# CUYAHOGA COUNTY EXECUTIVE OFFICE OF HEALTH & HUMAN SERVICES

# INTERAGENCY AGREEMENT WITH CUYAHOGA COUNTY BOARD OF HEALTH

THIS AGREEMENT entered in on this	day of	2011 by and
between Cuyahoga County, Ohio (the "County"), on	behalf of the Office of	Health & Human
Services and the Cuyahoga County Board of Health, a		
with principal offices located at 5550 Venture Driv		
provision of administering the school based compreh		
Cleveland Metropolitan School District (CMSD).		

# WITNESSETH THAT:

**WHEREAS**, the COUNTY seeks to continue to utilize the services of the Board of Health in the administration and monitoring of the delivery of services in the 2011 – 2012 CMSD K-12 Responsible Sexual Behavior Program; and

WHEREAS, the Board of Health has the ability to continue the administration, monitoring and timely reporting of the program that began in June, 2006 with four curricula that promote the prevention of teen pregnancies, sexually transmitted diseases and risky or unhealthy behaviors; and

WHEREAS, the Board of Health and the Cleveland Metropolitan School District, with the support of the Cleveland Department of Public Health, the George Gund Foundation, The Cleveland Foundation, the Ohio Department of Education and the AIDS Funding Collaborative, have served over 111,444 children through the use of internal CMSD Health Liaisons, trained internal teachers, as well as external partner agencies;

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the COUNTY and the Board of Health hereby agree as follows:

# I. SCOPE OF SERVICES The Board of Health shall:

- In collaboration with the Cleveland Metropolitan School District, coordinate the delivery
  of a medically accurate evidence-based comprehensive sexuality curriculum for
  approximately 5,150 students, grades 9 and 10 throughout the district;
- Manage the Responsible Sexual Behavior Program (RSB) within the CMSD to assure fidelity to the primary objectives:
  - 1. Provide youth with the necessary information, motivation and behavioral skills to make informed choices about their sexual and reproductive health;
  - 2. Ensure professional training for all classroom facilitators, specifically by organizing and providing a two day curriculum training for all external agency facilitators;
  - 3. Increase access to adolescent health services:
  - 4. Develop policies that incorporate and support public health principles.

- Contract with the Cleveland Metropolitan School District (CMSD) for:
  - Internal management of all activities related to RSB within the school buildings;
  - Monitoring and reporting on all internal capacity building;
  - Training and operational assistance to the external providers.
- Train a minimum of 60 Health and Physical Education teachers in a one-day Responsible Sexual Behavior training using the best practice curriculum developed for this program.
- Work with CMSD to provide a minimum of ten (10) internal District staff presentations to school Nurses, Principals, Guidance Counselors and Psychologists.
- Contract with Beech Brook for:
  - Teaching the "Safer Choices" curriculum to a minimum of 2,589 9<sup>th</sup> and 10<sup>th</sup> grade CMSD students;
  - Reporting on success of the program with each class.
- Contract with Planned Parenthood of Northeast Ohio for:
  - Teaching the "Safer Choices" curriculum a minimum of 2,562 9<sup>th</sup> and 10<sup>th</sup> grade CMSD students;
  - Reporting on the success of the program with each class.

### The COUNTY shall:

- Provide assigned staff person(s) as needed for organizational support and technical assistance.
- Provide direction and oversight to the Board of Health, other funders and program partners as may be reasonably expected or requested
- Regularly monitor the program and provide assistance and direction as needed.

#### II. TERM

This agreement shall be in effect for the period **December 1, 2011 through November 30, 2012**. Any deviation in service adversely affecting the BOH shall be reported immediately to the Office of Health & Human Services.

The BOH agrees to acknowledge the financial support of Cuyahoga County on any publications, promotional brochures, media releases or other publicity materials produced with the resources from this agreement. That acknowledgement should be displayed in a prominent location.

# III. BOARD OF HEALTH RESPONSIBILITY

- A. Required Documentation and Reporting Records of all service provided to all individuals in the program(s).
- B. The County reserves the right to request additional reports pertaining to the specific program during the agreement period. It is the responsibility of the BOH to furnish the County with reports as requested. The County may exercise this right without a agreement amendment. The County reserves the right to withhold payment until

such time as the requested and/or required reports to the satisfaction of the County are received.

