

CUYAHOGA JOB AND FAMILY SERVICES

PURCHASE OF SERVICE CONTRACT WITH THE CENTERS FOR FAMILIES & CHILDREN

THIS CONTRACT made and entered into this _____ day of _____, 2014 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga Job and Family Services ("Agency") and The Centers for Families & Children a nonprofit corporation with principal offices located at 4500 Euclid Avenue, Cleveland, Ohio 44103, (the "Provider").

I. TERM

This contract will be effective from February 1, 2014 through January 31, 2015 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, Food Assistance and Employment Training (FAET), CFDA number: 10.561. The Provider is aware that funding for the services under this contract will not be continued after January 31, 2015. Acknowledgment for funding this contract and its deadline is shown by the initials of the Provider on the line below.

Provider Representative Initials. _____

S&T

The total amount of the contract cannot exceed \$287,944.00 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 computer-based employment readiness and job skills training for OWE/FAET recipients 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 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. ELECTRONIC SIGNATURES

By entering into this Agreement The Centers for Families and Children agree 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. The Centers for Families and Children also agree 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

2014-02-20 15:56:23

THE CENTERS FOR FAMILIES & CHILDREN

BY:


Date 1/10/14

EXHIBIT I

STATEMENT OF WORK (Agency)

The Agency agrees to enter into a contract agreement with The Centers for Families & Children hereinafter referred to as (Provider), for the period of **February 1, 2014 to January 31, 2015** to provide computer-based employment readiness and job skills training at the CJFS Reserve Square Computer Lab for work required OWF/FAET recipients.

Program Objectives

The Provider will serve OWF/FAET participants referred by the Agency who are required to participate in supervised allowable work activities in order to continue their benefit eligibility.

I. Program Activities and Definitions

Orientation and Individual Assessment will consist of a video introduction to the computer-based learning environment and lab rules and processes as well as an individual or group meeting that includes a self-assessment of training needs, a basic computer test, and one-on-one interview to determine participants' schedule and activities.

Job Readiness Workshops are 1-2 hours long and delivered daily at a minimum, workshop space permitting. Topics will include resume writing, interviewing, computer basics, applications, job search engines, workplace diversity, and job retention.

Resume Computer Work includes instruction on formatting, building, tailoring, saving and accessing resumes on line.

Job Search includes computer-based applications and job search (e.g. Job-Hunt.org, Quintcareers, Ohio Means Jobs, Monster, Career Builder, etc.); online assessments and tutorials for participants needing additional computer skills; videos and one-on-one assistance. Additional job search tools will include paper job applications and job leads.

Online Training Curriculum will be provided via webinar, YouTube, and online instruction that will deliver certifiable and non-certified skills. Additional software options include Aztec Learning Software, Telephone Doctor Customer service, Typing Pal and Typing Master, and English for Speakers of Other Languages (ESOL) courses.

Computer Lab Monitoring and Evaluation consists of a monthly review of files, reports, outcome achievements and other program requirements by performance improvement staff in conjunction with quarterly, Agency-wide cumulative performance assessments which include an analysis of key operational indicators, descriptive data, consumer outcomes and service utilization. In addition, the computer lab supervisor will compile program data monthly and report results to the operations manager who will report any areas in need of improvement.

Equal Access to all services will be provided at the Reserve Square Computer Lab and will consist of at least one bi-lingual staff (Spanish). A bilingual staff member will always be present to assist monolingual Spanish speaking participants. Written class materials and core workshops will be offered in both English and Spanish. Many online training programs and job search videos are offered in Spanish.

Participant Tracking is the responsibility of the career consultants and is supported by an Access database and Excel spreadsheets exclusively designed for this program. The Access database includes the schedules of each participant and reports include participant progress. The program supervisor is responsible for the collection and maintenance of reporting program outcomes.

Customer Satisfaction information is collected via survey to a statistically significant number of participants upon completion of their hours. The survey is voluntary and anonymous.

II. Program Outcomes and Reporting

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. All areas subject to performance monitoring are to be addressed in monthly report(s). In addition, the monthly report(s) should also indicate the monthly and year-to-date totals for:

- Number of participants referred
- Number of orientations and assessments
- Number of workshops held
- Number of participants completing assigned hours
- Daily, weekly, monthly computer lab utilization

The Provider must establish access to and utilize the iWAM 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.

