

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 **October 1, 2013 through September 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, 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, 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 **\$ 432,632.00** 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 a employment and refugee social 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 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/JURISDICTION

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

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

Contractor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Contractor, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Contractor under any terms or provisions of this Contract.

Contractor acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Contractor agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

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 contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) Worker's Compensation Insurance as required by the State of Ohio.

Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

2. **Additional Insurance Coverage**

Although this coverage may not be listed as mandatory County insurance requirement, it is at the County's discretion to mandate these coverages where deemed necessary based on the nature of the contracted services/products.

(a) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i) Thirty (30) days prior notice of cancellation or material change;

(ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

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.

XXII. 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.

XXIII. 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.

XXIV. WARRANTY

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

XXV. ACTS OF GOD

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

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. AMENDMENTS

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

XXXII. WAIVER

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

XXXIII. PROVIDER SOLICITATION OF 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.

XXXIV. MAINTENANCE OF SERVICE

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

XXXV. GRIEVANCE PROCESS

The Provider will notify the 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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. ANNUAL APPROPRIATIONS

For contracts in excess of \$50,000.

All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the Contractor of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the Contractor or any third party for any penalty, liability or any other expense.

XXXIX. ELECTRONIC SIGNATURES

By entering into this Agreement Catholic Charities Corporation 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 Corporation 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:

Ed FitzGerald / dk
Edward FitzGerald, County Executive

CATHOLIC CHARITIES CORPORATION

BY:

Patricia Lareau

10/22/13
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 **October 1, 2013** to **September 30, 2014**. The Provider agrees to provide acculturation, job readiness, vocational education and training, citizenship and naturalization, job search, job placement, and job retention services as described below for eligible refugees.

I. Program Objectives

The Provider will serve three hundred forty (**340**) refugees in partnership with US Together (UST), International Services Center (ISC), Asian Services In Action (ASIA) and Lakewood ABLE as described in EXHIBIT I (Statement of Work) & EXHIBIT I-A (Provider Program Design). One hundred seventy (**170**) participants will become employed. One hundred twenty seven (**127**) participants will achieve 30-day job retention, one hundred two (**102**) participants will achieve 90-day job retention, and eighty (**80**) participants will achieve 180-day job retention.

II. Program Activities and Definitions

Assessment is the initial activity completed by the participant under the guidance of the case manager. The assessment includes an English language proficiency exam, math testing, employment status, employment goals, barrier identification and a mutually agreed short and long term plan of action. The results are used to develop an Individual Employment Plan (IEP).

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 as needed but at a minimum, annually. The Agency will provide the SSEP template to the Provider for the purpose of case management.

English for Speakers of Other Languages (ESOL) instruction is offered at Catholic Charities Corporation Migration and Refugee Services (MRS), ISC, and UST with the support of ASIA and Lakewood ABLE certified instructors. Three classes will be offered concurrently for non-literate, moderately English proficient, and advanced level students in separate classrooms. All students are assessed using the Comprehensive Adult Student Assessment System (CASAS). Instruction in ESOL is related to the work place with the goal of obtaining and retaining entry-level employment. Clients take pre and post-tests to measure increases in language skills.

Interpreting and Translation is provided when needed for situations where refugees cannot sufficiently communicate with medical providers, social services, courts, the Provider staff and other community partners. All qualified refugees may access this service at anytime.

Social Service activities include transportation assistance, outreach services, health related services (health screening and treatment referrals), home management, and citizenship and naturalization services.

Family Mentors (Home Managers) are volunteers who provide basic assistance to newly arriving families. The volunteers are a family's guide to the community. They provide extra help, donate or collect household necessities for the family, assist with tutoring, and provide social support.

Vocational Training is short-term, credentialed, occupational skills training. It is expected upon completion of vocational training, participants would commence job search.

Job Readiness Intensive Training is a five-day class for clients with job ready skills and knowledge. Classes are conducted by ASIA and MRS educators and emphasize customer service and workplace etiquette in a wide range of entry level positions. Topics include mock interviews, completing job applications, telephone skills training, job searching methods and telephone skills training.

Job Search assistance is provided by the job developer, Job Readiness and Self-Sufficiency Instructors (JRSSI) and program assistant who identify jobs, help participants apply on line or in person, and provide additional industry specific training if needed. Independent job search is also offered for clients who are job-ready. Activities include online job search, job preparedness, resume completion, field work, and applying at temporary employment agencies. When needed, transportation is provided for participants to fill out applications, attend job fairs and apply at temporary employment agencies. Language translation assistance is also provided for job interviews.

