

**CONTRACT BY AND BETWEEN
CUYAHOGA COUNTY
AND
THE CUYAHOGA COUNTY DISTRICT BOARD OF 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 **Cuyahoga County District Board of Health ("CCBH")**, a government agency, with principal offices located at 5550 Venture Avenue, Parma, Ohio 44130.

WHEREAS, **OEC** is 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 **CCBH** to provide New Born Home Visits for low income mothers, teen mothers and mothers with an identified risk factor and their newborn babies in Cuyahoga County for the Invest in Children Program; and

WHEREAS, the goal of this program is to: Improve maternal and infant health, Connect families to other community resources that support families and Enhance parenting skills.

WHEREAS, the **COUNTY** has determined that it requires the services indicated below for the **OEC**; and finds it necessary to enter in to a contract with the **CCBH** for the amount not to exceed **\$906,000.00**.

WHEREAS, **CCBH** is the governmental entity whose primary mission is to: To prevent disease and injury, promote positive health outcomes and provide critical health services to improve the health status of the community.

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 VII** below, "**CONTRACT TERMINATION**".

NOW, THEREFORE, all parties agree as follows:

I. SCOPE OF SERVICE:

Under the terms of this Contract, the **CCBH** shall provide the following services in accordance with the **COUNTY**'s laws:

A. CORE COMPONENTS

1. Complete and maintain Memoranda of Understanding with Fairview, University and Metro Health Hospitals for the New Born Home Visits Program.
2. Identify eligible mothers giving birth to babies in Fairview, University, and Metro Health Hospitals. Priority status will be given to the following groups.
 - a. Low income mothers below 200% of poverty regardless the number of children;
 - b. Teen Mothers (through age 19) regardless of the number of children.
3. In the event that there are not sufficient numbers of mothers based on the above eligibility criteria, secondary priority will be given to the following group of mothers;
 - a. Mothers with identified risk, which may include domestic violence, drug

- abuse/use, advanced maternal age or other as deemed necessary.
4. Assign public health nurses to make visits to eligible households of newborn babies.
 5. Conduct up to **2,000** visits per year to assess the health of the baby and care giving skills of the mother. Home visit will also include the following:
 - a. Safety Check of the Home
 - b. Conduct the Edinburgh Screen for Maternal Depression
 - c. Sharing of parenting and resource information
 - d. Appropriate referrals for baby and family as needed
 - e. Answer questions about what to expect
 - f. Completed or attempted Newborn Behavioral Observation (NBO).
 6. Provide culturally and linguistically competent services to baby and family.
 7. Provide each new mother with comprehensive informational materials on the care and health of newborn babies.
 8. Make contacts with appropriate referrals to other agencies including Help Me Grow and Early Head Start for any additional services needed by the mother or baby.
 9. Complete surveys with mothers to evaluate the effectiveness of the newborn home visiting program.
 10. Conduct follow-up telephone contacts for each home visit completed to reassess the status of each newborn's health and follow up on health and safety issues identified in the home visit.
 - a. Follow up phone calls will be conducted beginning two weeks after the home visit and no longer than four weeks after the home visit.
 - b. Every effort will be made to ensure that the nurse conducting the home visit will also conduct the follow up phone call. In the event the home-visiting nurse is unable to reach the mother to complete the follow-up phone call in a timely manner, additional attempts to complete the follow-up phone call will be made by the program supervisor or other nurses.
 - c. At least three (3) phone call attempts will be made in the effort to reach the mother post visit.
 - d. A contact phone number will be left for the mother after the third attempt, if possible.

B. OUTCOMES

1. Improve maternal and infant health
2. Connect families to other community resources that support families
3. Enhance parent skills
4. Link families to a medical home

C. INVOICING REQUIREMENTS

1. The **OEC** agrees to reimburse the **CCBH** for new born home visiting services for a total amount not to exceed **\$906,000.00**.
2. To facilitate payment for all costs associated with the provision of the New Born Home Visiting program, **CCBH** shall prepare and submit itemized invoices along with support documentation to **COUNTY** in accordance with the budget categories outlined in the **Exhibit I**.

D. DUPLICATE BILLING

1. **CCBH** certifies that the charges submitted for reimbursement are actual costs associated with the provision of New Born Home Visits by **CCBH** and these costs are not subject to, or submitted for reimbursement to any other governmental entity or organization.
2. **CCBH** further warrants that invoices submitted to **OEC** for payment shall be for services rendered to eligible individuals and these costs are not duplicate claims made by **CCBH** to any other government entity, municipality or organization for the same service.

E. MAINTAINING PROPER FINANCIAL RECORDS

1. **CCBH** shall maintain accurate and independent books, records, receipts, vendor invoices, payroll documents, 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 local government agencies including **OEC**.
2. **CCBH** shall maintain and preserve all documentation used in the administration of this program including client case files and other records to substantiate services provided and/or billed to **OEC**.
3. All records including financial records, must remain in **CCBH**'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**.
4. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, **CCBH** shall retain 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.

