

CUYAHOGA JOB AND FAMILY SERVICES

PURCHASE OF SERVICE CONTRACT WITH CATHOLIC CHARITIES CORPORATION

THIS CONTRACT made and entered into this _____ day of _____, 2013 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga Job and Family Services ("Agency") and Catholic Charities Corporation, a nonprofit corporation with principal offices located at 7911 Detroit Avenue, Cleveland, Ohio 44102, (the "Provider").

I. TERM

This contract will be effective from July 1, 2013 through June 30, 2014 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, Temporary Assistance for Needy Families (TANF), CFDA number: 93.558. The Provider is aware that funding for the services under this contract will not be continued after June 30, 2014. Acknowledgment for funding this contract and its deadline is shown by the initials of the Provider on the line below.

Provider Representative Initials.



The total amount of the contract cannot exceed \$ 600,672.00 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 pre-employment screening and assessment services for OWF cash recipients 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 Jobs and Family Services (CDJFS), through Cuyahoga Job and Family Services (CJFS), in accordance with the policies and procedures established by the Ohio Department of Jobs 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 Cuyahoga Job and 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 Jobs and Family Services (ODJFS) OAC Rule: 5101:9-1-88; Subject: Subrecipient Annual Risk Assessment Review and Subrecipient Monitoring Process.

These monitoring activities include, but are not limited to:

- An 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 CUYAHOGA JOB AND 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 Cuyahoga Job and 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 Catholic Charities 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. Catholic Charities 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

BY: Edward FitzGerald, County Executive


Edward FitzGerald, County Executive

CATHOLIC CHARITIES CORPORATION

BY:



4-26-13
Date

EXHIBIT I

STATEMENT OF WORK (Agency)

The Agency agrees to enter into a contract agreement with **Catholic Charities Corporation** hereinafter referred to as (Provider), for the period from **July 1, 2013** to **June 30, 2014**. The Provider agrees to provide pre-employment screening and assessment services. This program will provide a comprehensive assessment of employability, clinical mental health and alcohol and other drug (AOD) assessments, a summary report, and information and referrals for new OWF applicants.

I. Program Objectives

The Provider will serve OWF applicants referred by the Agency as described in EXHIBIT I (Statement of Work) & EXHIBIT I-A (Provider Program Design) by licensed professional staff. Upon completion of the pre-employment screen, individuals identified as having a substance abuse or mental health issue will receive a full clinical alcohol or other drug (AOD) and/or mental health (MH) assessment.

II. Program Activities and Definitions

Pre-Employment Screen is a comprehensive assessment interview, conducted by licensed professional staff, utilizing motivational interviewing techniques, to determine applicants' job readiness, motivation, skills, and interests. The screen will include, at a minimum, an assessment of strengths, employment barriers, substance abuse and mental health issues, literacy/learning challenges, current domestic violence (including child abuse) issues, and physical health/disability concerns.

Summary Report/Recommendations is a summary of the findings of the pre-employment screen, the screeners' clinical impression of applicants' employability, and recommendations for employment, training, and supportive services that will assist applicants in achieving self-sufficiency. The summary will be made available electronically to Agency staff within one business day of the screen interview.

Clinical Assessments will be conducted for those individuals whose pre-employment screen indicates a drug or alcohol and/or mental health issue. Assessment results will be provided to the Agency worker with recommendations for treatment where applicable. The assessment results will be available to staff within three business days after conclusion of the assessment appointment.

Community Resources/Referrals will be provided by the interviewer for those applicants identified as having an ongoing, immediate, and/or emergency needs. This may include, but not be limited to, resources to meet immediate food, clothing and shelter needs; healthcare or treatment needs; and domestic violence needs.