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. The date of placement is the first scheduled day of employment. Placement may be achieved with full-time, part-time, or seasonal employment.

Job Retention commences once a client is placed in a job. The program aide will continue to contact the employer at least once per month to support the client's job retention. Specific evaluations are noted on the 30th, 60th, 90th, and 180th day of employment.

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 thirty (30), 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 employability assessment
- a Self-Sufficiency and Employability Plan (SSEP), updated monthly as needed but at a minimum, annually
- 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

II. Program Outcomes and Reporting

- Number completing the Individual Employment Plan (IEP)
- Number advancing a level in ESOL
- Number achieving job placement
- Average wage at employment entry
- 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
- Number of families receiving emergency rent and utilities assistance (families at risk for homelessness)

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 and trimester management report of program activities for all participants referred to the program as well as a final report reflecting the program performance and outcomes achieved.

I. 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 (SSEP) with evidence (e.g. review dates and signatures) that it is reviewed and updated at least annually.
- 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)

Catholic Charities Corporation Migration and Refugee Services (MRS) will serve 340 refugees in partnership with International Services Center of Cleveland (ISC), US-Together (US-T), Asian Services in Action (ASIA, Inc), and Lakewood ABLE/Tri-C. The goals of the program are:

1. Refugees will participate in up to 35 hours of vocational English/work and/or training activities to learn hard and soft skills needed in the workplace, which will increase their options for employment.
2. Refugees receiving OWF will receive the training and/or coaching assistance to maintain benefits without interruptions.
3. Refugees' communication skills, including reading, writing, speaking, and understanding English will improve as a result of participating in the program.
4. Participants will receive the necessary assistance to overcome barriers to employment.
5. Refugees will be able to apply for cash, medical and food assistance, day care vouchers, and other benefits/work supports, which will assist them in their transition from welfare to work.

The program will be offered through this collaboration. The model includes components from vocational English instruction, vocational training, and supportive services designed to promote employment and advance the refugees integration into their communities. The model includes the adjustment and support along with adaptability for participants to find early employment and stronger vocational skills. For the first time, services will be easily accessible and available to all refugees across Cleveland carried out by staff from the three Cleveland resettlement offices.

Target Population

Types and intensity of services will be determined based on the following categories with the most emphasis on the first two tiers:

Tier I – Newly-arrived refugees during the first year in the U.S.

Tier II – Refugees receiving OWF, Refugee Cash Assistance, or Social Security Benefits

Tier III – Unemployed refugees who are not receiving OWF, Refugee Cash Assistance (RCA), or Social Security Benefits.

Tier IV – Employed Refugees in need of job retention services.

The components of the program along with the organizations responsible for facilitating the services are included in the following table.

| <u>Service</u> | MRS | ISC | US-T | ASIA | Lakewood ABLE |
|--|------------|------------|-------------|-------------|--------------------------|
| Complete Employability Assessment | x | x | x | | |
| Develop Budget | x | x | x | | |
| Offer Case Management | x | x | x | x | |
| Arrange Transportation | x | x | x | x | |
| Offer Emergency Services (in-kind and community referrals) | x | x | x | x | X |
| Perform Language Proficiency Assessment | | x | x | | X |
| Teach ESOL | | x | x | | X |
| Offer ESOL | x | x | x | | |
| Teach Vocational Education Seminars | x | x | x | x | X |
| Offer GED Classes | | | | | X |
| Citizenship and Green Card Services | x | x | x | x | |
| Connect to Health Services | x | x | x | x | |
| Connect to Public Benefits (OWF, HEAP, SNAP, WIC) | x | x | x | x | X |
| Conduct ongoing cultural orientation and workplace orientation | x | x | x | x | X |
| Teach job readiness skills | x | x | x | x | X |

The program will be managed by Catholic Charities as the lead agency and responsible for contractual compliance. Activities will be delivered at 5 different locations with the majority of activities being executed at the 3 resettlement offices located geographically across Cleveland and near where the refugees live:

West: MRS at 7800 Detroit Ave, Cleveland, Ohio

Central: ISC at 815 Superior Ave # 100, Cleveland, Ohio

East: US-T at 2904 Noble Rd, Cleveland Heights, Ohio

Program Activities

Employment Services – are provided by the job developer, program assistant, job readiness and self sufficiency instructor (JRSSI), or designated service provider who will conduct the Employability Assessment (EA) and determine clients' employment barriers. Clients will be tested to determine their language proficiency and skills level. The service provider will work collaboratively with the client to develop an Individual Employment Plan (IEP). The plan will be reviewed regularly and updates will be reflected in the case notes and IEP as needed. When appropriate, the JRSSI will also enroll or refer clients to specific classes, and seminars offered by the provider that will enhance employability of the client. The JRSSI will also track attendance and report attendance as necessary.

