILY 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 Employment & Family 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 Agency determines, pursuant to state or federal law, that such materials are confidential.

XXXVIII. DEBARMENT AND SUSPENSION

For contracts valued at greater than \$100,000.00, the Agency 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 Agency if the Provider is added to the List at any time during the life of this contract. Upon receipt of notice, the Agency will issue a termination notice in accordance with the terms of the contract. If the Provider fails to notify the Agency, then the Agency reserves the right to immediately suspend payment and terminate the contract.

XXXIX. ELECTRONIC SIGNATURES

By entering into this Agreement El Barrio, Inc. agrees on behalf of 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. El Barrio, Inc. also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of the 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.

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive


BY:

2012-12-18 11:45:11


Edward FitzGerald, County Executive

EL BARRIO, INC.

BY:



10-24-12
Date

EXHIBIT I

STATEMENT OF WORK (Agency)

The Agency agrees to enter into a contract with **El Barrio, Inc.**, hereinafter referred to as Provider, for the period from **October 1, 2012** to **September 30, 2013** to operate an employment and refugee resettlement services program. The Provider agrees to provide job readiness, vocational education and training, acculturation, citizenship and naturalization, job search, job placement, and job retention services as described below for eligible refugees.

I. Program Objectives

The Provider will serve one hundred and fifty (**150**) refugees in partnership with US Together as described in EXHIBIT I (Statement of Work) & EXHIBIT I-A (Provider Program Design). Seventy-five (**75**) participants will achieve 30-day job retention, seventy (**70**) participants will achieve 90-day job retention, and sixty (**60**) participants will achieve 180-day job retention. Twenty-five (**25**) participants will complete vocational training.

II. Program Activities and Definitions

Assessment is the initial activity conducted by case managers from El barrio or its partner US Together at both east and west locations. The assessment includes English language proficiency exam, Work Readiness Maturity (CASAS) checklist, Work Readiness Assessment, Individual Employment Plan (IEP/SSEP), and Test of Adult Basic Education. Assessments are administered upon entry to the program and updated monthly or as needed to advance to the next level.

Participant Self-Sufficiency and Employability Plan (SSEP) is developed jointly by the case manager with the participant in a one-on-one session. The plan for employment is developed using the employability assessment results. The SSEP includes information required by the Ohio Administrative Code Chapter 5101:1-2-40.4(B) (2). The SSEP must contain the primary goal of obtaining employment in the shortest period of time in light of participants' skills and the local job market (Attachment 1). The SSEP is updated, at a minimum, monthly. The SSEP will be made available to the Agency for the purpose of case management.

English Language Proficiency includes three levels of instruction (basic, intermediate, and advanced). Basic and intermediate levels focus on English for Speakers of Other Languages (ESOL) with an embedded component of job readiness and job search. The advanced level participating refugees attend full job readiness instruction in English with native speakers. Additional assistance is provided for accent reduction, if necessary.

Job Readiness is a two week job preparation class provided full time in both English and Spanish with activities such as preparing a resume or job application, instructions in work place expectations, training in interviewing skills, effective job seeking, and life skills. Job

readiness includes Preparing for Work, Tools for Work, and the National Work Readiness Credential.

Community service and internships are incorporated into employment services. Participants will be referred to one of El Barrio's community partner sites for 4-8 weeks, to enhance work habits and practices, and expose them to actual employers. While assigned an internship, the El Barrio retention specialist will communicate weekly with the worksite supervisor to ensure participants are successful.

Vocational Training is short-term, credentialed, occupational skills training in customer service or housekeeping/environmental services.

Job Search is seeking employment and includes making contact with potential employers either by phone, internet, or in-person to learn and/or apply for job openings and interview for jobs. Job search participants have access to a ten station computer lab for online applications, career site registrations and online employment searches. Job search also includes attending on-site job fairs.