III. Program Outcomes and Reporting

Performance metrics in the following general areas which may be used to measure program success will include but are not limited to:

- a) Number of applicants referred and/or scheduled for a pre-employment screen
- b) Number of pre-employment screens conducted and the results
- c) Number of applicants refusing services
- d) Number of “no shows” for screen and assessment interviews
- e) Number of “same day” versus scheduled screens completed
- f) Length of time to complete screens and assessments
- g) Summary report/recommendations for each applicant receiving a pre-employment screen
- h) Summary report/recommendations for each applicant receiving a clinical assessment
- i) Results of quality reviews and satisfaction surveys

IV. Additional Requirements

The Provider must utilize licensed, professional staff and provide the Agency with current resumes on all program staff. Licensure will include one or more of the following: licensed social worker, licensed mental health counselor, licensed professional counselor, or licensed chemical dependency counselor. Resumes will be submitted for new staff hires during the program year.

The Provider will maintain and support a co-located local area network within Virgil E. Brown for use by Provider staff for the purpose of supporting screening and assessment related activities.

The Provider shall oversee the ongoing development and implementation of a software application specifically designed for the electronic capture and validation of screen and assessment results.

The Provider shall support the electronic distribution of the screen and assessment results to Agency personnel.

The Provider shall make available to the Agency data and documentation resulting from screen and assessment activities.

The Provider must submit to the Agency monthly reports and supporting data of program activities for all participants referred to the program and quarterly and final reports of program performance and outcomes.

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)

Overview

Catholic Charities Corporation (CCC) will provide comprehensive on-site pre-employment screening (PES) at the Cuyahoga Job & Family Services (CJFS) Virgil E. Brown (VEB) Building at 1641 Payne Avenue, Cleveland, Ohio 44114, to all referred OWF applicants applying for OWF cash assistance. The goal of this project is for a staff of nine (9) to provide the program services as specified. These include a Director who tracks data, prepares reports and also monitors and conducts the quality improvement and training functions; a Clinical Supervisor who conducts screens, but also reviews and signs off on clinical assessments; six (6) CCC licensed clinicians will conduct a comprehensive screening interview for all new OWF applicants as well as provide mental health or alcohol and other drug diagnostic assessments as recommended; and an Office Assistant/Scheduler.

PES Program services are scheduled to begin July 1, 2013 at the Virgil E. Brown Building, 1641 Payne Avenue, Cleveland, Ohio. The PES Director will insure that staff works full time (40 hours/week). The program hours of operation are from 8:00 a.m. to 4:30 p.m. Mondays through Fridays. Screening interviews will typically be provided on the same day the participant meets with their CJFS Employment Specialist. Diagnostic assessments will be scheduled on-site for those who are recommended for same.

Target Population

The target population is new or existing CJFS customers who are applying for OWF Cash Assistance in Cuyahoga County. The estimated total number of participants to be served in this program year is 6,000.

Key Program Activities

The screening/assessment tool to be used is developed by Catholic Charities Corporation, in close consultation with CJFS Work First Services (WFS), for exclusive use with this program. Various components of the screen include other reliable and validated instruments which are in the public domain (e.g. to evaluate mental health and/or alcohol and/or other drug use, domestic violence, literacy and learning disabilities). The computerized screening questionnaire will be loaded on the CCC servers which are housed on site at the VEB Building. It will be used to gather information from the participant so as to identify their critical needs and ascertain barriers which interfere with appropriate functioning, work requirements, and job success. A report to the CJFS Employment Specialist will be generated by the CCC staff conducting these interviews, which will provide several items of information:

1. A determination of whether the participant is recommended for further evaluation of identified substance abuse or mental health issues. If so, the participant will be scheduled for

a comprehensive assessment with an appropriate CCC assessment specialist on site at the VEB Building.

2. A determination of client readiness and motivation for work to include short and long term goals as well as some detail as to the challenges to be addressed which may interfere with meeting work requirements.
3. A clinical determination of additional needs which client may have to overcome barriers to employment, and for which client may need a referral or recommendation for assistance. These include: employment needs/interests; education needs/interests; domestic violence risk; health problems; literacy level; learning disabilities; physical disabilities; abuse of children; demands on time to care for other family members; pregnancy; legal history; housing stability and homelessness; legal assistance and emergency assistance needs such as food or clothes.
4. A recommendation of the work activities which most closely match the participant's needs and abilities per the information gathered in the screening interview.