Case Management – MRS, ISC, UST, and ASIA will provide case management services. Case management occurs from program enrollment through 180 days of job retention. The case management staff will be responsible for the overall coordination and documentation of services that are updated monthly in case notes. Case management staff provide regular hands-on assistance by helping participants apply for public benefits including childcare, HEAP, and WIC. Additionally, case

management staff escort clients to CJFS appointments, job interviews, drug screenings as well as visit employers to get updates on job performance, administer pre-and post tests, and collect pay stubs. The participant to case manager ratio is 50:1. Case management files will include, at a minimum:

- Employment Assessment (EA)
- Self-Sufficiency and Employability Plan (SSEP)
- Individual Employment Plan (IEP)
- Eligibility Documentation (I-94)
- "Consent for Release and Sharing Information" form.
- Calendar of classes/course scheduled customized only for participants who are receiving OWF and need a specific number of required hours.

English for speakers of other languages (ESOL) – ESOL classes will be at MRS, UST, and ISC. The classes offered through ASIA will be provided by Cuyahoga County College (Tri-C), Adult Basic Literacy Education (ABLE) program and Parma ABLE and supplemented by the collaborative agencies.

The classes will be taught at three levels: pre-literacy, basic to intermediate literacy, and intermediate to advanced literacy. All classes and courses will lean toward employment vocabulary. Students will be referred to the ABLE program by collaborative program staff (RSSP staff and non- RSSP staff). Upon enrollment, students will take a pre-test and also receive follow up testing (progress testing) using the CASAS series of ESOL learning assessments. Pre- and post-test assessments will be kept separate from the case file but available for review at the case file review. ABLE teachers will also develop and conduct pertinent employment skills training classes that will include job related conversation and reading, vocational specific terminology, technical vocabulary and literacy practice necessary for the workplace.

Employment Skills and Training – includes short term, certificate, occupational training. These opportunities will be offered at MRS and at various times throughout the day. Depending on the class they will be for 1-3 hours. Classes will also change and be developed based on feedback and interests of the participants. Currently classes include: Job Readiness, Vocational Math, Hospitality and Training, Computer Hardware Assembly, Microenterprise & Agriculture, Independent Job Search, Work Place Vocabulary, Cash Handling, Time Management, Independent supervised Job Search, Transportation, and Life Skills, designed to prepare clients for success in achieving and retaining employment.

Interpreting and Translation - provided when needed for situations where refugees cannot sufficiently communicate with medical providers, social services, courts, the Provider staff and other community partners. All qualified refugees may access this service at any time.

Social Service - activities include: transportation assistance, outreach services, health related services, (health screening and treatment referrals), home management, and citizenship and naturalization service's connection to public assistance.

Family Mentors (Home Managers) - are volunteers who provide basic assistance to newly arrived families. The volunteers are a family's guide to the community. They provide extra help, donate or collect household goods for the family, provide social support, and assist with tutoring.

Independent Job Search – this activity will be an alternate offering for those clients who test exempt from ESOL level or test into the highest two levels of ESOL based on the CASAS 5 or 6. The client will be responsible to document activities and turn them into designated staff member. Activates will include application acquisition and submission from local business, online job search, resume development, staffing agencies, participation in outside trainings and field work.

Job Retention Services - employment retention services are provided to clients whether employed when they enter the program or once employment is obtained. Regular communication and a strong focus on employer relationships plays an important role in job retention. Once a client is placed on the job, the employment staff will continue contact with the employer.

Performance Measures

| Completion of employability assessment, IEP and active case management and served through one or more components of the program. | 340 | Completed IEP and case notes | Year end, tracked quarterly |
|--|----------------------------|--|-----------------------------|
| Remove one or more barriers to employment (IEP, assessment tools, pre and post tests, transportation, children, emergency assistance, recertification, immigration legal services, citizenship assistance, and health and social services access). | 85% of all enrolled adults | Case notes | Year end, tracked quarterly |
| Participants who are placed in gainful employment that is unsubsidized and is at or above minim wage | 170 | Copy of pay stub or other comparable documentation | Year end tracked quarterly |
| Participants who obtained and maintain a job for 30 days | 127 | Pay stub or other comparable documentation | Year end, tracked quarterly |
| Participants who obtained and maintain a job for 90 days | 102 | Pay stub or other comparable documentation | Year end, tracked quarterly |
| Participants who obtained and main a job for 180 days | 80 | Pay stub or other comparable documentation | Year end, tracked quarterly |
| Refugee households who are matched with a family mentor | 25 | Case notes | Year end, tracked quarterly |