III. Additional Responsibilities

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

- Completed orientation and assessment documentation
- Case notes as necessary detailing participant progress, contacts, etc.
- Documentation of attendance, including both attended and failed hours
- Documentation verifying all services rendered and all participant benchmarks achieved

The Provider must only serve individuals referred to them by the Agency. If a referred individual does not appear to meet the program criteria, the Provider will inform the Agency worker and refer the individual back to the agency.

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)

The Centers for Families and Children (a.k.a. The Centers) through its El Barrio Center for Workforce Development will deliver computer-based employment readiness and job skills training services based on the concept of individual accountability in the form of a drop-in model. Participants have applied for public assistance and are waiting for a start date, transitioning between programs, are receiving food assistance only or at a personal stage in which a structured job placement program is not appropriate for their needs. They are required to fulfill a certain number of hours in allowable activities which El Barrio will offer at the computer lab located in Reserve Square for them to comply.

El Barrio will staff the labs with fully qualified individuals with experience in working with individuals in transition to work and ensure that the computer labs address a variety of learning styles through the use of different media while delivering allowable core and non-core activities. Program participants will make progress in their job readiness or acquire/improve job skills while complying with their participation requirements.

All services will be delivered in both English and Spanish; including a full time bilingual (Spanish) career consultant at each site, materials and available online training programs and websites. If a participant speaks a language other than these, he/she will receive orientation and individual assessment with interpretation services. For daily assignments, staff will identify appropriate online resources to comply with core and non-core hours.

Each participant will come in and, based on their participation requirements and availability, will arrange their own schedule for the day with one or more of the following:

1. Orientation and individual assessment (when participants first arrive);
2. Job readiness workshops;
3. Resume computer work (building or tailoring resumes);
4. Online training; and,
5. Job search (online or otherwise).

1. Orientation and individual assessment

Orientation will include two phases:

- a) A video presentation of the main rules of the lab; and,
- b) An individual or group meeting, as needed, to verify understanding of the rules, assess new participant, and sign participation contract.

The assessment will include the following:

- a) Self disclosure document will identify training needs and interests

- b) A basic computer test will assess basic computer knowledge and proficiency
- c) The one-on-one interview will provide an opportunity for the El Barrio staff member to learn more about the participant.

Based on the assessment findings, each participant will receive a schedule detailing the dates, times, and activities in which they agree to participate. The schedule will be done in conjunction with the client and tailored to their interests; offering them the flexibility to schedule themselves around appointments and transportation needs, should their hourly requirement permit. It also offers them variety in activities and some control of their participation in an effort to increase the probability of the client being engaged and meeting their participation requirements.

2. Job readiness workshops

In order to provide an effective and engaging use of time for program participants so that they meet participation requirements and increase their skills to obtain employment, a minimum daily, 1-2 hour workshop will be delivered, space permitting on one of the following topics:

- Resumes 101
- Resumes – part II
- Cover letters
- Types of interviews
- Preparing for an interview
- Computer basics
- Online Assessments
- Webinars
- Presenters
- Practicing for interviews
- In the interview
- Interview questions
- Interview questions II
- Interview follow-up
- Group applications
- Diversity in the Workplace
- Job Retention
- Job Search Engines

3. Resume computer work (building or tailoring resumes)

Every effort will be made so that each participant will be equipped with an effective resume, and that the participant is empowered to learn how to access their resume at any time — especially after leaving this program. Staff will assist participants to create, tailor, proofread, provide feedback and modify resumes, when necessary. Participants will learn how to save and later access resumes and how to use electronic and physical means to save resumes. Online work on resumes for Spanish speaking participants could be made easier by the set up of some computers all in Spanish. This will allow participants to be somewhat more independent and self reliant, and will be a more inviting environment for Spanish speakers.

4. Online training

El Barrio will offer software and online instruction that will deliver certifiable and non-certified skills to job seekers. Some of these programs also record the time spent on the program and allow for completion of assignments from any computer. This will allow for participants to work from an off-site computer at a library near home, or at home, if possible and necessary.

In addition to some of the websites described for job search, online training options that will be offered may include Aztec Learning Software, Telephone Doctor Customer Service series, typing software, English for Speakers of Other Languages online courses, Microsoft Word and Excel training, Words for Work and www.Mastery.comsoft for soft skill industry specific and employer expectations.

5. Job search

Program participants will be made aware that an increasing majority of employers have moved away from paper applications towards computer-based applications, and as a result they will need to realize that the majority of their job search time will need to be dedicated to computer-based job searches. Participants will need assistance navigating the different employer websites and job search engines, uploading resumes into applications, attaching resumes to e-mails, completing online assessments, reviewing for accuracy, and general computer assistance, among many services. Computers and staff will be available to participants during all hours of operation.