### IV. COST TO THE COUNTY/BILLING AND PAYMENT

The COUNTY shall make quarterly payments upon receipt of detailed invoices. The first payment may be made immediately following the execution of this agreement. Successive payments shall be made upon receipt of the quarterly invoice and compliance with other requirements of this agreement. In no event shall payments for this program exceed \$177,000.00.

The BOH will submit an invoice following service, with accompanying reports to the County as outlined in the attachments. The County 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 County shall not make invoice payments for any services invoiced later than 60 days after the end of the service month without prior County approval. The County reserves the right to withhold payment until such time as requested and/or required reports are received.

- A. The BOH will indicate on their invoices, the agreement number, type of service being rendered, dates service was rendered, and the agreement period. The invoice should also show the agreement amount minus the invoice amount to reflect the remaining balance on the agreement in order to obtain reimbursement.
- B. The BOH warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any 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.
- C. The BOH warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this program in accordance with the requirements of Section IX.

#### V. MONITORING & EVALUATION

#### A. Monitoring and Evaluation

Failure to achieve performance goals per this agreement will be cause for or result in a reduction of funding or termination of this Agreement.

The County and the BOH 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 the agreement are being achieved. The BOH agrees to provide the County with those reports relative to the effective operation of the program when applicable.

### B. Program Monitoring and Evaluation

The County is committed to providing our citizens with quality programs and services, which promote self-sufficiency. This commitment is strengthened through monitoring, program evaluations, and quality improvement of the programs and processes of the BOH agreement period.

#### VI. ELIGIBILITY FOR SERVICES

Eligibility of individuals to receive purchased services shall be determined by the BOH and provider partners.

#### VII. AVAILABILITY OF FUNDS

This agreement is conditional upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this agreement. If funds are not allocated and available for the continuance of the function performed by the BOH hereunder, the products or services directly involved in the performance of that function may be terminated by the County at the end of the period for which funds are available. The County will notify the BOH 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 County in the event this provision is exercised, and the County 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 BOH warrants that claims made to the County for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the BOH 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 County by the BOH shall be retained and made available by the BOH for audit by the County, 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 agreement. If an audit is initiated during this time period, the BOH shall retain such records until the audit is concluded and all issues resolved.

# X. CONFLICT OF INTEREST

This agreement in no way precludes, prevents, or restricts the BOH from obtaining and working under an additional contractual arrangement(s) with other parties aside from the County, assuming that the contractual work in no way impedes the BOH's ability to perform the services required under this agreement. The BOH warrants that at the time of entering into this agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement that which will impede its ability to perform the services under this agreement.

The BOH further agrees that there is no financial interest involved on the part of any County officers or employees of the county involved in the development of the specifications or the negotiation of this agreement. The BOH has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when County officers or employees will gain financially or receive personal favors as a result of the signing or implementation of this agreement.

The BOH will report the discovery of any potential conflict of interest to the County. Should a conflict of interest be discovered during the term of this agreement, the County may exercise any right under the agreement including termination of the agreement.

#### XI. ASSIGNMENTS

The parties expressly agree that the agreement shall not be assigned to another party without the prior written approval of the County.

The BOH may not subcontract any of the services agreed to in this agreement without the express written consent of the County. All subcontracts are subject to the same terms, conditions, and covenants contained within this agreement. The BOH is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

#### XII. GOVERNING LAW

This agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

#### XIII. INTEGRATION AND MODIFICATION

This instrument with exhibits embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this agreement.

Also, this agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this agreement.

# XIV. SEVERABILITY

If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this agreement 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 agreement shall be valid and enforced to the fullest extent permitted by law.

# XV. TERMINATION

This agreement may be terminated by either party upon notice, in writing, delivered upon the other party prior to the effective date of termination. Should the BOH wish to terminate this agreement the BOH must deliver the notice of termination 30 days prior to the effective date of termination. Should the County wish to terminate, it may do so upon 30 day written notice. The County and the BOH shall agree on a reasonable phase out of the program as condition of the termination. The termination notice should be sent to the attention of Mary Louise Madigan, Social Program Administrator, Office of Health & Human Services, 310 West Lakeside Avenue, Cleveland, Ohio 44113.

The parties further agree that should the BOH become unable to provide the services agreed to in this agreement for any reason or otherwise materially breach this agreement, such service as the BOH has provided upon the date of its inability to continue the terms of this agreement 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 BOH become unable to complete the services requested in this agreement for any reason, such work as the BOH has completed upon the date of its inability to continue the terms of this agreement shall become the property of the County.