| Measure | Target | Method of Data Collection | Frequency |
|---|--------|--|-----------------------------|
| Enrollment into ESOL class based on assessment (levels: Non Literate and levels 1 through 6; with 6 as most advanced) | 209 | Classroom attendance sheet | Year end, tracked quarterly |
| Advancement of 1 or more level CASAS | 90 | Assessment in case file | Year end, tracked quarterly |
| Participants who are enrolled into Employment Skills Training(Vocational Math, Cash Handling, Time Management, Parenting & Life Skills, Transportation, Workplace Health & Hygiene, & Workplace Literacy) | 100 | Certificate, or verification of complete from instructor | Year end, tracked qtrly |
| Participants in Vocational Training & Seminars (Hospitality Training, Computer Skills Training, Microenterprise & Agriculture Training, Outside Training Offerings such as Esperanza Threads, STNA Training, offerings from various schools and community organizations) | 80 | Certificate, or verification of complete from instructor | Year end, tracked quarterly |
| Percent of OWF participants who maintain benefits through achieving required hours as indicated in IEP | 75% | Attendance record | Year end, tracked quarterly |

Continuous Quality Improvement

MRS strives to ensure optimal quality assurance in all services offered and understand the difficulty working in collaboration with four partners. MRS is adaptable and agile and based on consumer feedback and program reviews will make changes in program delivery as to ensure high quality of compliance delivered in an effective matter. Cultural and language barriers can play a substantial role in inhibiting successful service delivery. MRS and its partners address many of these concerns with its diverse, multilingual staff and large pool of on-call interpreters. As the lead agency MRS staff and full-time volunteers attend a regular weekly team meeting to communicate and delegate responsibilities. In these meetings, staff will discuss specific cases, troubleshoot problems, and determine priorities for each department—ensuring that clients are receiving the best possible support and any challenges can be dealt with as they arise.

In addition, all employees involved with employment and training participate in a separate weekly meeting to discuss new job developments, classes and vocational training, attendance and reporting, specific cases and any other relevant matters. If a particular client's case requires immediate attention (such as an issue with public benefits being suspended), additional meetings are held to communicate and address that concern. This model of supervision will be taught at the collaborating agencies by

experienced MRS staff and replicated in collaborative partner's service delivery as to ensure uniform service delivery.

In addition to these meetings, the Program Director monitors progress and conducts regular spot audits of the employment program. Internal audits include:

- Random reviews of case files, case notes and attendance reports to ensure that files are accurately being maintained and the consistency with information shared at regular staff meetings.
- Sitting in on the intake process to verify proper procedure and provide coaching to staff accordingly if training or development issues arise.
- Sitting in on ESOL, cultural orientation and other trainings and sources to verify enrollment, assess quality of instruction, curriculum, etc.

MRS completes annual evaluations of all staff, during these evaluations overall competencies, goals and objectives are reviewed. The quarterly reports that are submitted to the county are also used as review tools for MRS to ensure that benchmarks are being met and any procedural concerns are being addressed.

Regular program management meetings between all collaborating partners occur weekly at first and move to monthly once up and running at these meetings they will discuss updates, progress, gaps in services and how to address them. The Operations Manager and Program Director also maintain regular correspondence by phone and e-mail in addition to these formal meetings.

- Contract spells out regular meetings between project directors from each agency
- Sets deadline for submission of fiscal and programmatic reporting
- Site visit where program is delivered to verify service(s) are delivered appropriately
- Each subcontract agency has its own quality assurance system which further supports integrity of the RSSP contracted services (e.g. ASIA has policies in place to address client grievances; its employees are 6-month and year end performance reviews which are directly tied to program performance, service delivery, and client satisfaction; there is also opportunity for program clients to provide formal and informal feedback)

Client Satisfaction

Feedback from clients is highly valued and has allowed us to adapt and refine our programming over the years. After employability assessment and IEP are developed, a monthly Client Satisfaction Survey is administered by interpreters. The surveys are kept anonymous to encourage honest feedback, but are also relatively simple so clients and translators can easily understand the questions asked. There are designated areas to provide additional comments and suggestions. Participants in ESOL classes will also complete a survey at the end of the program to provide information on the quality of content, relevance of information learned and feedback for improvement. Participants in other vocational training courses outside of RSSP (such as STNA) will also have the opportunity to share any feedback on the training received with their MRS case manager. Recertification's for these outside vocational trainings are also reviewed quarterly to ensure these programs are in compliance with industry standards and meet the cultural and linguistic needs of refugee participants.

