

EMPLOYMENT & FAMILY SERVICES

PURCHASE OF SERVICE CONTRACT WITH BEECH BROOK

THIS CONTRACT made and entered into this _____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Employment & Family Services ("Agency") and **Beech Brook** a nonprofit corporation with principal offices located at **3737 Lander Road, Pepper Pike, Ohio 44124**, (the "Provider").

I. TERM

This contract will be effective from **July 1, 2012 through June 30, 2013** inclusive, unless otherwise terminated or extended by formal amendment. The Agency reserves the right to exercise the option, subject to the agreement of both parties, to extend the length of this contract based upon the Agency's program needs, the Provider's performance, and the availability of funds.

The Provider is a vendor of a Federal Award from the Department of Health and Human Services, Temporary Assistance for Needy Families (TANF), CFDA number: 93.558. The Provider is aware that funding for the services under this contract will not be continued after June 30, ~~2012~~²⁰¹³. Acknowledgment for funding this contract and its deadline is shown by the initials of the Provider on the line below.

Provider Representative Initials.

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The total amount of the contract cannot exceed **\$315,865.00** over the life of this contract. If the amount of the invoices exceeds the amount of the contract, the Provider realizes that no additional funds will be paid over and above the total amount of the contract, under any circumstances, even if additional services are provided.

II. PURCHASE OF SERVICE

Subject to the terms and conditions set forth in this contract and the attached EXHIBITS (such EXHIBITS are deemed to be a part of this contract as fully as set forth herein), the Provider agrees to provide Home Visiting services for OWF cash recipients with barriers to employment as described in Exhibit I, (Statement of Work) and Exhibit I-A (Provider Program Design).

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

III. RECORDS AND REPORTING

The Agency reserves the right to request additional reports pertaining to the specific program during the contract period. It is the responsibility of the Provider to furnish the Agency with reports as requested. The Agency may exercise this right without a contract amendment. The Agency reserves the right to withhold payment until such time as the requested and/or required reports to the satisfaction of the Agency are received.

IV. BILLING AND PAYMENT

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

The Provider will indicate on their invoices, the contract number, type of service being rendered, dates service was rendered, and the contract period. The invoice should also show the contract amount minus the invoice amount to reflect the remaining balance on the contract in order to obtain reimbursement.

The Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in an 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.

The Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program in accordance with the requirements of Section IX.

V. MONITORING, EVALUATION, AND QUALITY IMPROVEMENT

The effectiveness of the Provider services shall be measured by the achievement of performance measures and outcomes as identified in the Statement of Work and the Program Design, utilization as defined in the contract budget, and compliance with the terms and conditions of the contract.

The Agency will determine the overall performance of contracted services and programs through monthly monitoring activities and the Comprehensive Program Assessment (CPA).

Monitoring activities may consist of, but are not limited to:

- Reviewing required reports and other submissions
- Reviewing required invoicing documentation and protocol
- Reviewing monthly activities such as referrals, discharges, and services provided
- Quality Improvement interventions needed to address and remedy issues discovered through the monitoring activities

The CPA consists of a series of coordinated activities designed to support, assess, and document program implementation, performance, and compliance. CPA activities may consist of, but are not limited to:

- Provider presentations and meetings to discuss program features, progress, adjustments, or other notable program results;
- Case File Reviews conducted by the Agency to ensure compliance with case file requirements and documentation of services rendered;
- Surveys and other methods to gauge participant feedback;
- Review of program outcomes; and
- Program enhancements and updates based on Agency feedback with regards to services and performance.

Findings based on any of the aforementioned activities will be communicated to the Provider in writing. In the event of negative findings resulting in areas in need of improvement or noncompliance, the Provider will respond in writing detailing an improvement plan and/or a corrective action plan for each issue.

The CPA and monitoring are on-going and evolving processes. The Agency reserves the right to modify the processes, activities, and products during the contract period in order to most effectively meet the monitoring and compliance needs of the Agency.

Failure to achieve performance goals or to comply with the terms of this contract will be cause for or result in reduction of funding, recuperation of funds paid, or termination of this agreement in part or in whole.

VI. ELIGIBILITY FOR SERVICES

Eligibility of individuals to receive purchased services shall be determined, and units of service authorized, by the County Department of Jobs and Family Services (CDJFS), through Employment & Family Services (EFS), in accordance with the policies and procedures established by the Ohio Department of Jobs and Family Services (ODJFS) in Section 5101.80 of the Ohio Revised Code.

