

**CONTRACT
BETWEEN
CUYAHOGA COUNTY
AND
THE CITY of CLEVELAND DEPARTMENT of PUBLIC HEALTH**

THIS Contract made and entered into this _____ day of _____, 2014 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Office of Early Childhood ("OEC") and the City of Cleveland Department of Public Health ("CDPH"), on behalf of the MomsFirst Program ("MF") a government entity, with principal offices located at 75 Erieview Plaza, Third Floor, Cleveland, Ohio 44114, (the "Provider"). The purpose of this contract is to increase the number of families served prenatally within the City of Cleveland through the expansion of the CDPH's MomsFirst Program.

WHEREAS, Cuyahoga County has determined that it requires the services listed below for the Office of Early Childhood's Invest in Children Program as aligned to Goal 2 (Safe and Healthy Children) of its strategic plan; and finds it necessary to enter in to a contract with the **PROVIDER** for the amount not to exceed **\$682,276.00**; and

WHEREAS, the Office of Early Childhood administers Invest in Children, Cuyahoga County's public/private partnership that aims to create a comprehensive system of care for children prenatal through five through the goals of effective parents and families; safe and healthy children; preparing children for school and a community committed to early childhood; and OEC desires the services of the City of Cleveland Department of Public Health's MomsFirst Program to provide prenatal and interconceptional care services to high risk families living in the City of Cleveland; and

WHEREAS, the City of Cleveland Department of Public Health is committed to improving the quality of life in the City of Cleveland by promoting healthy behavior, protecting the environment, preventing disease, and making the city a healthy place to live, work and play; and

WHEREAS, the City of Cleveland Department of Public Health's MomsFirst Program is committed to developing and implementing an integrated, comprehensive, neighborhood-based, outreach program which includes: case management, care coordination, health education, and disease prevention by fostering personal empowerment of individuals and families.

WHEREAS, Subject to the terms and conditions set forth in this contract, this contract shall extend from **January 1, 2014 through December 31, 2015**, unless terminated in accordance with procedures enumerated in **Section III** below, "**CONTRACT TERMINATION**".

NOW, THEREFORE, all parties agree as follows:

I. SCOPE OF SERVICE:

Under the terms of this Contract, CDPH (MomsFirst Program) will expand its integrated, comprehensive, neighborhood-based, outreach program which provides support for case finding, service linkage, risk assessment, preventive health education, care coordination, and ongoing support to high risk pregnant and parenting women, their partners, and infants under the age of two years within the City of Cleveland, which is inclusive of the following:

A. MomsFirst Program Core Components

Assure that contracted service providers carry out the core components of the MomsFirst program in a quality and timely manner. These core components include, but may not be limited to:

- a. Performing outreach strategies to enroll pregnant women in the program as early as possible, preferably within the first trimester.
- b. Focusing outreach efforts in those communities determined to have the greatest need for prenatal services and those individuals determined to be “high risk,” according to the MomsFirst Risk Assessment.
- c. Maintaining a minimum caseload of 35 participants per each Community Health Worker (CHW). (The CHW to participant caseload may vary pending future revisions to the MomsFirst service delivery model.)
- d. Provide MomsFirst services to a minimum of 363 mothers.
- e. Providing case management supervision and consultation to Community Health Workers in accordance with MomsFirst program requirements and protocols.
- f. Conducting required participant contacts.
- g. Providing referrals to participants as relevant to the participant plan summary.
- h. Transition families to other programs/entities as set forth in emerging procedures with related systems.
- i. Upholding confidentiality and release of information policies.
- j. Adhering to documentation and quality assurance requirements.
- k. Attending and participating in training opportunities.
- l. Planning and organizing Neighborhood Consortium meetings.
- m. Promoting and performing outreach related to the City of Cleveland’s HealthMobile.
- n. Participating in project meetings and activities related to the MomsFirst Consortium.