Job Retention is assistance provided to participants that will help them retain and/or advance in their employment by identifying and resolving workplace issues; providing supportive services necessary to maintain employment; and assisting participants in developing a strategy for job advancement. Job retention begins with an exit interview by the Career Consultant and updated IEP/SSEP identifying potential barriers to maintaining employment. Each working participant is contacted bi-weekly through phone calls, mailings, and job site visits. Clients receive recognition incentives at the 90 and 180 day benchmark.

Other allowable services activities include transportation assistance, health-related services, financial literacy (in languages of refugee origin), home management services, citizenship and integration services, emergency services, outreach, childcare, and skills recertification.

Program Completion is completion of the job readiness curriculum. 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 scheduled hours) and a completed resume. Additional evidence of program completion may include pre and post test results and/or certificate of completion.

Job Placement is defined as employer verified, unsubsidized, employment at a wage equal to or exceeding the state minimum wage. Participants must work a minimum of one full day or one full shift to achieve this benchmark.

30-Day Job Retention is defined as employer verified, unsubsidized, employment through thirty (30) days of employment with a wage equal to or exceeding the state minimum wage.

90-Day Job Retention is defined as employer verified, unsubsidized, employment through ninety (90) days of employment with a wage equal to or exceeding the state minimum wage.

180-Day Job Retention is defined as employer verified, unsubsidized, employment through one-hundred eighty (180) days of employment with a wage equal to or exceeding the state minimum wage.

Retention Milestones at sixty (60), ninety (90) and one hundred and eighty (180) days of employment may be achieved with multiple employers provided the gaps between employment episodes do not exceed thirty (30) calendar days.

Case Management is an activity which includes on-going, dynamic, multi-faceted interaction with participants from enrollment through 180 days of job retention. Case management should include at a minimum:

- an individual assessment
- a Participant Self-Sufficiency and Employability Plan (SSEP), updated monthly
- barrier identification/removal and referrals for services
- reassessment of participant goals and progress
- for Ohio Works First and Refugee Cash Assistance participants, regular and timely contact with the self-sufficiency coach regarding client progress and participation
- aggressive re-engagement efforts for no-shows, including documenting attempts to contact client and notification to the self-sufficiency coach (if applicable) of reengagement efforts
- maintaining updated case files including participant progress notes

III. Program Outcomes and Reporting

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

- Number advancing a level in ESOL
- Number completing job readiness curriculum
- Number completing vocational training by type
- Number achieving job placement
- Number achieving 30-day job retention
- Number achieving 90-day job retention
- Number employed on the 90th day following initial employment
- Number achieving 180-day job retention

The Provider must establish access to and utilize the RSS portal (State Refugee Social Services reporting tool) as a means to document the servicing resettlement agency, update demographic information, request RSS eligibility, indicate RSS services provided under the terms of this contract, indicate the participation and completion of those services, and report refugee employment episodes. All authorized users of the RSS portal must consent to adhere

to the Ohio Department of Job and Family Services Code of Responsibility and must participate in user training prior to authorization to use the portal.

The Provider must establish access to and utilize the iWAM (Interface for Work Activities Management) system as the primary tool to create enrollments, accept or decline service authorizations, report attendance and progress monthly. All authorized agents of the iWAM system must consent to adhere to the Ohio Department of Job and Family Services Code of Responsibility and must participate in user training prior to authorization to use the system.

The Provider must submit to the Agency a monthly management report of program activities for all participants active in the program and quarterly and final reports of program performance and outcomes.

IV. Additional Requirements

The Provider must maintain case file documentation that, at a minimum, includes:

- Completed and updated assessment information
- Participant Self-Sufficiency and Employability Plan with evidence (e.g. review dates and signatures) that it is reviewed and updated monthly.
- Signed and dated release of information form that complies with state (OAC 5101) and federal HIPAA requirements
- Case notes as necessary detailing participant progress, contacts, engagement efforts, etc.
- Documentation of attendance
- Documentation verifying all services rendered and all participant benchmarks achieved
- Documentation of any lapse in service greater than thirty (30) days
- Other evidence of intensive case management services provided

The Provider must attend periodic briefing meetings 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 Agency to audit and otherwise verify all payments made.