Based on low computer proficiency assessment results, participants will be set up with tutorials that address very basic instruction to computer beginners or referred to partnering agencies for basic computer instruction. They will also receive one-on-one assistance from staff to make sure that they increase their computer exposure and proficiency.

A long list of websites will be used in online job search, such as:

- Ohio Means Jobs
- Mynextmove.org or miproximopaso.org (Spanish version)
- mySkillsmyFuture
- GCFlearnfree.org
- Job-Hunt.org
- Indeed.com
- SimplyHired.com
- CareerBuilder.com
- Monster.com
- Quintcareers.com
- RileyGuide.com

Benchmarks and Performance Measures

The El Barrio Center for Workforce Development of The Centers for Families and Children will strive to deliver all services with high quality, customer satisfaction and contractual compliance. The staff to participant ratio will be 1:15 at all times. The lab will be fully functional while CJFS building is open. The Centers will make all efforts so that all materials and tools used in the computer-based training will be linguistically appropriate, tested and third-party supplied. The purpose of the computer lab is to assist participants in meeting their required hours as assigned by CJFS. The participant-driven scheduling, as well as the multitude of media options offered to fulfill this requirement, will encourage the highest rate of participation.

Performance measures and benchmarks:

- Individuals who complete orientation and assessment: 85% of clients who attend Day 1.
- Individuals successfully completing all of their program hours: 65% of those who attend

- Participant satisfaction rating: 85% respond *Strongly Agree* to Question 6- "I would strongly recommend this computer lab to others"
- Workshops delivered: minimum daily/site, space permitting
- Staff to participant ratio: 1:15

The Centers will administer satisfaction surveys to statistically significant numbers of participants upon completion of their hours. El Barrio Career Consultants will ask each participant to fill out the anonymous and voluntary survey. Results will be sealed and forwarded to The Centers' Performance Improvement staff to record and compile the results, which will be presented to the operations manager and program director for analysis and then to executive management for program compliance and performance execution.

EXHIBIT II

BUDGET

Cuyahoga Job and Family Services agrees to pay the Provider for the costs described below to the degree they are determined to be fair and reasonable to provide computer-based employment readiness and job skills training as described in the Program Design in an amount not to exceed **\$287,944.00.**

- I. Cuyahoga Job and Family Services agrees to reimburse the Provider for the costs incurred for salaries and fringe benefits for the following positions in an amount not to exceed **\$220,832.00.**

Director	\$ 7,678.00
Associate Director	\$ 4,632.00
Program VP	\$ 5,624.00
Supervisor	\$ 38,000.00
Career Coach (4 @ \$30,000 each)	\$120,000.00
Fringe benefits	\$ 44,898.00

- 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, Cuyahoga Job and Family Services agrees to allow for the shifting of dollars within line items as necessary without a formal amendment and without exceeding the approved contract amount. The Provider must submit this request in writing to the designated CJFS contract specialist for prior approval.

- II. Cuyahoga Job and Family Services agrees to reimburse the Provider for the following direct costs incurred in an amount not to exceed **\$39,987.00.**

Contractual and Professional Services	\$ 18,100.00
Travel	\$ 1,000.00
Consumable Supplies	\$ 10,000.00
Occupancy	\$ 4,165.00
Leased equipment	\$ 6,722.00

- 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, Cuyahoga Job and Family Services agrees to allow for the shifting of dollars within line items as necessary without a formal amendment and without exceeding the approved contract amount. The Provider must submit this request in writing to the designated CJFS contract specialist for prior approval.
- III. Cuyahoga Job and Family Services agrees to reimburse the Provider for indirect costs in an amount not to exceed **\$ 27,125.00.**
- To receive reimbursement for indirect costs, the Provider must submit an invoice for the costs incurred/allocated during the billing month.
- IV. The Provider agrees that the services being contracted for are not available from their agency on a non-reimbursable basis for less than the unit rate and that the level of service to public assistance recipients is guaranteed.
- V. The Provider understands that failure to comply with these provisions may result in returning any funds received from CJFS that were in violation of any of the provisions contained above.
- VI. For payment processing, an invoice must be submitted by the 15th of the month following the month services were provided. All invoices must be submitted to:

Cuyahoga Job and Family Services
1641 Payne Avenue, Room 510
Cleveland, Ohio 44114
Attn: Deborah Cartwright, Contract Specialist
Ph; (216) 987-8163; Fax (216) 987-7090
Email **ganiml@odjfs.state.oh.us**