B. Quality Assurance

- a. Responsible for performing quality assurance activities and other administrative tasks related to the expansion of the MomsFirst Program.
- b. Assure that contracted provider agencies are able to effectively expand capacity through accurate record keeping and monitoring that distinguishes between those served under core funding and those served with County expanded funding.
- c. Conduct program audits/reviews on a regular basis to assure that the expansion is effective and that contracted provider agencies are performing according to program standards and guidelines.
- d. Make adjustments based on program audits/reviews to ensure MomsFirst expansion is able to meet deliverables set forth in this contract including but not limited to contract termination with provider agencies.
- e. Perform chart audits and review information from a random sample of client records to assure that service requirements are being met and reported accurately.
- f. Assure that contracted provider agencies are utilizing the MomsFirst data system appropriately.
- g. Identify findings, service delivery barriers, or other concerns and make recommendations to remedy concerns/problems.
- h. Arrange for and/or provide necessary trainings based on program areas in need of improvement.

C. Program Administration

- a. Attend and/or convene periodic meetings and briefings with OEC, Help Me Grow, contracted provider agencies and/or other prenatal service providers to assess the effectiveness of prenatal services.
- b. Participate in OEC's evaluation of prenatal services and/or other statistical reporting requirements requested by local, state and federal governments.
- c. Report on performance measures and other program areas on a quarterly basis or more frequently as requested.
- d. Be able and willing to report on other programmatic areas, as requested, to assess and inform barriers and/or progress.
- e. Arrange for and/or provide necessary trainings and professional development opportunities as necessary to assure an effective expansion and the provision of quality services.

D. Performance Measures and Reporting

- a. Provide quarterly performance measure reports to OEC's Program and Evaluation Managers that include relevant data on the following:
 - i. Prenatal services by population (1st time and multiparae adults and adolescents); # parents visited
 - ii. Source of referrals for prenatal services; # and source of referral
 - iii. Involvement in services postpartum by population (1st time and multiparae adults and adolescents); # parents visited
 - iv. Case closings; # cases closed by population
 - v. Race of families served
 - vi. Zip codes of families served
- b. The following indicators must be reported to OEC on annual basis, according to federal timelines, and are subject to change in accordance with federal reporting requirements and guidelines:
 - i. # families screened for risk reduction/prevention services
 - ii. # families referred for further assessment and/or treatment
 - iii. # prenatal clinic visits by participants
 - iv. # postpartum clinic visits by participants
 - v. # well baby/pediatric clinic visits by all infant/child participants
 - vi. # of adolescent provider visits for participants under the age of 17
 - vii. # of participants receiving family planning services
 - viii. # of participants receiving women's health services
 - ix. # of families who participated in parenting skill building/education
- c. The City of Cleveland Department of Public Health and MomsFirst Program recognize that performance measures and other indicators may change as programs evolve and partnerships develop. Thus, by signing this contract, CDPH (and its MomsFirst Program) agree to report on other and/or additional indicators and performance measures, pending the availability of this information.

II. TERM OF SERVICE

This Contract is effective on the **1st day of January 2014** through the **31st day of December 2015** for costs associated with the Expanded Prenatal Services unless terminated at an earlier date in accordance with the provisions of this Contract.

III. CONTRACT TERMINATION

Upon at least a thirty (30)-calendar day written notice to the other party, either party may terminate this contract if the other party does not meet the terms and conditions specified in this contract. The County and CDPH shall agree on a reasonable phase out of the program as a condition of the termination. Upon expiration of thirty days after the notice of termination, the obligations of all parties under this contract shall cease, except that the County shall reimburse CDPH for services rendered prior to the final date of termination.

IV. CONTRACT AMENDMENT

This contract may be amended at any time as mutually agreed upon by all parties along with a written amendment signed by all parties and then approved by the County.

V. CONTRACT VALUE

The total cost of this contract to Cuyahoga County shall not exceed **\$682,276.00** in the aggregate for actual purchased services and administrative costs associated with the expansion of prenatal services. Dollar amounts will be broken up for each program year as follows: **January 1, 2014 to December 31, 2014 - \$341,138.00 and January 1, 2015 to December 31, 2015 - \$341,138.00**

VI. ANNUAL APPROPRIATIONS

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

VII. INVOICING REQUIREMENTS

To facilitate reimbursement for all costs associated with the Expanded Prenatal Services, CDPH shall prepare and submit monthly invoices to OEC along with support documentation as warranted. Charges invoiced monthly shall be for actual costs associated with the Expanded Prenatal Services and in accordance with the budget categories and spending parameters listed in **Exhibit I** (City of Cleveland Department of Public Health Contract for Expanded Prenatal Services Budget, January 1, 2014 – December 31, 2015) attached and hereto part of this contract. All invoices should be mailed to:

**Office of Early Childhood
Attn: Helen McCoy
310 W. Lakeside Avenue – Suite 565
Cleveland, Ohio 44113**

VIII. DUPLICATE BILLING

CDPH warrants that all expenses submitted to OEC for payment shall be for actual services rendered and are not duplicate claims made by the CDPH to any other governmental entity, municipality, for profit or not for profit organization for the same services. Therefore, the CDPH warrants that any cost incurred pursuant to this contract will not be allowable or included as a cost of any other financed program. The CDPH further warrants that all invoices submitted to OEC for payment shall not supplant other sources of public and private grant funds for the same services.

IX. INVOICE PAYMENT

The COUNTY will review all invoices for completeness, correctness and appropriateness of support documentation before making payment within thirty (30) calendar days after receipt of an accurate invoice. The COUNTY reserves the right to withhold payment from the CDPH in the event invoices for services rendered are not submitted in a timely manner based on the following:

- invoices submitted 60 days or more after the end of the service month during the contract period.
- invoices submitted 60 days or more after the expiration of the contract.
- Invoices submitted in excess of 60 days after the end of the grant fiscal period (when applicable) for which OEC may not be able to bill/claim these charges for reimbursement.

X. PROJECT EVALUATION AND REPORTING REQUIREMENTS

CDPH shall collect programmatic data relative to the Expanded Prenatal Services. CDPH agrees to comply with all evaluation components of this project. Specifically, CDPH agrees to maintain accurate data on the performance measures and to report this data as stated in Section I, D.

XI. PROJECT FISCAL REPORTING REQUIREMENTS

CDPH shall collect and review financial data relative to the Expanded Prenatal Services. CDPH shall submit financial reports to OEC on a monthly basis along with its monthly invoices.

XII. SAFEGUARDING CLIENT INFORMATION REQUIREMENTS

CDPH agrees that the use of, or disclosure by any of its employees and agents of any information concerning client information for any purpose not directly related with the administration of this contract or carrying out the responsibilities of this contract is prohibited except upon the written consent of the client or his/her responsible parent or guardian and/or OEC.

XIII. MAINTAINING PROPER FINANCIAL RECORDS

CDPH its employees or its agent(s) will act in accordance with the terms of this contract in an independent capacity and not as officers, employees or agents of the County.

CDPH shall maintain accurate and independent books, records, receipts, vendor invoices and other accounting transactions in good order, which sufficiently and properly reflect all direct costs expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal or County government.

CDPH shall maintain and preserve all financial documentation used in the administration of this Contract. All financial records, must remain in CDPH's possession for a period of three (3) years after the termination date of this contract and/or it will assure the maintenance of and availability of such

records for a like period of time if in the possession of a second or third party unless otherwise agreed to by OEC.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, CDPH shall retain the records until completion of this action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

XIV. ANNUAL FINANCIAL AUDIT REQUIREMENT

CDPH agrees to procure the services of an independent CPA individual or firm to conduct a compliance and financial audit in compliance with Federal OMB Circular A-133 if expenses exceed \$300,000.00 or in compliance with the Government Auditing Standards and Statement on Auditing #74 if expenses are under \$300,000.00.

XV. COUNTY'S RIGHT TO AUDIT

The County through OEC, reserves the right to audit and monitor the manner in which the terms and conditions of this Contract is being carried out and evaluate through performance audits, the extent to which, the goals and objectives are being achieved. Compliance, financial and operational reviews may be performed by OEC and/or upon request by the County or in tandem with another state or federal agency in the event of adverse information pertaining to CDPH.

Additional audits and/or operational reviews may be warranted in the event of outstanding audit exceptions and performance issues due to non-compliance of the terms and conditions of this contract.

XVI. COMPLY WITH AUDIT REQUEST(S)

CDPH agrees to, if required by the County or the appropriate federal agency or duly appointed agent that is directly relates to the provisions of this contract on the basis of evidence of misuse of improper accounting of funds for which CDPH is responsible, to comply with or conduct an independent audit of expenditures and to provide copies of the audit to the County or its duly appointed agent. CDPH shall submit to OEC a copy of the final report no later than thirty (30) days after receipt of the final report.