In order to ensure any problems can be identified in a timely manner and the program can make necessary adjustments, completed Client Satisfaction surveys are initially uploaded by staff members into an excel database. This allows the results to be tracked, evaluated and compared over time. MRS

looks for trends by language group and in areas that may need improvement. Most importantly, these results, along with any informal or verbal feedback given, are brought to the attention of staff during weekly meetings (and, if the information is relevant, introduced at the regular meetings with collaborating partners) so feedback can be acted upon. All organizations maintain the flexibility to continually adapt programming to make adjustments and changes based on the changing needs of our clients and the feedback they provide.

As mentioned earlier, MRS, ISC, UST, ASIA, Inc., and Lakewood ABLE has board approved client grievance procedures. These are posted in the office's front lobby area and made available in writing upon request. These procedures include the level of remedies provided to the client, the required documentation to be completed and the timeline of the agency's response to any grievances made.

Suggestion Boxes

A suggestion box is located in the large classroom at Catholic Charities. Next to the box is a stack of suggestion slips for the clients to complete. Similar boxes will be set up in the classrooms used by UST and ISC. The slips are simple for the clients to use, requiring them only to circle or write in their first language. There are about a dozen of our most commonly spoken languages listed on the suggestion slip. Clients are then able to write down any questions or suggestions they might have for our staff in their own languages. The slips are then passed on to our licensed social worker to be interpreted and addressed in monthly language-specific meetings. Allowing the clients to express their concerns anonymously in their own languages allows them to get questions answered that they might otherwise be afraid to ask and to make suggestions they may not want to make to the staff directly.

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 to provide employment and refugee social services for eligible refugees in an amount not to exceed **\$432,632.00**.

- 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 **\$239,682.00**

| | |
|--------------------------|------------------|
| Director | \$ 14,471.00 |
| Program Director | \$ 14,702.00 |
| Job Readiness Instructor | \$ 34,150.00 |
| Job Readiness Instructor | \$ 33,704.00 |
| Job Developer | \$ 36,213.00 |
| Program Administrator | \$ 19,298.00 |
| Program Aide | \$ 18,016.00 |
| Office Manager | \$ 7,118.00 |
| Business Administrator | \$ 6,318.00 |
| Fringe Benefits | \$ 55,692.00 |

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.

- II. The Agency agrees to reimburse the Provider for Direct costs incurred in an amount not to exceed **\$192,950.00**

| | |
|------------------------------------|--------------|
| Contract and Professional Services | \$164,185.00 |
| Travel | \$ 6,946.00 |
| Consumable Supplies | \$ 2,494.00 |
| Occupancy | \$ 19,325.00 |

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.

- III. In order to meet the objectives of this program, the Agency agrees to allow for the shifting of dollars within and between Items I and II 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.

- 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 assistance 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:

Cuyahoga Job and Family Services
Division of Contracting
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.



Cuyahoga County Refugee Social Services Program

Participant Self-Sufficiency & Employability Plan

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: _____

Primary Language: _____

Secondary Migrant (Y/N): _____

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

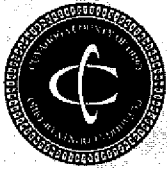
Medical: Yes No

Child Care: Yes No

Transportation: Yes No

Participating in Matching Grant Program? Yes No

If Yes, With Which Resettlement Agency?



Cuyahoga County Refugee Social Services Program

Participant Self-Sufficiency & Employability Plan

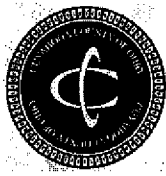
Assistance Group (Household) Composition & Employment Status of Adults:

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: | |



Cuyahoga County Refugee Social Services Program

Participant Self-Sufficiency & Employability Plan

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: _____



Cuyahoga County Refugee Social Services Program

Participant Self-Sufficiency & Employability Plan

Employment & Training History:

(List any previous employment or training experiences)

| Position Held: | From: | To: | Location: | Wages | PT or FT | Benefits (Y/N) |
|----------------|-------|-----|-----------|-------|----------|----------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

| 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: _____