EXHIBIT I-A

PROGRAM DESIGN (Provider)

El Barrio Inc. Refugee Employment Services

The program model begins with several points of entry for program access. Refugees are immediately assessed to determine the best plan to facilitate improvements and barrier mitigation. The information from the assessments is compiled and begins the intensive and targeted case management services provided by El Barrio, Inc. and US Together, the partnering Resettlement Agency.

Additional supports are provided through the comprehensive network available throughout Cuyahoga County via the El Barrio/Westside Ecumenical Ministry (WSEM)/Center for Families and Children (CFC) alliance. This approach improves success through internal strategies around engagement (and reengagement); monitoring and reporting attendance and progress; and most importantly, the specific employment services that achieve self-sufficiency (i.e., job readiness, vocational training, community service, internships, job search and job retention).

Program Access

Participating refugees may approach the program at either of its locations on the east or west side of Cleveland through a variety of paths: 1. Newly arrived refugees resettled by the program partner US Together will automatically be scheduled for intake; 2. Refugees on public assistance will be referred for intake and assessment by their respective County caseworker; and 3. Refugees who approach El Barrio, Inc. independently will be assessed by a case manager to determine a program and scheduled for intake.

Assessment and Re-assessment

The assessments (including use and frequency) are outlined below:

1. Determination of Eligibility
2. English Language Proficiency Exam
3. Work Readiness Maturity CASAS checklist
4. Work Readiness Assessment
5. Individual Employment Plan
6. Test of Adult Basic Education (TABE)

The above assessments will take place upon entry into the program and will be conducted by case managers from El Barrio or its partner Us Together. The program offers ongoing open enrollment and convenient locations. As an open-entry program with multiple locations, assessments can be provided to participants on the east and west side of Cleveland, Ohio. As one of the core assessment tools, the Individual Employment Plan (IEP/SSEP) is developed based on previously mentioned assessments as well as the barriers, financial needs, and employment goals disclosed by the refugee during the initial one-on-one case management session. All participants will complete an IEP/SSEP that meets the ORC Chapter 5101:1-2-40.4(B) requirements. This document will constitute the basic and mutual agreement between the refugee and the County Department of Employment and Family

Services. Short and long term employment goals are identified and listed on the participants' IEP/SSEP. Once developed, the IEP/SSEP is reviewed and updated monthly by the respective case manager with the participating refugee.

Intensive Case Management

In addition to the intensive delivery of supportive services provided through resettlement, the newly affiliated organizations of the Center for Families and Children, the West Side Ecumenical Ministry and El Barrio, Inc. will be available with services throughout Cuyahoga County to provide immediate and onsite culturally competent and linguistically appropriate services. The case manager will determine if a participant is immediately employable, or if supportive services are needed for personal or family stabilization. Participants are able to access a number of crisis intervention, mental health, and childcare services through on-site wrap around services and local community referrals. Intensive Case Management services include access to: Counseling Solutions, a mental health service provider, Early Childhood Education, transportation assistance, ethnic food assistance, outreach services, translation services, health related services (health screening and treatment referrals), home management, citizenship and naturalization services, and any culturally competent case management service beyond refugee resettlement phase. El Barrio, WSEM and CFC have 16-sites across Cuyahoga County where services are readily available. Consistent, timely, culturally competent and intensive case management is essential to effectively work with refugees seeking employment in the United States as refugees typically have fewer support systems, minimal education, and poor English skills.

Strategies for Removing Barriers

Participants needs vary widely depending on their past experience and education. Most refugees desire to be employed and become self-sufficient but require assistance to meet these goals. The broad range of refugee barriers include, but are not limited to: English proficiency, lack of knowledge of work habits, job search and legal systems in the U.S., translation and interpretation needs, lack of childcare, transportation limitations, weather appropriate clothing and housing needs, acculturation, mental health issues, substance abuse, stress management, and applying for cash, medical, food assistance, day care and other benefits/work supports to aid in the transition from welfare to work.