XVII. RESPONSIBILITY FOR AUDIT EXCEPTION(S)

CDPH agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) noted during a compliance or financial audit performed by the County or any appropriate federal agency or duly appointed agent that directly relates to CDPH's responsibilities under this contract. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions.

XVIII. INDEPENDENT CONTRACTOR

CDPH its employees or its agent(s) will act in accordance with the terms of this contract in an independent capacity and not as officers, employees or agents of the County.

XIX. SUBCONTRACTING AUTHORITY

Nothing in this Contract shall preclude CDPH from entering into approved subcontract agreements with other agencies.

XX. SUBCONTRACTING

All subcontracting agencies are subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release CDPH of its duties and responsibilities for carrying out the terms and conditions of this contract.

XXI. COUNTY NOT OBLIGATED TO SUBCONTRACTORS

The County shall not be obligated or liable hereunder to any party other than CDPH including subcontractors and/or third parties.

XXII. VIOLATION OR BREACH OF CONTRACT

This contract is subject to administrative, contractual or legal remedies for its violation or breach by either party.

XXIII. SEVERABILITY

Should any portion of this contract be deemed unenforceable by any administrative, judicial officer or tribunal of competent jurisdiction, the balance of this contract shall remain in full force and effect unless revised or terminated pursuant to Item III of this contract.

XXIV. CONFIDENTIALITY

All parties agree that it shall not use any information, systems, or records made available for any purpose other than to fulfill the obligations specified herein. All parties agree to be bound by the standards of confidentiality that apply to their operations including, but not limited to laws, statutes and regulations of the federal, state or local governments.

XXV. NON-DISCRIMINATION

The County and CDPH agree that as a condition of this contract, there shall be no discriminatory acts against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans With Disabilities Act of 1992 as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

It is further agreed that CDPH will comply with all appropriate federal, state and/or local laws regarding such discrimination and the right to and method of appeal will be made available to all persons receiving services under this contract.

If CDPH or its agents are found to be out of compliance with any aspects of this provision, it may be subject to investigation by the County or its duly appointed agent and subject to termination of this contract.

XXVI. GOVERNING LAW

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

XXVII. APPLICABLE REQUIREMENTS

Applicable requirements include all of the following to the extent that any of these requirements govern the conduct of the parties to this contract:

- Applicable law,
- Federal requirements and guidelines
- Directives from the Cuyahoga County Executive
- Directives from the City of Cleveland Department of Public Health
- Directives from the Office of Early Childhood

XXVIII. APPLICABLE LAW

Applicable law means those federal, state and local laws and regulations, which govern the conduct of the parties to this contract.

XXIX. CAPTIONS

The paragraph captions and headings in this contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this contract or any of the terms of this contract.

XXX. MODIFICATIONS

This contract represents the entire integrated agreement between the County for OEC and CDPH and it supersedes all prior negotiations, representations, or agreements, either written or oral. By mutual consent, this contract may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by all parties.

XXXI. PUBLICITY

In any publicity release or other public reference including a media release, information pamphlets, etc., relative to the Prenatal Services Program, CDPH shall clearly state that said services are a part of and funded by Cuyahoga County and the Office of Early Childhood for Invest in Children. CDPH is also responsible for providing a copy of the publicity release(s) to OEC at the time of each release.

XXXII. NOTICES

All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

TO: CITY of CLEVELAND DEPARTMENT of PUBLIC HEALTH
Attn: Karen Butler, Director
75 Erieview Plaza, Third Floor
Cleveland, OH 44114

TO: OFFICE OF EARLY CHILDHOOD
Attn: Rebekah Dorman, Executive Director
310 W. Lakeside Avenue – Suite 565
Cleveland, Ohio 44113

XXXIII. ELECTRONIC SIGNATURES

THE CONTRACTOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE CONTRACTOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY 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.

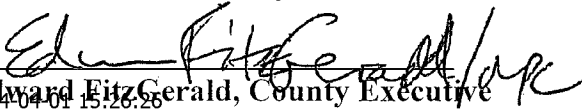
IN WITNESS THEREOF, Cuyahoga County for the Office of Early Childhood, and the City of Cleveland Department of Public Health have caused this contract to be executed this ____ day of _____, 2014.

CITY OF CLEVELAND DEPARTMENT OF PUBLIC HEALTH

By: 

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

By: 
Edward FitzGerald, County Executive

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