VII. AVAILABILITY OF FUNDS

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

X. CONFLICT OF INTEREST

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

The Provider further agrees that there is no financial interest involved on the part of any Agency officers, the County or employees of the county involved in the development of the specifications or the negotiation of this contract. The Provider has no knowledge of any situation that would be a conflict of interest. It is

understood that a conflict of interest occurs when an Agency or County employee will gain financially or receive personal favors as a result of the signing or implementation of this contract.

The Provider will report the discovery of any potential conflict of interest to the Agency, and/or the County. Should a conflict of interest be discovered during the term of this contract, the Agency and/or the County may exercise any right under the contract including termination of the contract.

XI. ASSIGNMENTS

The parties expressly agree that the contract shall not be assigned to another Provider without the prior written approval of the Agency.

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

XII. GOVERNING LAW; VENUE

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio in the state courts located in Cuyahoga County.

Applicable County Ordinances. All Contracts in which the County is a party, including this Contract, are subject to all applicable County Ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, the Cuyahoga County Inspector General Ordinance and the Cuyahoga County Contracting and Purchasing Procedures Ordinance. During the term of this contract, including any extensions, all parties shall remain in compliance with all applicable County Ordinances and may access copies of all County ordinances on the Cuyahoga County Council's website at <http://council.cuyahogacounty.us/>.

XIII. INTEGRATION AND MODIFICATION

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

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

XIV. SEVERABILITY

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

XV. TERMINATION

The Agency may terminate this contract, for any reason, upon 30 day written notice delivered to the Provider. The Provider may terminate this contract upon 30 day written notice delivered to the Agency, subject to the following:

Provider agrees that it will be considered a material breach of this contract on Provider's part if Provider terminates service on this contract without cause, which is defined as:

- The Agency failing to meet the terms and conditions specified in the contract, or
- The Agency, through action or inaction on the Agency's part, rendering performance by the provider impossible.

The notice should be sent to the attention of the Contract Manager at 1641 Payne Avenue, Room 510, Cleveland, Ohio 44114. The Agency and the Provider shall agree on a reasonable phase-out of the program as a condition of the termination.

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

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

XVI. COMPLIANCE

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

XVII. NON-DISCRIMINATION

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

The Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in

reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Provider.

XVIII. INDEMNIFICATION

The Provider agrees to protect, defend, indemnify and hold the Agency, the County, their officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of the Provider, negligent or otherwise, and its employees officers, agents, or independent contractors.

The Provider agrees to pay all damages, costs and expenses of the Agency, officers, agents, employees and County in defending any action arising out of the aforementioned acts or omissions.

XIX. RELATIONSHIP

Nothing in this contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the Provider in the conduct of the provisions of this contract. The Provider 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 Agency or the County.

XX. DISCLOSURE

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

XXI. INSURANCE

The Provider shall at times during the terms of this contract subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required there-under, and shall save the County harmless from any and all liability arising from or under said act. The Provider shall also furnish prior to the onset and delivery of said services and at such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referenced.

The Provider shall further purchase and maintain during the life of this contract to cover any loss, liability or damage alleged to have been committed by the Provider, the Provider's employees, agents, servants, volunteers, or assigns, Employment Practices Liability insurance coverage, Professional Liability insurance, and Commercial General Liability (CGL) insurance coverage, wherein the County is named as an additional insured or co-insured, as herein specified by the County. It is

understood that said CGL coverage is to include, but not be limited to standard provisions for sexual and physical abuse, broad form property damage, personal injury, advertising injury, completed operations, product liability and firm damage. Exact copies of Certificates of Liability delineating such coverage shall be deposited with the County prior to commencement of services under this Contract. The amounts of said insurance shall be as follows:

- Commercial General Liability coverage with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate.
- Employment Practices Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 annual aggregate.
- Professional Liability coverage with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate (where applicable).

The policies for each of the requisite insurance coverage hereinabove specified shall contain the following provision: The Provider agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Contract involved, written notice shall be mailed to Employment & Family Services, 1641 Payne Avenue, Room 510, Cleveland, Ohio 44114.

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 contract by the County.

XXII. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws applicable to the Agency and/or consumers of the Agency concerning the confidentiality of the Agency's consumers. The Provider understands that any access to the identities of any Agency consumers shall only be as necessary for the purpose of performing its responsibilities under this contract. The Provider agrees that the use or disclosure of information concerning the Agency consumers for any purpose not directly related to the administration of this contract is prohibited.