Engagement/Re-Engagement

El Barrio will engage additional eligible refugees through recruitment in populations that are in need of services. El Barrio uses its combination of a stimulating classroom environment, a variety of programming/activities, and culturally competent and linguistically appropriate case management to engage participants. El Barrio also has a proven procedure for re-engaging participants who have not attended or stopped attending their training program. In the case when a program participant does not show up for a scheduled date, the program participant will be contacted by all available means including a home visit by an assigned case manager if necessary. In the case of a County referral, the Case Manager/Career Consultant will also contact the County caseworker via email within 48 hours. Simultaneously, an alert is sent to the County caseworker through the County IWAM system.

Case Manager-to-Participant Ratio is one to fifteen at any given time.

Plan for Monitoring & Reporting Participant Attendance & Progress Methods

El Barrio understands the importance of monitoring, recording and reporting attendance timely and accurately. All program activities are closely monitored and supervised by the appropriate El Barrio staff member. Refugees are required to sign in daily. The instructor verifies the attendance and records it on the attendance calendar. At the end of the month, attendance is reported via the EFS electronic reporting system (IWAM) or the hard copy calendars are transferred via certified mail or other allowable information-safe method. Reporting occurs within the first three business days of the month following the reporting period.

Progress Reporting

Refugee progress in El Barrio activities is recorded monthly in case notes, both in *Commence* (El Barrio's client data management system) and IWAM (Cuyahoga County's new client recording and reporting system). Progress in the El Barrio program is measured through regular assessment, classroom observations and monthly one-on-one meetings to follow up with the progress made toward goals established in the IEP/SSEP. Recording of participation in allowable activities includes:

- *Sign-in sheets.* Refugees will be required to sign in daily.
- *Attendance calendars.* An individualized and updated monthly calendar for each participant is utilized to illustrate program success.
- *Job search written evidence.* Intermediate and advanced level participants are expected to perform job search activities. Refugees will bring written/printed evidence of where they have been when completing job search off site and proof of regular ongoing job search onsite will be present in the file. Verification can take the form of interviewer's business cards, written documentation of interview, printed proof from online job sites or other evidence of job search activity.

The Career Consultant maintains all materials in the participant's file. Career Consultants and/or Interpreters will also accompany refugees to job search activities such as interviews or job fairs, if deemed necessary.

Employment Services

Employment Services are built upon three key components to assist refugees in gaining employment and self-sufficiency in the shortest period of time. The three components include: (1) improving English language proficiency; (2) identification/improvement of job readiness; and (3) increasing industry specific skills.

- (1) The English language proficiency model includes three levels of instruction (basic, intermediate, and advanced). Basic and intermediate levels focus on English for Speakers of Other Languages (ESOL), with the embedded component of job readiness and job search. El Barrio has formed successful relationships with employers who will hire refugees with limited language or work skills. In the Advanced level participating refugees have demonstrated a minimum proficiency sufficient to attend full job readiness instruction in English with native speakers. Additional assistance may be provided for accent reduction, if necessary.

