

## CUYAHOGA JOB AND FAMILY SERVICES

### PURCHASE OF SERVICE CONTRACT WITH CATHOLIC CHARITIES CORPORATION

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 **Catholic Charities Corporation**, a nonprofit corporation with principal offices located at 7911 Detroit, Cleveland, Ohio 44102, (the "Provider").

#### I. TERM

This contract will be effective from March 1, 2014 through February 28, 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, Temporary Assistance for Needy Families (TANF), CFDA number: 93.558. The Provider is aware that funding for the services under this contract will not be continued after February 28, 2015. Acknowledgment for funding this contract and its deadline is shown by the initials of the Provider on the line below.

Provider Representative Initials. B. W

The total amount of the contract cannot exceed \$554,240.00 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 sanction compliance programming and support services for Ohio Works First (OWF) 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/](http://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 \$25,000.00, 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.

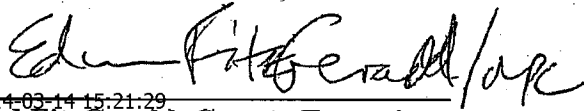
**XXXVIII. ELECTRONIC SIGNATURES**

By entering into this Agreement 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.

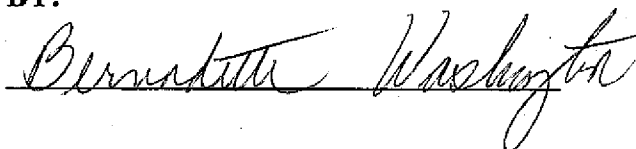
**COUNTY OF CUYAHOGA, OHIO**

BY: Edward FitzGerald, County Executive

  
2014-03-14 15:21:29  
Edward FitzGerald, County Executive

**CATHOLIC CHARITIES CORPORATION**

BY:

 1-24-14  
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 of March 1, 2014 to February 28, 2015 to provide sanction compliance programming and support services for OWF recipients losing cash assistance due to a sanction or time limits.

#### **Program Objectives**

The Provider will serve OWF participants referred by the Agency who have lost cash assistance due to a sanction or will exhaust their OWF cash assistance and are experiencing health and/or safety issues in the home. Refugee participants in receipt of OWF who are about to exhaust their cash assistance and/or who have been sanctioned will receive sanction compliance programming and support services via the Catholic Charities Corporation Office of Migration and Refugee Services.

#### **I. Program Activities and Definitions**

**Outreach** to families losing cash assistance includes one phone call to participants referred by the Agency to explain why the client is losing cash assistance and what he/she must do in order to regain eligibility if the loss of cash is due to a sanction. In addition, for those having trouble making ends meet, a telephone triage of the client's situation will be offered as well as community-based resources to address areas of concern. Phone contact will be attempted within 5 business days of receiving the referral.

**Telephone triage** includes a brief interview, utilizing the Agency's Telephone Triage Form, which evaluates the client's housing, personal safety, basic needs, health and well-being and employment goals. For those who are determined in further need of services, an in-office appraisal interview will be offered.

**Appraisal interview** is offered in-office following the telephone triage interview for participants requesting further assistance and/or for whom the triage findings indicate the need for intervention or assistance accessing resources. For clients unable to come in to the office, an appraisal in the home will be offered. Appraisal interviews will be scheduled within 10 business days of the telephone triage. For any area determined "questionable" or "inadequate", the Provider will identify community-based resources to address the unmet need(s). The Provider will utilize the Agency's Home Appraisal Form to record appraisal findings and referrals made. Triage findings (reason for referral) are referenced in the Appraisal.

**Resource guide** is available to any client requesting further information. The guide is comprehensive and current and organized by service type and neighborhood. The guide also includes sanction compliance information. For refugees, resources are customized to specific individuals and will address the refugee's employment plan. The resource guide is continually updated with new and additional services.

**Informational workshops** are three hour educational and motivational workshops, held Monday through Friday, for sanctioned clients expressing a desire to regain benefit eligibility. The agenda will include an overview of benefit eligibility and the Principles of Success and Your Employment Success curriculum from VantEdge. Materials are available in English and Spanish.

**One-on-one interview** is conducted with individuals wishing to regain benefit eligibility. During the interview, the client signs the Sanction Compliance Agreement. The reason for the sanction will be discussed as well as an assessment of the client's basic skills, strengths and abilities and social support systems and activities that need to be completed in order to regain eligibility. Second and third tier sanctioned individuals will be advised of their sanction compliance activity options.

**Individual Service Plan** is completed for second and third tier sanctioned individuals who wish to comply in order to regain their benefits after the minimum sanction period is served. The ISP is devised from the employment activities and/or training options agreed upon by the customer.

**Sanction compliance programming** is offered 35 hours per week, Monday through Friday from 8:30 a.m. to 4:00 p.m. at the Midtown office, in a stand-alone format to allow for immediate enrollment. Stand alone activities include job readiness, job search, job club, personal responsibility, attitude, and soft skills.

