

CUYAHOGA COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CONTRACT FOR
"PARTNERS FOR FOREVER FAMILIES" INITIATIVE

THIS CONTRACT is made and entered into, by and between Cuyahoga County, Ohio on behalf of its Cuyahoga County Department of Children and Family Services, a governmental agency (hereinafter referred to as "Department" or "CFS"), and **BeechBrook**, doing business at 3737 Lander Road, Cleveland, OH 44124; a private, not for profit, entity.

WHEREAS, in September 2008, Cuyahoga County Department of Children and Family Services, in cooperation with private agency partners, Adoption Network Cleveland, Beech Brook and Victor Groza, PhD, at the Mandel School, Case Western Reserve University, were awarded funding for the "Partners for Forever Families", previously known as "Permanency for Ohio's Children", proposal by the United States Department of Health and Human Services (HHS);

WHEREAS, the Partners for Forever Families Initiative seeks to improve outcomes for children in the care of a Public Children Services Agency and improve compliance with federal performance expectations.

WHEREAS, CFS may enter into contracts to support this Initiative and Beech Brook as part of the proposal submitted to HHS for approval, will be involved in the performance of the Initiative.

WHEREAS, CFS wishes to purchase such services to support this Initiative from Beech Brook.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Department and Beech Brook, agree as follows:

1. PURCHASE OF SERVICES

Subject to the terms and conditions set forth in this Contract, Beech Brook agrees to furnish services for the Initiative, and the CFS agrees to purchase those services, as set forth herein.

2. CONTRACT PERIOD

A. This Contract will be effective for the twelve (12) month period from September 30, 2011 through September 29, 2012, both inclusive, unless otherwise terminated, at an amount not to exceed \$ 79,022.00 (the "Maximum Dollar Amount").

B. The total contract amount specified above in the maximum liability of CFS for services under this contract, provided that this amount is appropriated and certified as available.

C. The contract amount will be funded through a grant from United States Department of Health and Human Services Award No. 90CO1034.

D. The Initiative is scheduled for a five (5) year time period. Contracts will be for one year intervals.

3. SERVICES

A. *OVERVIEW OF INITIATIVE*

The Initiative proposes to improve CFSR outcomes through the diligent recruitment of relatives and those willing to provide a home to sibling groups. The Initiative expects to: (1) increase the percent of children who exit for adoption in less than 24 months from 25.1%, to match the state's percent of 37.2% or higher; (2) reduce the median length of stay from 41.5 months to less than 27.3 months; (3) increase the number of foster youth who are teens and who have been in care for 24 months that obtain permanency from the current 21.9% to 29.1% or higher. To accomplish these objectives, the Initiative will: (a) recruit, support, approve and stabilize relatives/kin as resource families from the time children enter temporary care; (b) recruit, support, approve and stabilize resource families for sibling groups; (c) develop a protocol to resolve sibling issues early to promote keeping siblings together; and (d) go back to kin to evaluate them as a permanent connection for children who are 17 and older for whom no permanency resource has been found.

The comprehensive multi-faceted recruitment and service program will be implemented in the first year and has 2 phases. Phase 1 is planning, and Phase 2 is implementation. The Initiative will be evaluated from the planning to implementation stages in order to measure the impact on child, family and agency as well as CFSR outcomes (Phases 1 and 2).