- (2) Identification/improvement of job readiness. Employment services include job readiness and are offered at the basic, intermediate and advanced levels. Job readiness and job search will be embedded in ESOL training in a contextualized format to include activities such as preparing a resume or job application, instruction in work place expectations, training in interviewing skills, effective job seeking, and life skills. Work readiness assessments/re-assessments may be completed with participating refugees to identify strengths and barriers and address these situations with culturally appropriate and effective case management strategies and job readiness training appropriate to the needs and levels. Job readiness also includes the pre-employment component of basic employment skills and issues such as understanding cultural differences at the workplace, diversity, citizenship, stress management, and problem solving. A Career Consultant is responsible for developing relationships with local employers and utilizing the El Barrio corporate partner network to effectively place participants. The Career Consultant will also provide job postings, job search advice, transportation to job fairs or interviews, and will generally guide participants through their job search. Continuously, the Career Consultant will be approaching potential and actual hiring employers and connecting refugee participants to these opportunities. Job search participants have access to a 40-station computer lab at the 5209 Detroit Road location of El Barrio and a local ten-station computer lab for online applications, career site registrations and online employment searches available through a partnership with the Heights Public Library (in Cleveland Heights). Job search also includes attending on-site job fairs.
- (3) Increasing industry specific skills. Vocational Training is short-term and may be credentialed, depending on the area of interest: customer service or housekeeping/environmental services. Participants who complete Customer Service Training have the opportunity to earn the National Retail Federation (NRF) Professional Certification in Customer Service. Community Service and Internships will also be incorporated into employment services. Participants will be referred to one of El Barrio's community partner sites for an assignment for the number of hours determined by the Fair Labor Standards Act and communicated by the respective caseworker from Employment and Family Services. Community service and internships will provide the participant with an opportunity to continue to build neighborhood connections and acquire skills in an on-the-job environment while receiving participation credit for attending an authorized work activity. Likewise, potential employers will benefit increased and structured interactions with the refugee population. This experience yield employment offers or reference letters provided for other job opportunities.

Frequency and level of job retention services provided

As mentioned above, once a participating refugee obtains employment, an El Barrio retention specialist collects updated personal and employment-related information to assist in identifying continuing or new potential barriers to completing 180-days of employment. Barriers may include pending citizenship procedures, the need to increase English proficiency, lack of reliable transportation or childcare, observance of religious holidays, recurring medical appointments, etc. Post-programmatic support is available to assist clients in maintaining employment and overcoming barriers or conflicts that could result in termination. This is accomplished by contacting each

working participant on a monthly basis through phone calls, mailings and job site visits. Verification of employment is performed at the placement, 90 and 180-day benchmarks.

Assisting refugees with cash, medical, food assistance, day care and other benefits/work supports to ensure that they have full and equal access. To ensure refugees have full and equal access, US Together Inc. provides services in seven program areas: interpreter services, refugee support services, community consultation and technical assistance services, employment, health access, school access, citizenship and integration services. As an experienced resettlement agency US Together is well aware of the dire need to insert recently arrived refugees into applicable benefit systems within the first days of arrival, to ensure that the refugee and his/her family are well covered with basic services for the months ahead.

For refugees resettled by US Together, one of their case managers will accompany the future participant to Cuyahoga County Employment & Family Services to apply for all applicable cash, medical, childcare and transportation benefits for which the refugee is eligible. Since engagement in a work-related activity is required for eligibility and maintaining benefits, the case manager will refer the refugee to El Barrio, the trusted partnering agency. For self-referred/recruited participating refugees, one of the first aspects to be assessed by an El Barrio case manager is refugees' participation or not in county benefits and possible eligibility. If the refugee is found to not have benefits and is eligible, the case manager will immediately proceed to assist with completing the application. Once the participant is enrolled in the Refugee Employment Services program the refugee will be immediately eligible to access any and all of the social services provided through El Barrio's expanded network throughout Cuyahoga County with the West Side Ecumenical Ministry and the Center for Families and Children.

Other allowable services

Additional services to be provided to improve employability include transportation, health-related services, financial literacy (in the language of refugee origin) home management services, emergency services, citizenship and naturalization services, outreach, childcare, and skills re-certification.

Activities that will ensure quality service delivery and continued quality improvement

The program director and operations manager have implemented and monitored key operational indicators and key program outcomes. They are involved in the definition and identification of performance targets and their synchronization with other programs of the greater combined agency. This process considers the knowledge that exists at the service delivery level and ensures that all staff members are aware of and involved in the strategic implementation and performance improvement process.

The program director and the operations manager prepare and review summary performance reports at least quarterly, utilizing all available data sources including program specific database(s), consumer records of service and participation, consumer surveys, and program observations.