**Additional services** will be offered for participants who need to complete more than 35 hours during the 14 day sanction compliance period. Options include volunteer work or community service or school/vocational training.

**Emergency assistance** will be provided for clients exhausting their OWF benefits and have a one-time emergency need as determined by the Provider. Eligible individuals must have explored and exhausted other community resources including PRC (Prevention, Retention, and Contingency). Emergency assistance will be provided within 48 hours of identifying the need and requests over \$100.00 must receive prior approval from the Agency. The Provider will utilize the Agency's Emergency Assistance (EA) Request form.

**Equal access** to all programs and services will be offered through bi-lingual Spanish-speaking staff, independent contractors, and access to interpretation services for the deaf and hard of hearing.

**Participant tracking and attendance reporting** will be conducted via an Excel spreadsheet and the Provider's ETS Data System with the ability to upload information to the Agency. Attendance will be recorded on paper and entered into the system daily. The provider will submit a weekly report which includes the status and outcomes of key program activities including outreach attempts, triage and appraisal outcomes, emergency assistance issuance, workshop and compliance activity attendance, and whether sanction compliance was met. Each participant will have a case record which includes attendance information.

**Customer satisfaction** feedback will be collected for both program participants and Agency staff. Participants will be asked to provide feedback at the conclusion of sanction compliance activities. The information will be used to improve services. The provider will also solicit anonymous

satisfaction feedback from Agency staff. The data will be aggregated into reports by the Quality Improvement Department and analyzed by the Director to determine whether changes need to be made to improve an aspect of the program.

## **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 individuals contacted by type
- Number/results of telephone triage interviews completed
- Number of in-office/home appraisals scheduled
- Number/results of in-office/home visits completed
- Number and type of requests for emergency assistance
- Number and type of emergency assistance issued
- Average/range of emergency assistance dollar requests
- Number of individuals scheduled/attended workshops
- Number of individuals that completed an ISP
- Average/range of sanction compliance hours required
- Number/percent of individuals completing compliance hours in 14 days
- Number/percent of individuals satisfied with the program

**The Provider** may need to establish access to and utilize the iWAM system as the primary tool to create enrollments, accept or decline service authorizations, report attendance 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 telephone triage, appraisal, assessment, and ISP forms if applicable
- Case notes as necessary detailing participant progress, referrals, 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)**

#### **Overview**

Catholic Charities Corporation (CCC) will provide Sanction Compliance Programming and Support Services for Ohio Works First (OWF) Families Losing Cash Assistance. The program is a collaborative effort of CCC's Treatment, Prevention and Recovery division (for outreach and referral), CCC's Community Services division (for sanction compliance) and CCC's Migration and Refugee program (for services that involve refugees in receipt of OWF). The overall goal of the program is to ensure that the health, safety and basic needs of families losing cash assistance are maintained and to offer sanctioned individuals the opportunity to engage in allowable sanction compliance activities so that they regain benefit eligibility or achieve their longer term employment goals.

Sanction compliance programming and support services will be offered at the CCC Midtown office, 3135 Euclid Avenue, Cleveland. Services for refugees and other eligible populations at CCC MRS Office, 7800 Detroit Avenue, Cleveland.

All sites are located on a major bus line and each has parking available in an adjacent lot.

#### **Target Population**

These services target Cuyahoga County families under sanction or approaching their 36 month cash time limit. The total number to be served is expected to be between 250 and 300 people per month and up to 3,600 individuals per year (including refugees). It is anticipated that approximately 60 additional clients served will be refugees. .

#### **Program Model**

Clients who lose their OWF cash assistance will be contacted by phone using the CJFS Telephone Triage Form, which ascertains needs in 5 areas: housing, personal safety, basic needs, health and wellness, and employment/job searching. Staff will a) identify participants in need of a more in-depth appraisal using the CJFS Family Well-Being appraisal tool covering 14 health and safety risk areas; b) schedule sanctioned persons who choose to regain their benefit eligibility to a 2-3 hour workshop, and c) send participants a resource packet. Clients/families in need who make themselves available or who request assistance will receive timely, high-quality triage, appraisal, education and referral services.

The sanction compliance workshops will be scheduled at CCC's Midtown site (3135 Euclid Avenue). Refugees will be scheduled at CCC's Migration and Refugee program (7800 Detroit Avenue, and if needed, at two partner sites in downtown Cleveland and Cleveland Heights). Sanction compliance activities will be offered 7 hours a day from 8:30 to 4:00 Monday through Friday. CCC will offer sanctioned OWF families comprehensive information/education workshops, case

management and compliance programming. CCC will provide an individualized assessment for individuals referred to the program. This model will focus on identifying the skills, needs, abilities and preferences as well as the services needed by the clients and monitoring the delivery of these services until the individual completes training, satisfies sanction reinstatement requirements, and/or achieves employability or economic self sufficiency.