F. FINANCIAL REPORTING REQUIREMENTS

1. **CCBH** in conjunction with **OEC** staff shall develop the format for monthly, quarterly and annual financial reports relative to the Newborn Home Visiting program.
2. **CCBH** shall collect financial information and other data and prepare and maintain monthly, quarterly and annual reports relative to Newborn Home Visiting program provided by **OEC**.
3. **CCBH** shall submit financial reports to **OEC**, which will coincide with the reporting periods stipulated in **Article H-1**.

H. DATA COLLECTION & REPORTING

1. Prepare and provide written program reports from information collected according to the following time frame:
 - 1st Reporting Period: January 1, 2014 through March 31, 2014, reported to **OEC** by April 15, 2012.
 - 2nd Reporting Period: April 1, 2014 through June 30, 2014, reported to **OEC** by July 15, 2014;
 - 3rd Reporting Period: July 1, 2014 through September 30, 2014, reported to **OEC** by October 15, 2014;
 - 4th Reporting Period: October 1, 2014 through December 31, 2014, reported to **OEC** by January 15, 2014;

2. Perform other program reporting that may include specific evaluation data/measurement tools as determined by **OEC**. Program reporting to **OEC** shall include, at a minimum, the following components:
 - a. Number of eligible mothers identified per hospital
 - b. Number of eligible mothers accepting visit at the hospital
 - c. Breakdown of the eligible mothers identified by each Child Find Specialist
 - d. Number of eligible mothers refusing visit at the hospital
 - e. Breakdown of eligible mothers refusing visit by Child Find Specialist
 - f. Number of completed visits attributed to each Child Find Specialist
 - g. Number unable to be contacted for scheduling after leaving the hospital
 - h. Number declining visit when contacted to schedule
 - i. Breakdown of moms declining per nurse
 - j. Total scheduling visit (no-show + completed)
 - k. Number of Newborn Home Visits conducted
 - l. Number of visits for each nurse
 - m. Number of no shows
 - n. Breakdown of now shows
 - o. Number of follow up phone calls attempted
 - p. Number of follow up phone calls completed
 - q. Number of follow up phone calls unable to complete
3. The CCBH will continue to provide the information previously reported on including; Breakdown of the top 10 cities of residence, Client Race Distribution, Client Ethnicity Distribution, Mothers age Groups, Hospital Distribution, and Client Referral Distribution.
4. Attend meetings and share updates and statistics on the **CCBH** work under this project, as requested.
5. Participate, if required or requested, in the **OEC**'s evaluation of New Born Home Visits and other statistical reporting requirements requested by local, state and federal governments.

RESPONSIBILITIES OF OEC

Under the terms of this Agreement, OEC shall perform the following duties with respect to this contract:

A. PROGRAM OVERSIGHT

1. Provide oversight and management of the provision of New Born Home Visits in Cuyahoga County being provided by **CCBH** as may reasonably be requested.
2. In partnership with **CCBH**, develop performance measures and reporting procedures.
3. Provide requests for meetings, etc., in a timely manner.
4. Perform contract and program performance and monitoring activities to insure compliance with all applicable state, federal and local governments' rules, laws and directives as they relate to the newborn home visiting services in accordance with the terms and conditions of this Agreement.

OEC reserves the right to audit and monitor the manner in which the terms and conditions of this contract are being carried out and evaluate through performance audits, the extent to which, the goals and objectives of all contract deliverables 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 the operation of **CCBH**. Additional audits 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.

B. INVOICE PAYMENT RESPONSIBILITIES

1. Receive, and review invoices for completeness and accuracy prior to making payment to **CCBH** for New Born Home Visits.
2. Process payment to **CCBH** within 30 calendar days upon receipt of complete invoice. All invoices should be mailed to:

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

OEC reserves the right to withhold payment from **CCBH** in the event invoices for services rendered are not submitted for payment in a timely manner based on the following conditions:

- i. Invoices submitted 75 days or more after the end of the service month during the contract period.
- ii. Invoices submitted 75 days or more after the expiration of the contract.
- iii. Invoices submitted in excess of 75 days after the end of the grant's fiscal period for which **OEC** may not be able to claim or receive federal reimbursement for services rendered by **CCBH**.

II. TERMS OF SERVICE

This contract is effective on the **1st day of January through the 31st day of December 2015** for cost associated with the Newborn Home Visiting Program services unless terminated at an earlier date in accordance with the provisions of this Contract.

III. CONTRACT VALUE

The total cost of this contract to Cuyahoga County shall not exceed **\$906,000.00** in the aggregate for all applicable and agreed costs associated with this contract in accordance with the budget categories outlined in the **Exhibit I**. Dollar amounts will be broken up for each program year as follows: **January 1, 2014 to December 31, 2014 - \$453,000.00 and January 1, 2015 to December 31, 2015 - \$453,000.00**

IV. 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.

V. CONTRACT MODIFICATION

This contract represents the entire integrated agreement between the **COUNTY** for **OEC** and **CCBH** 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.