Examples of activities that ensure quality are the following:

- A CFC performance improvement manager assigned to El Barrio who reviews files each month for contract and program compliance and conducts customer satisfaction surveys for all targeted populations served.
- El Barrio program staff members compile program data monthly and report results to the El Barrio program director and operations manager who review these for compliance and progress. Areas in need of improvement are identified and strategies for improvement are discussed at weekly staff meetings. The operations manager oversees implementation of any improvement strategies that are determined as a result of this review.
- Supervision and general observation of daily program activities and staff interaction with each other and the participants are also critical to ensuring quality services. In order to ensure the highest quality program, the director and operations manager will educate staff members on the expectations of the program, the requirements of the contract, the program goals and offer them frequent opportunities for personal and professional growth.
- The operations manager is intimately involved in the daily operations of the program and responsible for staff supervision, by meeting with staff daily or weekly, depending on location, (formally and informally) to discuss progress. Curriculum and workshop delivery are observed for participant interaction, presenter engagement and overall content. The operations manager and staff members regularly discuss the impact on participants.
- The Operations manager, clerical technician and the career consultant for the refugee program meet with the US Together representative periodically to analyze individual cases.
- Beyond the classroom, the retention specialists will be in touch with all employed (paid/working and unpaid/internship) participants on a monthly basis, as well as employers.
- Contract goals and monthly progress toward goals, as stated previously, will be shared with the staff to ensure everyone understands their roles and responsibilities.

Program outcomes

Outcome	Benchmark	Measure
Number of refugees enrolled in the program (who complete an IEP/SSEP)	150	Completed IEP/SSEP in file
Percent of refugees that complete at least three weeks of JR/JS programming	65%	Attendance forms in file
Percent of refugees that complete vocational training	17%	Certificate of completion in file
Percent of refugees who retain employment for 30 days	50%	Completed Employment Verification form in file
Percent of refugees who retain employment for 90 days	47%	Completed Employment Verification form in file
Percent of refugees who retain employment for 180 days	40%	Completed Employment Verification form in file
OWF refugee participation rate	65%	El Barrio reporting system and verified by EFS

EXHIBIT II

BUDGET

The Agency 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 a Refugee Resettlement and Employment and Training Services Program for an amount not to exceed **\$157,873.00**.

- I. The Agency agrees to reimburse the Provider for costs incurred for the below position salaries and fringe benefits in an amount not to exceed **\$91,047.00**

Career Consultants (5)	\$ 37,334.00
Case Manager (1)	\$ 4,647.00
Clerical Tech (1)	\$ 6,646.00
Operations Manager (1)	\$ 5,440.00
Program Director (1)	\$ 5,744.00
Recruiter (1)	\$ 3,195.00
Retention Specialists (2)	\$ 9,529.00
 Fringe Benefits	 \$18,512.00

- A. 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.
- B. In order to meet the objectives of this program, the Agency agrees to allow for the shifting of dollars within this category as necessary without a formal amendment and without exceeding the approved contract amount. The Provider must submit this request in writing to the designated Contract Specialist for prior approval.
- II. The Agency agrees to reimburse the Provider for Direct Costs for an amount not to exceed **\$51,954.00**.

Contract and Professional Services	
Case Management	\$ 22,400.00
Consultants	\$ 4,375.00
Audit Fees	\$ 1,337.00
Performance Improvement	\$ 1,141.00
Travel (mileage & buss passes)	\$ 2,552.00
Consumable Supplies	\$ 3,343.00
Occupancy	\$ 16,806.00

- A. To receive reimbursement for contract and professional services, the Provider must submit an invoice that details the number of individuals who were served during the invoice period. Include the name and last four digits of the social security number

and/or the “A number” for each individual served and the service provided, including the number of hours/sessions for ESL tutoring and translation services. To receive reimbursement for remaining direct costs the Provider must submit an invoice detailing the actual expenses incurred during the billing month with the appropriate supporting documentation.

