

**CUYAHOGA COUNTY
UNIVERSAL PRE-KINDERGARTEN (UPK) CONTRACT
WITH
EAST CLEVELAND CITY SCHOOL DISTRICT – SUPERIOR ELEMENTARY
SCHOOL**

This contract made and entered into this 15 day of December, 2011 by and between the County Of Cuyahoga, Ohio (the "COUNTY"), on behalf of the Office of Early Childhood ("OEC") and East Cleveland City School District, a not-for-profit public school, with principal offices located at 14305 Shaw Avenue, East Cleveland, Ohio 44112, (the "PROVIDER").

1. **SCOPE OF WORK/PROVIDER DELIVERABLES:** The purpose of the Universal Pre-Kindergarten (UPK) Program is to assure that all 3 to 5 year olds enrolled in a participating public or private child care center, preschool, or family child care home receive high quality care that promotes their development and readiness for kindergarten. 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), the COUNTY agrees to purchase and the PROVIDER agrees to develop and/or administer, manage, and ensure quality assurance of the Universal Pre-Kindergarten (UPK) Program in Cuyahoga County, for the Office of Early Childhood, according to conditions set forth in Exhibit I.
2. **CONTRACT PERIOD:** This contract is effective for the period commencing August 1, 2011 through July 31, 2012.
3. **CONTRACT VALUE AND RATE OF PAYMENT:** The aggregate value of this contract value for all services and parents reduced fees shall not exceed \$76,160.00. The total value of the contract is allocated as follows:
 - \$76,160.00 not to exceed amount for UPK Program Costs: the County shall pay the Provider an amount each month based on the total number of Class Days for each eligible child at a unit rate of \$6.80 for each class day. The Provider agrees to serve an average number of 64 children per month.
 - \$0 Not to Exceed Amount- This amount is allocated for and shall be used exclusively to cover 33% of the total amount of eligible Parents' Actual Fees for households with incomes at or below 400% of the Federal Poverty Limit (FPL) based on the 2011 Federal Poverty Level Guidelines as published in the Federal Register in January 2011.

OEC reserves the right to retain or reallocate any remaining or unspent amount from this contract.

4. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of public and private funds designated for this program. The PROVIDER also warrants that any cost incurred pursuant to this contract will not be allowable or included as a cost of any other financed program.
5. **COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article 1 and Exhibit I as set forth herein, the PROVIDER will be paid according to the criteria listed in Article 2 and Exhibits II and III.
6. **FAMILY ELIGIBILITY & FEE REDUCTION GUIDELINES:** Family eligibility and fee reduction guidelines for this program shall be determined by the PROVIDER based on eligibility requirements set forth in Exhibit III.
7. **BILLING REQUIREMENTS:** In order to receive payment for services rendered against this contract, the PROVIDER must submit typed and preferably computer-generated cost reimbursement invoices on a monthly basis to the COUNTY. All invoices must be completed, signed and submitted at the close of each calendar month along with the Monthly Attendance Report Summary and Daily Attendance Report(s) By Child from the COPA System, and fully completed UPK Parent Scholarship Worksheet(s). Monthly invoices and the appropriate support documentation should be mailed to the attention of:
Helen McCoy, Fiscal Manager
Office of Early Childhood
310 W. Lakeside Avenue - Suite 565
Cleveland, OH 44113
8. **PAYMENT:** The COUNTY shall review each invoice and support documentation submitted for completeness and accuracy prior to payment. The COUNTY will process the invoice for payment within 30 calendar days.
9. **DUPLICATE BILLING:** The PROVIDER warrants that expenses submitted to OEC for payment of UPK services are for actual services rendered to or on behalf of eligible families and these charges are not subject to nor constitute duplicate claims submitted to any other federal, state, local funder for reimbursement of the same services. The PROVIDER shall continue to use existing revenue sources for parent fee subsidies for eligible UPK services and shall not use funds provided through this contract as a means to reduce or supplant the use of other sources of public and private funds for this program.
10. **EVALUATION:** The effectiveness of the PROVIDER's services shall be measured by the achievement of the expected outcomes specified in the contract particularly Article I and Exhibit I. Failure to achieve performance goals may result in the termination of this agreement.

11. **MONITORING AND EVALUATION:** OEC, its contracted agency and the PROVIDER will monitor the manner in which the terms of the agreement are being carried out. Objectives should be set and level of compliance monitored in order to evaluate the extent to which program objectives contained in this agreement are being achieved. The PROVIDER agrees to provide OEC with reports as specified particularly Article 1 and Exhibit I relative to the effective operation of this program on a monthly or quarterly basis and a final report not more than 60 days after the end of the contract containing a complete financial reconciliation and a full program evaluation of activities during the contract period.
12. **SUBCONTRACTING:** Subcontracting or reassignment of any portion of UPK services in the performance of the scope of work is not permitted. Therefore, the PROVIDER is prohibited from subletting, subcontracting or reassigning any portion of UPK services contained in Article 1 or Exhibit I of this contract to any other agency or entity.
13. **FINANCIAL RECORDS:** The PROVIDER shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state or department personnel. Such records shall also be subject to inspection by the individual or entity selected for an audit if required by Article 13 of this contract.
14. **AVAILABILITY AND RETENTION OF RECORDS:** The PROVIDER shall maintain and preserve all records related to this agreement and the administration of this program for a period of three (3) years. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the Provider shall retain the records until completion of the action and all issues which arise from it, or until the end of the three (3) year period, whichever is later.
15. **PROGRAMMATIC & FISCAL AUDIT RESPONSIBILITIES:** The PROVIDER shall submit any reporting, auditing, monitoring or quality assurance requests made in writing to the PROVIDER by OEC during the contract period as specified in, but not limited to, Article 9 of this contract and Exhibits I and IV.