Neither the County nor the Executive shall be liable to pay to the BOH any further compensation after the date of the BOH'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 BOH 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 agreement, unless extended by an agreement of the parties. Notwithstanding the above, the BOH shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of the agreement by the BOH. The Agency may withhold any compensation to the BOH for the purpose of offset until such time as the amount of damages due the Agency from the BOH is agreed upon or otherwise terminated.

#### XVI. COMPLIANCE

The BOH certifies that the BOH and all subcontractors who provide direct or indirect services under this agreement 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 BOH 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 BOH's full time employees.

#### XVII. NON-DISCRIMINATION

The BOH 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 agreement, the BOH 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 BOH 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 BOH agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the BOH complies with all applicable federal and state non-discrimination laws.

The BOH, or any person claiming through the BOH, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this agreement, or in reference to any contractors or subcontractors of said BOH.

#### XVIII. RELATIONSHIP

Nothing in this agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture with the BOH in the conduct of the provisions of this agreement. The BOH 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 County or its County Executive.

# XIX. DISCLOSURE

The BOH hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said BOH has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with the BOH or in the BOH's business.

#### XX. INSURANCE

The BOH shall be insured or contract for such insurance as is responsibly necessary to adequately secure the persons against reasonable foreseeable torts, which would cause injury or death and shall save Cuyahoga County harmless from any and all liability arising from or under said act committed by the BOH, the BOH's employees, agents, servants, volunteers, or assigns.

Cancellation of insurance will constitute a default, which if not remedied within the stated thirty (30) day notice period shall cause immediate termination of this agreement by the County.

#### XXI. CONFIDENTIALITY

The BOH agrees to comply with all federal and state laws applicable to the County and/or consumers of the County concerning confidentiality.

#### XXII. AUDIT RESPONSIBILITY

A. The BOH agrees to comply with all relevant requirements of OMB circular A-133. In addition, the BOH acknowledges responsibility for an annual financial audit, the determination of client eligibility when appropriate, and responsibility for repayment of any findings arising from any audit by the appropriate Federal, State, Auditor of State or local audit.

Audits will be conducted using a "sampling" method. Depending on the type of audit 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 will be applied to the entire audit period.

The BOH agrees to repay the County 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 BOH will be required and hereby agrees to sign a REPAYMENT OF FUNDS AGREEMENT. The BOH recognizes and agrees that the County may withhold any money due and recover through any appropriate method any money erroneously

paid under this agreement if evidence exists of less than full compliance with this agreement. 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 County also reserves the right to not increase the rate(s) of payment or the overall agreement amount for services purchased under this agreement if there is any outstanding or unresolved issue related to an audit finding.

The County 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.

B. Within 15 days of receipt, the BOH agrees to give the County a copy of BOH's annual report, annual independent audit report and any associated management letters.

#### XXIII. WARRANTY

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

#### XXIV. ACTS OF GOD

If by reason of ACT of God the parties are unable in whole or in part to act in accordance with this agreement, the parties shall not be deemed in default during the continuance of such inability provided, however, that BOH shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect the County's property or employees which are necessary to the BOH'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 BOH shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control that which prevents the BOH from carrying out its obligations contained herein.

#### XXV. COORDINATION

The BOH will advise the County of any significant fund raising campaigns contemplated by the BOH within Cuyahoga County for supplementary operating or capital funds during the term of this agreement so that the same may be coordinated with any planned promotion of public or private funds by the County for the benefit of this and other agencies within the community.

#### XXVI. LEGAL ACTION

Any legal action brought pursuant to the agreement will be filed in the state courts located in Cuyahoga County, Ohio and Ohio law will apply.

#### XXVII. CHILD SUPPORT ENFORCEMENT

The BOH agrees to cooperate with the County, ODJFS and any other Child Support Enforcement Agency in ensuring that the BOH's employees meet child support obligations established under state law. Further, by executing this agreement, the BOH 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 agreement is a matter of public record under the laws of the State of Ohio. The BOH agrees to make copies of this agreement promptly available to any requesting party. Upon request made pursuant to Ohio Law, the County shall make available the agreement and all public records generated as a result of this agreement.