The curriculum includes stand-alone one hour module work activities to enhance clients' employability and long-term employment success. During the information sessions participants will be taught the importance of attending activities. "Good cause" reasons for missing activities will be explained, as will the process for reporting an absence. Staff will document the date, length and reason for absence so that it can be reported as required.

### **Case Management for Sanctioned Individuals**

A licensed Program Manager oversees the program activities. For those participating at the Midtown office, one of two case managers (CM) will provide employment assessment and case management to program participants. For refugees, a job readiness and self-sufficiency instructor (JRSSI) will conduct the employment assessment. The JRSSI is currently dedicated to working solely with refugees and already has a relationship with them. The CMs and JRSSI provide participants with assessment tools necessary for them to develop a total awareness of their skills, strengths and abilities to promote the self-confidence required in today's world of work. The assessment will provide the CM or JRSSI with information regarding the participant's basic skills and social support systems that will help them overcome barriers to obtain employment.

### **Resource Packet**

Once CCC staff reaches a customer by phone, he/she will verify the participant's address so that a Resource Packet can be mailed if needed. CCC has created a resource guide specific for this program. The guide will be comprehensive and current, and organized by service type and neighborhood. A description of the Sanction Compliance and Support Services Program will comprise a section of the guide. Emphasis will be placed on resources related to the five triage need categories: housing, personal safety, basic needs, health and wellness and employment/job searching.

### **Customer Tracking**

Participant attendance will be tracked in this program through an Access Database and/or the county client management system, iWAM. CCC Migration and Refugee Services already uses the CJFS iWAM system to track and report refugee program attendance.

### **Performance Measures and Benchmarks**

The program will establish and monitor at a minimum the following performance measures:



<b>Outcomes</b>	<b>Performance Targets</b>
Number of clients enrolled monthly into the Workshop.	40
% of clients who successfully complete the Workshop.	75%
% of clients reporting satisfaction with the sanction compliance activities/workshop.	90%
% of clients reporting satisfaction with the program	90%
% of clients who re-engage in OWF benefits/meet compliance	45%
% of clients contacted within 5 days of receipt of referral	100%
% of in-office appraisal appointments scheduled within 10 days of the telephone triage.	100%
% of Appraisals that will address Triage findings	100%
% of Emergency Assistance requests that are issued within 2 business days of identifying the need	100%

## **QUALITY ASSURANCE**

The Program Manager is required to monitor the quality of the program and the reporting by staff, as part of his/her responsibilities. This person will assist with tracking the above measures and will incorporate observation and other measures to evaluate the program quality.

Quality is measured through record review, supervision, customer satisfaction and observation. CCC has a thorough job performance review and improvement system for staff whereby steps for improvement are documented with goals set and monitored. The Quality Improvement Team will utilize a QI checklist to document the review of reports. Each department also has a Clinical Supervisors' work group which conducts monthly peer review on all staff to measure their adherence to state and CARF record keeping standards and standards for customer care. Staff training will be offered to improve problem areas and customer and provider satisfaction results will also assist in monitoring the quality of the program. CARF accreditation requires the use of data to seek to improve processes and program products. The Sanction Compliance Programming and Support Services will be part of that effort and projects will be identified to continuously improve upon the tools and the reports to insure that in fact they are contributing to customer's ability to adhere to work requirements and to achieve self sufficiency. The Program Manager will also help implement the protocol relative to flow, responsiveness, efficiency and time management, by monitoring the timeliness of completion of data collection and reporting, in addition to the delivery of services. The Program Manager also will provide comments and scores the quality of the documentation and provides feedback on improvement through individual sessions with staff.

## 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 sanction compliance programming and support services for Ohio Works First (OWF) recipients as described in the Program Design in an amount not to exceed \$554,240.00.

- 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 \$439,221.00.

Director of Employment & Training	\$ 17,500.00
Program Director	\$ 1,785.00
Business Administrator	\$ 3,119.00
Program Manager	\$ 52,000.00
Administrative Assistant	\$ 32,656.00
Workforce Develop, Instr (2@ \$31,928 ea)	\$ 63,856.00
Retention Case Manager (2@ \$38,480 ea)	\$ 76,960.00
Retention Case Manager (MRS)	\$ 17,115.00
O & A Counselor (2 @ \$34,840 ea)	\$ 69,680.00
Fringe benefits	\$104,550.00

- 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 \$57,919.00.

Travel	\$ 4,585.00
Consumable Supplies	\$ 5,680.00
Occupancy	\$ 15,980.00
Other (Bus Tkts & Emergency Assist)	\$ 14,465.00
Leased equipment	\$ 17,209.00

- 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 **\$ 57,100.00.**

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 15<sup>th</sup> 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: Larry Ganim, Contract Specialist  
Ph; (216) 987-8242; Fax (216) 987-7090  
Email [ganiml@odjfs.state.oh.us](mailto:ganiml@odjfs.state.oh.us)