B. OBLIGATIONS OF PROVIDER

1. Beech Brook will provide a Teen Permanency Specialist, whose primary responsibility will be to the Partners for forever Families Initiative, which includes, but is not limited to the following performance duties:
 - Maintain a caseload of 10-15 youth in the Permanent Custody of CFS.
 - Create and maintain relationships with the management and staff of the Independent Living (IL) Department with CFS through the following activities:
 - Seek referrals from staff on a quarterly basis or as needed.
 - Meet at least monthly with the grant project managers and the CFS Independent Living Senior Supervisor to review any potential referrals to the project.
 - Attend IL Department meetings at least two times per contract year.
 - For each referral, the Teen Permanency Specialist will mine the record directly, or coordinate with Adoption Network Cleveland in the mining of the record for relatives, interested individuals and other persons important in the youth's life, work with youth to identify who they want to be part of their permanency plan, support youth in building relationships with those individuals, and begin implementation of plans to provide permanency for youth prior to emancipation.
2. Teen Permanency Specialist will complete the "permanency pact" and turn the plan over to the CFS IL worker for implementation. The Teen Specialist will provide consultation as needed.
 - The Teen Permanency Specialist will confer with project leaders at CFS to identify barriers to the plan's implementation.
3. Along with a designee from CFS, the Beech Brook Teen Specialist will "co-chair" and actively participate in the "Re-Engagement" advisory workgroup.
4. Teen Specialist will submit a detailed status report by the 15th of each month to the Project Manager and grant evaluator(s). The report will contain the following:
 - The status of each open case
 - The status of each referral including the number of new referrals
 - Barriers to the referral flow
5. Teen Permanency Specialist and/or other Beech Brook management staff will provide data, outcomes and other evaluation related information to the evaluator on a monthly basis.
6. Teen Permanency Specialist and/or other Beech Brook management staff will

be present at monthly grant leadership team meetings and any other meetings convened by the grant project leaders, Grant Manager, or CFS Grant Liaison.

4. INVOICING

A. Beech Brook shall, within 30 working days following the last day of each calendar month, submit an initial invoice to the Project Leader, with a description of the services provided and the contract number. Invoices should be submitted to:

Department of Children and Family Services
Attention: Jacqueline McCray, Deputy Administrator
3955 Euclid Avenue - Room 336-W
Cleveland, Ohio 44115

B. October 31, 2012 will be the final day to submit invoices for services performed under this contract.

5. COMPLETION OF FORMS

The Provider agrees to complete the Ohio Department of Public Safety form HLS 0038 (2/06) entitled "Government Business and Funding Contracts."

6. CHILD ABUSE, NEGLECT REPORTING: R.C. 2151.421

The provider will follow R.C. 2151.421, and if a mandated reporter be required to report alleged abuse, neglect or dependency of a child. Non-mandated reporters will follow their company's protocol for reporting abuse, neglect or dependency. Reports should be made to the KIDS Hotline 216-696-KIDS.

7. CONFIDENTIALITY

The provider shall protect from unauthorized disclosure or review all confidential information in its possession relating to children/families involved with the Initiative. Provider shall not use any such information for any purpose other than carrying out the obligations under this Contract. Provider agrees that the use or disclosure of confidential information by such entity, or its partners, subcontractors, employees, volunteers or agents of any information concerning children and families for any purpose not directly related to the performance of responsibilities under this Contract is strictly prohibited. If an exception is

required, the Provider shall request the written consent of the Administrator of CFS or designee authorized to give consent, prior to dissemination.

8. SACWIS

The parties to this Contract are aware that CFS will be utilizing the State Statewide Automated Child Welfare Information System (SACWIS) as of December 2008. The terms of this Contract must be read to permit compliance with all requirements of SACWIS and any changes required by the implementation of SACWIS supersede any conflicting contractual obligations

9. RECORDS RETENTION REQUIREMENTS

A. All records, books, papers or documents relating to the award of the Initiative, the Initiative, work performed related to the Initiative and supporting documentation for invoices submitted by the Provider, along with copies of all deliverables submitted in support of the Initiative will be retained and made available by the Provider for inspection and audit by the CFS, other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), the Comptroller General of the United States, and the United States Department of Health and Human Services (or duly authorized officials of HHS) for a minimum of five (5) years after reimbursement for services rendered under this Contract.

B. If an audit, litigation, or other action is initiated during the time period of the agreement, the PROVIDER shall retain such records until the action is concluded and all issues resolved or the five (5) years have expired, whichever is later.

B. All entities involved in the Initiative agree to maintain the confidentiality of all children and families served. No information on children or families served will be released for research or other publication without the express written consent of CFS Director and as applicable, the consent of ODJFS and/or HHS.

C. Provider agrees to keep all financial records, and its financial system, in a manner consistent with generally accepted accounting standards.