Client Data Confidentiality

By receiving client data in any form whatsoever from the Agency all parties to this agreement shall protect the confidentiality of said data as per the requirements of Ohio Administrative Code 5101:1-1-03, the regulations promulgated by the United States Department of Health and Human Services, the provisions of HIPAA, specifically 45 CFR 164.501, any amendments thereto, and as detailed below.

Definition- “Client data” is any information that is, or can be, related to an individual client including all personal health information (PHI) as defined at 45 CFR 164.501.

Permitted Uses and Disclosures- The Provider and its agents and subcontractors shall not use or disclose client data except as specifically stated in this agreement.

Safeguards- The Provider shall use appropriate safeguards to protect against use or disclosure not provided for in this agreement.

Reporting of Disclosure- The Provider shall promptly report to the Agency any knowledge of uses or disclosures of client data that are not in accordance with this Agreement or applicable law. In addition, Provider shall mitigate any adverse effects of such a breach to the extent possible.

Agents and Subcontractors – The Provider ensures that all its agents and subcontractors that receive client data from or on behalf of the Agency agree to the same restrictions and conditions that apply to Provider with respect to the use or disclosure of the client data.

Accessibility of Information – The Provider shall make available to the Agency such information as the Agency may require to fulfill the Agency’s obligations to provide access to, provide a copy of, and account for disclosures with respect to client data pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.154 and 164.528 and any amendments thereto.

Amendments of Information – The Provider shall make client data available to the Agency in order for the Agency to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the Agency, incorporate any amendments into the information held by the Provider and ensure incorporation of any such amendments into information held by its agents or subcontractors.

Disclosure – The Provider shall make available its internal practices, books and records relating to use and disclosure of client data received from the Agency, or created or received by the Provider on behalf of the Agency, to the Agency and to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining the Agency’s compliance with HIPAA and the regulations promulgated by the U.S. Department of Health and Human services and any amendments thereto.

Portable Storage Devices- Inclusive to these terms are any form of client data stored on all portable/mobile devices (laptops/notebooks, any form of portable media, electronic communications, hard copy documentation, cell phones and PDAs) and non-portable storage and processing devices. The Provider must exercise appropriate safeguards to ensure confidentiality, integrity, and availability of all client data consistent with the Provider’s Business Continuity and/or Risk Management plans

and protocol. The Agency must be notified, immediately, upon breach of any portion of this section.

Material Breach - In the event of a material breach of Provider's obligation under this section, the Agency may at its option terminate this agreement. Termination of this agreement shall not effect any provision of this agreement which, by its wording or its nature, is intended to remain effective and to continue to operate in the event of termination.

Return or Destruction of Information - Upon termination of this Agreement, the provider, at the Agency's option, shall return to the Agency, or destroy, all client data in its possession, and keep no copies of the information except as requested by the Agency or required by law. If Provider or its agents or subcontractors destroy any client data then the Provider will provide to the Agency documentation evidencing such destruction. Any client data maintained by Provider shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

XXIII. BUSINESS CONTINUITY

The Provider shall maintain and make available to the Agency its Business Continuity Plan (BCP) relating to electronic files, application access, data back-up and computer/system equipment recovery due to a disaster or system failure. The BCP at a minimum should address:

- Recovery and restoration of critical systems and information within a specified time period after a disruption;
- Data Backup and restoration protocols in the event of a data loss;
- Hardware and systems restoration strategies; and
- Full and partial business restoration schedules.

XXIV. AUDIT RESPONSIBILITY

OMB Circular A-133

The Provider acknowledges that they are a vendor as defined in Office of Management and Budget (OMB) Circular A-133; Subject: Audits of States, Local Governments and Non-Profit Organizations. The Provider agrees to comply with all relevant requirements of OMB Circular A-133 and is advised that a full text copy of the circular is available at www.whitehouse.gov/omb/

The Provider further acknowledges responsibility for obtaining an annual single or program specific external audit, to include an assessment of the degree of compliance with the requirements contained in OMB Circular A-133 for Federal funding in excess of \$500,000.00 in a fiscal year.

The Provider agrees to provide a copy of this audit to the Agency each year within 30 days of receipt.

The Agency reserves the right to withhold payment of the final contract invoice, or subsequent invoices in the event of a contract amendment, pending receipt of the annual audit.

The Provider acknowledges that they are subject to vendor program monitoring, as defined in OMB Circular A-133 and as implemented by the Ohio Department of Jobs and Family Services (ODJFS) OAC Rule: 5101:9-1-88; Subject: Subrecipient Annual Risk Assessment Review and Subrecipient Monitoring Process.