The Director of Pre-Employment Screening Program will finalize all reporting of data, generate statistics on all aspects of the program, its population and staff performance, assist with all issues related to participant flow and scheduling, and closely and consistently evaluate the quality and content of the Summary Report which goes to CJFS staff. The Director is also to work closely with CCC administrative staff, including Information Technology and Finance staff, to insure smooth, uninterrupted functioning of software and hardware on site. CCC staff will assist the participant and the CJFS Employment Specialist with accessing community resources and facilitating service linkages related to referrals and needs, as identified through the screening process or subsequently in their interaction with CJFS staff.

The comprehensive screen, along with the related data entry and summary report development are expected to take about one hour, with each CCC clinician conducting a minimum of four to five screens per day. A diagnostic assessment, utilizing the SOQIC tool, typically takes the place of two of the screening slots. The CCC clinician will provide valuable support and information to the Employment Specialists on the resources and techniques for addressing the multiple barriers to employment which the customer may present as needed. Diagnostic assessments will be scheduled on-site for those who are recommended for same.

Service referrals and service coordination will be offered during the Pre-Employment Screening interviews to community resources identified as needed. CCC staff, in coordination with the Employment Specialist, will link the customer to the treatment or other services which are recommended through the screening or assessment process. Customers who receive comprehensive assessments will be referred to treatment or counseling as indicated by the assessment findings and these referrals will be coordinated with the CJFS Employment Specialist who will be providing the follow up to the recommendations and referrals. Any results and recommendations for treatment or other services resulting from the comprehensive assessments will be shared with the CJFS Employment Specialists within 3 days.

Customers are typically seen the one time for their interview prior to their first appointment with their CJFS Employment Specialist. As such, there is no caseload. Rather an expected productivity of conducting about 5 screening interviews per day (a comprehensive diagnostic assessment for mental health or substance abuse would take up two to three screening appointment slots).

The Director of the Pre-Employment Screening Program will be on-site and will manage the staffing, scheduling of appointments, flow of information back to CJFS and the quality improvement functions of the program to insure that the screen is administered consistently and that the summary report is accurate, professional, timely and meets high standards of quality. The PES Director is responsible for the overall operation of the Pre-employment Screening Program and provides direct administrative supervision of all the staff. A Clinical Supervisor with an independent license will review and sign off on the assessment diagnoses.

Engagement/Re-Engagement Activities

As much as possible, customers will be encouraged to stay for the screening appointment on the same day they come to VEB to meet with their CJFS worker. Customer scheduling will insure a maximum number of "walk in" appointments and can be scheduled within a minimum wait time for the customer. Customers who do not show will be re-contacted and their CJFS Employment Specialist will be immediately notified. Staff will have received comprehensive training on Motivational Interviewing and Motivational Enhancement to improve the utilization, accuracy and quality of screen, assessment and its contents.

Participant Tracking and Documentation

Client attendance to either the pre-employment screen or to a scheduled comprehensive behavioral health assessment will be recorded in the computerized CJFS Compass scheduling system in real time. The outcome of the screen, the Summary Report, is downloaded from the CCC server to the CJFS server nightly. Summary reports will therefore be uploaded into individual client records the business day following the completion of the screen. The recommended treatment options following completion of a comprehensive assessment will be documented and uploaded to the client record within 3 business days of completion of the assessment.

Performance Benchmarks

Performance Outcome	Benchmark	Measure
Screening questionnaires completed and reviewed for quality control will meet quality expectations.	90%	Reviewed screen will "score" at least 90% on the Pre-Employment Screen Quality Review Form.
Screen will not exceed 60 minutes.	50%	Length of screen based on the indicated start and end time.

Performance Outcome	Benchmark	Measure
Screen will not exceed 90 minutes.	90%	Length of screen based on the indicated start and end time.
Persons screened will be indentified for a full alcohol and/or other drug (AOD) or mental health (MH) assessment.	9%	Based on the screen indicators and screener's clinical judgment, triggering such recommendations.
Validity of screen for AOD and or MH.	70%	Persons identified for AOD or MH assessment, having completed an assessment will have a confirmed AOD or MH diagnosis.
Screen Scheduling	80%	Screens that are scheduled within 3 days of referral (request) for screen services.