- B. In order to meet the objectives of this program, the Agency agrees to allow for the shifting of dollars within this category as necessary without a formal amendment and without exceeding the approved contract amount. The Provider must submit this request in writing to the designated Contract Specialist for prior approval.
- III. The Agency agrees to reimburse the Provider for Indirect Costs for an amount not to exceed **\$14,872.00.**

To receive reimbursement for indirect costs, the Provider must submit an invoice for the costs incurred/allocated during the billing month.
- IV. 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.
- V. The Provider understands that failure to comply with these provisions may result in Provider refunding any funds received from the Agency that were in violation of any provisions contained above.
- VI. For payment processing, an invoice must be submitted by the 15th of the month directly to:

Employment & Family Services
c/o Larry Ganim, Contract Specialist
1641 Payne Ave. Room 510
Cleveland, Ohio 44114
Phone: (216) 987-8242; Fax (216) 987-7090
email: ganiml@odjfs.state.oh.us.

ATTACHMENT 1



Cuyahoga County Refugee Social Services Program Participant Self-Sufficiency & Employability Plan (Rev 10/1/2012)

Provider Name: _____

Date: _____

Participant Information:

Name: _____ Soc. Sec. Number: _____

Date of Birth: _____ Alien Reg. Number: _____

Address: _____

Telephone: _____ CRISE Case Number: _____
(If applicable)

Nationality: _____ Date of Entry: _____

Gender: M or F Entry Status: _____

Disabling Factor Present? Yes No If Yes, Date referred to BVR: _____

Current Monthly Income: _____ Source: _____
If employed: FT or PT

Is a multiple wage earner needed for family's self-sufficiency? Yes No
If yes, an employment plan must be completed for all wage earners.

Is the participant receiving any Cuyahoga County benefits?

Cash: Yes No Food Assistance: Yes No

Medical: Yes No Child Care: Yes No

Transportation: Yes No

Participating in Matching Grant Program? Yes No

If Yes, With Which Resettlement Agency? _____

Assistance Group (Household) Composition & Employment Status of Adults:

List all adults & children living in the household

Name:	DOB:	Relationship to Participant:	Employment Status:

Budget Plan:

Total Monthly Household Income: <i>(Include all sources of income)</i>	
Monthly Expenses:	
Rent:	
Food:	
Gas:	
Electric:	
Water:	
Telephone:	
Child Care:	
Transportation:	
Insurance:	
Miscellaneous:	
Total Expenses:	
Monthly (Deficit)/Surplus:	

Education:

Highest Grade Completed: _____ GED/Diploma Received: Y / N Year: _____

Name of School: _____ Country: _____

Attended College? Y / N Number of Years: _____ Graduated: Y / N

Name of School: _____ Country: _____

Current Barriers to Employment:

Barrier:	Yes/No	Referrals:	Date:
Language			
Transportation			
Child Care			
Clothing			
Health			
Other, please specify			
Other, please specify			

English Language:

English Speaking Level: None Beginning Intermediate Advanced Fluent

English Reading Level: None Beginning Intermediate Advanced Fluent

English Writing Level: None Beginning Intermediate Advanced Fluent

English Pre-Test Scores: _____ Date Tested: _____ Referred to ESOL? Y / N

English Post-Test Scores: _____ Date Tested: _____

Currently Participating in:**(List Name & Location of any program that participant is currently participating in outside of RSSP)**

Training Program: _____ Education: _____

Employment Program: _____

Employment & Training History:
(List any previous employment or training experiences)

Position Held:	From:	To:	Location:

Training:	From:	To:	Location:

Assigned RSSP Employment & Employability Services:
(List ALL allowable services that the individual is assigned to in order to become self-sufficient)

Service	Provider	Location	Dates	Hrs. Per Week

Employment Goals:

Immediate:

(Within the next 3-6 months)

Long-Range:

(Within the next 1-2 years)

The information contained on these pages is true and correct to the best of my knowledge. I understand that this plan is intended to help me find employment. I must report any changes in employment status, income or family composition to my caseworker/counselor. I also authorize the provider of employability services to notify the county agency in regard to any employment which is found for me. (NOTE: If the refugee does not speak English, this statement must be explained in the refugee's native language.)

Print Name: _____ Signature: _____ Date: _____

Staff Completing Plan:

Name: _____ Signature: _____ Date: _____