VI. 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**.

VII. CONTRACT TERMINATION

Upon at least a thirty (30) calendar-day written notice to the other parties, either party may terminate this agreement if the other party does not meet the terms and conditions specified in this contract. The **COUNTY** and **CCBH** 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 **CCBH** for services rendered prior to the final date of termination.

The **COUNTY** reserves the right to terminate this agreement, for any reason as a result of **CCBH**'s failure to perform all contract deliverables as specified in this agreement. Under no circumstances shall the **COUNTY** be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this contract.

VIII. VIOLATION OR BREACH OF CONTRACT

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

IX. 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 **Article VII** of this contract.

X. 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.

XI. SAFEGUARDING CLIENT INFORMATION

CCBH 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 agreement is prohibited except upon the written

consent of the client or his/her responsible parent or guardian and/or **OEC**.

XII. COMPLIANCE WITH AUDIT REQUESTS

CCBH agrees that if required by the **COUNTY** or the appropriate state or federal agency or duly appointed agent that directly relates to provisions of this contract on the basis of evidence of misuse of improper accounting of funds or substantial errors in determination of eligibility for which **CCBH** is responsible, to comply with or conduct an independent audit of expenditures or determinations of eligibility or both and to provide copies of the audit to the **COUNTY** or its duly appointed agent.

CCBH agrees the **OEC** may review all programmatic records and client files including those held by the Provider or any subcontractor.

CCBH shall submit to **OEC** a copy of the final report no later than thirty (30) days after the end of the audit.

XIII. RESPONSIBILITY FOR AUDIT EXCEPTIONS

CCBH 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 the provisions of this contract and whereas services were billed and payment made by **OEC**. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions.

XIV. INDEPENDENT CONTRACTOR

CCBH, 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 **OEC** or the **COUNTY**.

XV. SUBCONTRACTOR AUTHORITY

Nothing in this contract shall preclude **CCBH** from entering into approved subcontract agreements with other agencies.

XVI. SUBCONTRACTING

All subcontracting agencies are subject to the same terms and conditions contained herein. No such subcontracted work shall in any case release **CCBH** from its liability under this contract.

XVII. REPORTING MATERIAL ISSUES

CCBH shall notify **OEC** in writing of all material issues, which involve services, provide through this contract. **CCBH** shall submit any pertinent facts or resolution of said issues to **OEC** within 30 calendar days. The notification should be sent to:

Office of Early Childhood
Attn: Rebekah Dorman, Director
310 W. Lakeside Avenue – Suite 565
Cleveland, Ohio 44113

XVIII. INSURANCE

Not Applicable for this Contract.

XIX. PUBLICITY

CCBH agrees that in any publicity release or other public reference including media releases, information pamphlets, etc., relative to the Newborn Home Visiting Program provided under this agreement, that each release shall clearly state said services are under the umbrella of Invest in Children, the county's public private partnership serving young children and families. **PROVIDER** is also responsible for providing a copy of each publicity release to **OEC** at the time of the release.

XX. NON-DISCRIMINATION

All parties 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.

XXI. 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.

XXII. APPLICABLE REQUIREMENTS

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

- Applicable law,
- CCBH's policies and practices,
- Directives from the Cuyahoga County
- Directives from the Office of Early Childhood

XXIII. APPLICABLE LAW

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

XXIV. 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.

XXV. 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: CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH
Attn: Terry Allan, Health Commissioner
5550 Venture Avenue
Parma, Ohio 44130

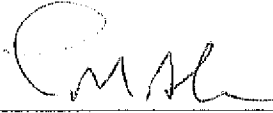
TO: OFFICE OF EARLY CHILDHOOD
Attn: Rebekah Dorman, Director
310 W. Lakeside Avenue – Suite 565
Cleveland, Ohio 44113

XXVII: ELECTRONIC SIGNATURE

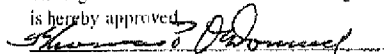
THE CONTRACTOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS 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, the Cuyahoga County for the Office of Early Childhood, and Cuyahoga County District Board of Health have caused this Contract to be executed this _____ day of _____, 2014.

CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH

By: 
Terry Allan, Health Commissioner

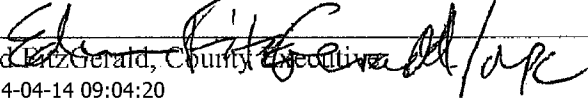
The legal form and correctness of this agreement is hereby approved


Thomas P. O'Donnell
Administrative Counsel

1/13/14
Date

CUYAHOGA COUNTY, OHIO:

Edward FitzGerald, County Executive

By: 
Edward FitzGerald, County Executive
2014-04-14 09:04:20