D. Provider agrees that each financial transaction will be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty days, after a written request has been made.

10. AVAILABILITY AND RETENTION OF RECORDS

Provider acknowledges, in accordance with R.C. 149.431, that certain financial records related to the performance of services under this Contract may be considered to be public records and agrees to treat them accordingly.

11. AUDIT

A. Provider agrees to follow federal and state rules and requirements regarding audits in existence at the time of this contract and as modified during the term of this contract. Provider agrees that its auditor will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

B. Provider agrees to have an audit completed annually and to make a copy available of the independent audit it receives.

C. Provider agrees to refund to CFS any overpayment resulting from Provider's internal audit.

D. Provider shall be responsible for audit findings caused by an act or omission of the Provider.

12. CIVIL RIGHTS & COMPLIANCE WITH LAWS

A. Provider will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P. L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any

other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

B. Provider will comply, as applicable, with provision of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

C. Provider will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a-7), the Copeland Act (40 U.S.C. 276 a to 273a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreements.

D. Provider will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176 (c) of the Clean Air Act of 1955 as amended (42 U.S.C. 7401 et seq); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and ; (h) protection of endangered species under the Endangered Species Act of 1973 , as amended (P.L. 93-205)

E. Provider will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system.

F. Provider will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq)

G. Provider will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

H. Provider will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies, governing this program.

I. The Multi-Ethnic Placement Act (MEPA), 42 U.S.C. 1996b prohibits the

delay or denial of an adoptive or foster care placement based upon consideration of race, color or national origin, except under narrow circumstances. MEPA, as amended, also requires the diligent recruitment of family's representative of the children in care. Provider will notify CFS immediately if race, color or national origin may be a consideration in any specific case of placement situation. The provider agrees that MEPA, as amended, and CFS policy will be followed. Provider will become fully knowledgeable about MEPA, as amended. Should the need arise, provider will cooperate with federal, state, and/or local governmental officials assigned to investigate allegations of violations of MEPA. This may include the United States Department of Health and Human Services and the ODJFS Bureau of Civil Rights.

J. Provider agrees to comply with the following, as required by Ohio Administrative Code 5101:2-47-23.1(B)(8), which states, in pertinent part:

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee, unless the services or goods involved are provided at a competitive cost or under terms favorable to the Provider.

K. *CONFLICT OF INTEREST POLICY*: Provider agrees to follow all ethics laws to ensure that employees are prohibited from using their positions that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain and follow the conflict of interest policy of CFS. Provider agrees it will provide CFS' conflict of interest policy, which is available on the county's internet site, to its employees involved in providing services that are the subject of this contract.

L. *COMPLIANCE WITH FEDERAL LAW RELATED TO GRANT*: Provider agrees to comply with 45 CFR Part 87 and 45 CFR Part 74.

m. *Lobbying Prohibition*

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Provider shall require that the language of this prohibition on lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This disclosure concerning lobbying is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The Provider may be required to submit a certifications regarding lobbying as a prerequisite for making or entering into a transaction. This requirement may be found in section 1352, title 31, U.S. Code. According to this code section, any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. INDEMNITY

Provider is to maintain adequate insurance for its operations, including but not limited to insurance for automobiles, general liability and for its premises. Provider agrees that it will at all times indemnify and save harmless the Department, Cuyahoga County--Ohio, and any and all officers, agents, servants, or employees thereof against any and all liability, loss, damages, costs or expenses which the Department or Cuyahoga County and any and all of their respective officers, agents, servants, or employees may hereinafter sustain, incur, or be required to pay due to: (1) any negligent, reckless or intentionally wrongful acts or omissions of the provider related to the performance of this Contract and that cause personal injury, death, property loss, or damage, either while participating in or receiving services furnished by the provider under this Contract, or while on the premises or in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the provider or any officers, agents, servant, or employee thereof, or (2) any personal injury, death, property loss, or damage to be suffered by another person while a child or family is participating in a program or is receiving services furnished by the provider under this Contract if such personal injury, death, property loss or damage is the direct result of the negligent, reckless or intentionally wrongful acts or omissions of the provider.