Continuous Quality Improvement

Seven clinicians, to include a Clinical Supervisor, will be licensed to provide comprehensive, mental health and/or alcohol and/or other drug diagnostic assessments, and will provide the screening and assessment services. The clinicians will have one or more of the following licenses: LSW, LISW, LISW-S, PC, PCC, PCC-S, LCDC II, LCDC III, LICDC. CCC will be responsible for training its staff to comply with the requirements of the program and to administer the screening, assessments, and service coordination with a sensitive and professional attitude in all their interactions with program participants, CJFS staff and community providers. CCC staff will also receive training from CJFS on the functions of CJFS, roles, programs and both CCC and CJFS will build staff knowledge of community resources. CCC staff will participate in cross system training as needed and as scheduled.

CCC staff and PES Director, along with CCC Executive Director of Treatment, Prevention and Recovery Programs, will meet regularly and as scheduled with CJFS administrators to evaluate the program implementation, quality and operation and to insure that its focus remains on enhancing participant employability and job retention. Particular attention will be paid to insuring adequate coverage at all times; keeping the Work First Services Manager or designee informed of any staff absences or change of schedule; providing needed supervision on a regularly scheduled basis, and having screening staff attend on-site meetings with Employment Specialists and their supervisors as necessary.

As mentioned above, the Director of the Pre-Employment Screening Program on site at VEB will be responsible for the quality improvement functions of the program to insure that the screen is administered consistently and that the Summary Report is accurate, comprehensive, professional, timely and meets high standards of quality.

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 Pre-Employment Screen Program for an amount not to exceed **\$ 600,672.00.**

- I. The Agency agrees to reimburse the Provider for costs incurred for salaries and fringe benefits for the following positions in an amount not to exceed **\$ 505,033.00.**

Program Director	\$ 58,736.60
Office Assistant/Scheduler	\$ 38,589.20
Clinical Supervisor	\$ 52,916.24
Licensed Clinician	\$ 42,128.32
Licensed Clinician	\$ 39,975.00
Licensed Clinician	\$ 39,378.04
Licensed Clinician	\$ 39,228.80
Licensed Clinician	\$ 39,164.84
Licensed Clinician	\$ 38,077.52
Business Administrator (5%)	\$ 2,873.94
Fringe Benefits	\$113,964.95

- 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. The total amount billed each month will be offset on a dollar-for-dollar basis by any Medicaid reimbursement received for MH and/or AoD assessments. Provide the names of individuals receiving the assessments and the amounts received from Medicaid as supporting documentation for the offset amount.
- 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 pay the Provider for Direct Costs, as listed below, in an amount not to exceed **\$ 32,995.00.**

Travel	\$ 8,598.00
Consumable Supplies	\$ 2,000.00
Other	
IMS Maintenance & Support (100 hrs)	\$ 9,800.00
Equipment Maintenance (printers)	\$ 1,620.00

Equipment Maintenance Agreement (computers) \$ 5,127.00
Client Transportation-Bus Tickets (1300 tkts) \$ 5,850.00

- 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.
- III. The Agency agrees to pay the Provider for Leased Equipment, as listed below, in an amount not to exceed **\$ 1,800.00**.

Network Printers \$ 1,800.00

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.

- IV. The Agency agrees to pay the Provider for Indirect Costs in an amount not to exceed **\$60,844.00**.

To receive reimbursement for indirect costs, the Provider must submit an invoice for the costs incurred/allocated during the billing month.

- V. The Provider agrees that the services being contracted for are not available from the Provider on a non-reimbursable basis for less than the unit rate and that the level of service to public assistance and food stamp recipients is guaranteed.
- VI. The Provider understands that failure to comply with these provisions may result in Provider refunding any funds received from the Agency that were in violation of any provisions contained above.
- VII. For payment processing, an invoice must be submitted by the 15th of the month directly to:

Cuyahoga Job and 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.