By entering into this agreement, the BOH acknowledges and understands that records maintained by the BOH pursuant to this agreement may be deemed public record and subject to disclosure under Ohio law. BOH shall comply with the Ohio public records law.

#### XXIX. DRUG-FREE WORKPLACE

The BOH certifies and affirms that the BOH will comply with all applicable state and federal laws regarding a drug-free workplace. The BOH will make a good faith effort to ensure that all employees performing duties or responsibilities under this agreement, 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 TO 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 BOH agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. The BOH also agrees to include such provision in any such agreement, 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 agreement.

#### XXXII. WAIVER

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

#### XXXIII. MAINTENANCE OF SERVICE

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

#### XXXIV. GRIEVANCE PROCESS

The BOH will notify the County in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this agreement. The BOH shall submit any and all facts pertaining to the grievance and the resolution of the grievance to the program contact person.

The BOH 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.

#### XXXV. PROPERTY

Any item produced under this agreement or with funds provided under this agreement, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the COUNTY, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. The BOH will not obtain copyright, patent, or other proprietary protection for the deliverables. The BOH will not include in any deliverable any copyrighted matter in the manner provided in this agreement. The BOH agrees the deliverables will be made freely available to the general public unless the County determines, pursuant to state or federal law, that such materials are confidential.

#### XXXVI. DEBARMENT AND SUSPENSION

For contracts valued at greater than \$100,000.00, the Agency may not contract with BOH 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 BOH warrants that the BOH will immediately notify the County if the BOH is added to the List at any time during the life of this contract. Upon receipt of notice, the County will issue a termination notice in accordance with the terms of the agreement. If the BOH fails to notify the County, then the County reserves the right to immediately suspend payment and terminate the agreement.

#### XXVII. ELECTRONIC SIGNATURE

By entering into this agreement, 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 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. 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.

#### XXXVIII. NOTICE

Any notices or invoices required by this agreement shall be sufficient if sent by the parties through U.S. mail, postage paid, to the addresses below:

County: Office Of Health & Human Services

310 W. Lakeside, Suite 500 Cleveland, Ohio 44113 Attn: Mary Louise Madigan

вон:	The Cuyahoga County Board of Health 5550 Venture Drive, Parma, OH 44130 Attn: Terrance Allan, Health Commissioner	
IN WITNES be execute	SS THEREOF, the Cuyahoga County Board of Fed this day of	lealth have caused this Agreement to 2011.
THE CUYA	AHOGA COUNTY BOARD OF HEALTH	
Ву:	PIAL	12/15/11 Date
OFFICE Q	ETHE EXECUTIVE OF CUYAHOGA COUNTY,	ОНЮ
<b>BY:</b>	2-03-06 18:02:45	Date
he legal form and herby approved homas P. O'Donn dministrative Cou	ell	

# Cleveland Metropolitan School District K-12 Responsible Sexual Behavior Budget

Budget Category	CCBH Request	Other RSB State, Local, & Foundation Funding	CMSD In-Kind Donation	Total RSB K-12 Budget
Salaries and Fringe	\$16,669	\$163,185	\$574,421	\$754,275
Consultants and Contracts	\$151,000	\$92,609	0	\$243,609
Travel	\$500	\$2,500	0	\$3,000
Training / Professional Dev	\$6,000	\$31,603	0	\$37,603
Supplies and Operating Expenses	\$2,831	\$15,712	0	\$18,543
Total	\$177,000.00	\$305,609.00	\$574,421.00	\$1,057,030.00

# **CCBH Budget Narrative:**

Salaries Fringe: \$16,669

15% Grant Coordinator, December 1, 2011 – November 30, 2012 10% Account Clerk, December 1, 2011 – November 30, 2012

Consultants/Contracts: \$151,000

Beech Brook: \$50,482 – External program delivery PPNEO - \$49,951 – External program delivery CMSD - \$50,567 – Internal program coordination

Travel: \$500.00

Mileage: \$500.00 - reimbursement rate of \$.51 per mile

Training/Professional Development: \$6,000

Responsible Sexual Behavior professional development training for internal and external educators administered by the ANSWER Project of Rutgers University

Supplies and Operating Expenses: \$2,831

Printing: \$1,481.00 - Printing of Teen Resource Guides

Supplies: \$1,200.00 - Includes the purchase of curricula materials, office and computer

supplies

Administrative Costs: \$150.00 - Includes postage, phone and e-mail costs