14. DISPUTE RESOLUTION MECHANISM

In the event that a dispute arises under the provisions of this Contract, the parties shall follow the procedures set forth below:

A. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Contract. The parties shall agree to a mutual date and place of the preliminary meeting. The preliminary meeting shall take place not later than ten working days from the date of issuance of the notice of dispute to all other parties. A copy of the notice shall be sent to the Administrator of CFS and to the Executive Director of the provider.

B. Within ten days of receiving the notice of a dispute, the parties involved in the dispute between the Department and the provider shall conduct a preliminary meeting. Any party may bring additional staff to attend the preliminary meeting. The party complaining of the dispute shall make all arrangements for the preliminary meeting.

C. The parties shall make good faith efforts to resolve the dispute at the preliminary meeting. All statements made during the preliminary meeting shall be privileged as settlement discussions and shall not be used for any purpose in any further proceeding.

D. In the event that the dispute is not resolved at the preliminary meeting, the party complaining of the dispute shall, within ten days of the preliminary meeting, give notice of the continuing dispute to the Department and to the provider.

E. Within five working days after receipt of the notice of the continuing dispute, the appropriate Department Manager, and/or specifically designated customer services' staff and the provider shall attempt to mediate the dispute.

F. If they are unable to mediate the dispute, the parties may employ the appropriate Deputy Administrator of the Department and the provider shall attempt to mediate the dispute.

G. If they are unable to mediate the dispute, it shall be referred to the Administrator of the Department, or his designee, for review and determination.

H. If they are unable to mediate the dispute, the Administrator of CFS will make the determination, which will be non-binding.

I. Once a party initiates this process, the entire process must be completed. Neither party shall be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

15. CONSTRUCTION

This Contract shall be governed, construed, and enforced in accordance with the

laws of the State of Ohio. If any portion of this Contract is found to be unenforceable due to statute, or administrative or judicial decision, the operation or enforceability of the unaffected balance of this Contract shall not be effected thereby.

16. NON- ASSIGNMENT

Provider shall not assign or transfer its obligation as the lead agency without the express written permission of the CFS and may subcontract for services only as expressly provided for in this Contract. Any subcontract for services entered into by provider with the approval of CFS shall be in writing and shall specifically require any subcontractor to comply with the terms of this Contract. CFS retains the right to review and approve all subcontracts entered into by provider that relate to any service provider is contractually required to furnish pursuant to the terms of this Contract.

17. STATUS OF PROVIDER

Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. PROVIDER also agrees that, as an independent contractor, PROVIDER assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services purchased by County/CFS hereunder. Provider agrees that it is an independent contractor for all purposes including, but not exclusively limited to, the application of the Fair Labor Standards Act, the Federal Insurance Contribution Act, applicable provisions of the Internal Revenue Code, applicable provisions of Ohio Tax law, Workers Compensation Law and Unemployment Compensation Law.

18. MISCELLANEOUS-ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties with respect to all matters that are the subject of this Contract. This Contract may be amended only by the mutual agreement of the parties and only by a writing signed by both parties. The parties specifically acknowledge that no promises, warranties or representations have been made to or relied upon by them other than those contained in this Contract.

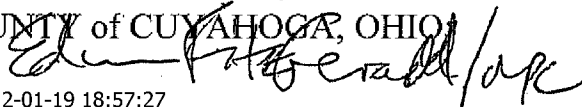
19. **TERMINATION**

Either party may terminate this Contract by giving thirty (30) days written notice to the other party.

20. **ELECTRONIC SIGNATURE**

BY ENTERING INTO THIS CONTRACT, PROVIDER AGREES 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. PROVIDER ALSO AGREES 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 Contract effective as of the date written above.

Edward FitzGerald, County Executive
COUNTY of CUYAHOGA, OHIO

2012-01-19 18:57:27

(Authorized Signature)

On behalf of: Beech Brook
Provider

By 

(Authorized Signature)

Debra Rex, Chief Executive Officer
Name (printed) & Title