The PROVIDER also agrees to, if required by the Director of OEC on the basis of evidence of misuse or improper accounting of funds, to conduct an independent audit of expenditures and make copies of the audit available to OEC. Failure to provide such information shall be reason to suspend payments to the PROVIDER until any and all questions or irregularities are resolved.

In addition, the PROVIDER shall submit to OEC, an Annual Compliance Audit conducted by an independent CPA individual or firm in compliance with Federal OMB Circular A-133 if expenses incurred against this agreement are over \$300,000.00 or in accordance with the Government Auditing Standards and Statement on Auditing Standards No. 74 if under \$300,000.00.

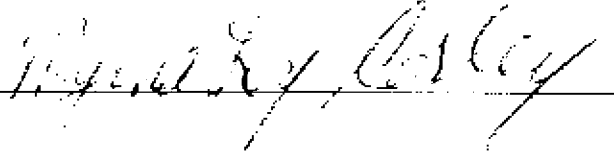
16. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The PROVIDER agrees to accept responsibility for receiving, replying to or complying with any audit exception by appropriate federal, state or local governmental agency directly related to the provisions of this contract. The PROVIDER agrees to pay or re-pay the COUNTY for all amounts due as a result of audit exceptions through this contract.
17. **SAFEGUARDING OF CLIENT INFORMATION:** The PROVIDER agrees that the use or disclosure of any information concerning UPK families to any organization for any purpose not directly related with administration of this program is prohibited except upon the written consent of the parent or OEC.
18. **CIVIL RIGHTS AND HANDICAPPED:** OEC and the PROVIDER agree that as a condition of this contract, there shall not be discrimination against any program participant or any employee because of race, color, sex, religion, national origin, age, sexual preference, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. It is further agreed that the PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the rights to and method of appeal will be made available to all persons under this contract. If the PROVIDER is found to be out of compliance with this paragraph, it may be subject to investigation by the Office of Civil Rights Commission and termination of this contract.
19. **INDEMNIFICATION:** The PROVIDER agrees to indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County or any and all of its officers, agents, servants or employees thereof, for or on account of any injuries or damages received or sustained by any party of, or from any act of the PROVIDER or its employees that arise out of the performance of the service(s) contemplated by this contract.
20. **INSURANCE:** The PROVIDER SHALL BE INSURED OR contract for such insurance as is reasonably necessary to adequately secure persons against reasonable or foreseeable torts, which would cause injury or death.
21. **VIOLATION OR BREACH OF CONTRACT:** This contract is subject to administrative, contractual or legal remedies for violation or breach of contract terms caused by the PROVIDER as specified in but not limited to Exhibit IV.

22. **CONTRACT TERMINATION:** Upon thirty (30)-calendar days written notice to the other party, either party may terminate this agreement. In addition, OEC reserves the right to terminate this contract for any of the reasons listed in Exhibit IV after completion of the Review Procedure steps in Exhibit IV. In either case, OEC and the PROVIDER shall agree on a reasonable phase out of the program as a condition of the termination including Obligations of Terminated Provider as outlined in Exhibit IV.
23. **APPLICABILITY OF CONDITIONS:** Both parties to this agreement shall comply with those rules set forth in the Ohio Administrative Code (OAC) as they relate to the operation of activities under the UPK Program.
24. **GRIEVANCE PROCEDURES:** The PROVIDER will notify OEC in writing of all grievances and requests for a hearing (if applicable) initiated by UPK clients or other program participants, which involve the services provided through this contract. The PROVIDER shall submit pertinent facts or resolution of grievances/hearings within 30 calendar days to OEC. This information should be sent to:
- The Office of Early Childhood
Attn: Rebekah Dorman, Director
310 W. Lakeside Avenue - Suite 565
Cleveland, OH 44113
25. **CONTRACT AMENDMENT:** This agreement may be amended at any time upon agreement by all parties along with a written amendment signed by all parties and then approved by the County.
26. **PUBLICITY:** In any publicity release or other public reference including a media release, information pamphlets, etc., on the services provided under this agreement, the release should clearly state that the UPK Program is a part of, and funded by the COUNTY and the Office of Early Childhood for the Invest in Children Program. The PROVIDER is also responsible for providing a copy of the publicity release to OEC prior to the release.
27. **LAW:** This Agreement is subject to and will be interpreted in accordance with all applicable Federal, State and Local laws.
28. **MAINTENANCE OF SERVICES:** The PROVIDER certifies that the services being reimbursed are not available from the PROVIDER on a non-reimbursable basis or for less than the unit cost. The PROVIDER certifies that the level of service existing prior to the contract shall be maintained.
29. By entering into this Contract I agree on behalf of the contracting or submitting business entity, 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 electronics 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. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of 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 COUNTY and the PROVIDER have entered into this agreement as of the day and year first written above.

EAST CLEVELAND CITY SCHOOL DISTRICT

BY: 

COUNTY OF CUYAHOGA, OHIO:

Edward FitzGerald, County Executive

BY: 
EDWARD FITZGERALD

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