These monitoring activities include, but are not limited to:

- An on-site or desk review of Provider records to:
 - Verify that services being provided are within the scope of the funding being received.
 - Provide reasonable assurance that the cost of goods, services and property are allowable and that expenditures appear to be within the budget submitted.
 - Provide reasonable assurance that the Provider has acquired goods and services in accordance with applicable local, state and federal regulations.
 - Provide reasonable assurance that reports are supported by underlying accounting or performance records and are submitted in accordance with provisions of the contract.
 - Ensure that, when applicable, appropriate cash management practices are in place; that program income is correctly earned, recorded and used; and that required audits are obtained and the Provider is in compliance with any resulting corrective action plan.

Other Audits and Reviews

The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception or finding resulting from any appropriate federal, state or local audit or review related to the provisions of this contract.

Audits and reviews will be conducted using a "sampling" method. Depending on the type of audit or review 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 may be applied to the entire audit period or other appropriate methods may be utilized.

The Provider agrees to repay the Agency amounts due that result from any audit or review finding with monetary implications contained in an audit or review conducted by any appropriate federal, state or local government entity.

The Provider agrees to repay the Agency 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 Provider will be required and hereby agrees to sign a Repayment of Funds Agreement. The Provider recognizes and agrees that the Agency may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract. 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 Agency also reserves the right to not increase the rate(s) of payment or the overall contract amount for services purchased under this contract if there is any outstanding or unresolved issue related to an audit finding.

The Agency 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.

Other Deliverables

Within 30 days of receipt, the Provider agrees to give the Agency a copy of Provider's annual independent audit report and any associated management letters.

XXV. WARRANTY

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

XXVI. ACTS OF GOD

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

XXVII. COORDINATION

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

XXVIII. CHILD SUPPORT ENFORCEMENT

The Provider agrees to cooperate with the Agency, ODJFS and any other Child Support Enforcement Agency in ensuring that the Provider's employees meet child support obligations established under state law. Further, by executing this contract, the Provider 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.

XXIX. PUBLIC RECORDS

Subject to Article XXII Confidentiality, this contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio Law, the Agency shall make available the contract and all public records generated as a result of this contract.

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

XXX. DRUG-FREE WORKPLACE

The Provider certifies and affirms that the Provider will comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all employees performing duties or responsibilities

under this contract, 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.

XXXI. TEMPORARY ASSISTANCE FOR 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 Provider agrees to not discriminate in hiring and promoting against applicants for and participants in the Ohio Works Program. The Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party, which will be providing services, whether directly or indirectly, to the Agency's consumers.

XXXII. 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 contract.

XXXIII. WAIVER

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

XXXIV. PROVIDER SOLICITATION OF AGENCY EMPLOYEES

The Provider warrants that for one (1) calendar year from the beginning date of this contract with the Agency, the Provider and its employees will not solicit the Agency's employees to work for the Provider. The term Provider includes all staff personnel.

XXXV. MAINTENANCE OF SERVICE

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

XXXVI. GRIEVANCE PROCESS

The Provider will notify the Agency in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this contract. The

Provider shall submit any and all facts pertaining to the grievance and the resolution of the grievance to the program contact person.

The Provider 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.

XXXVII. PROPERTY OF EMPLOYMENT & FAMILY SERVICES

Any item produced under this contract or with funds provided under this contract, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of Employment & Family Services, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables.

The Provider will not obtain copyright, patent, or other proprietary protection for the deliverables. The Provider will not include in any deliverable any copyrighted matter in the manner provided in this contract. The Provider agrees the deliverables will be made freely available to the general public unless the Agency determines, pursuant to state or federal law, that such materials are confidential.

XXXVIII. DEBARMENT AND SUSPENSION

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

XXXIX. ELECTRONIC SIGNATURES

By entering into this Agreement Beech Brook agrees on behalf of 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. Beech Brook also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of the 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 parties hereto have executed this Agreement as of the date below written.

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

BY:

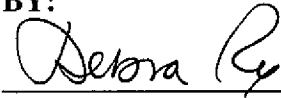


2012-06-28 11:19:03

Edward FitzGerald, County Executive

BEECH BROOK

BY:



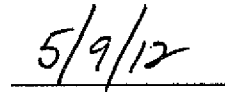

Date

EXHIBIT I

STATEMENT OF WORK (Agency)

The Agency agrees to enter into a contract agreement with **Beech Brook** hereinafter referred to as (Provider), for the period from **July 1, 2012** to **June 30, 2013**. The Provider agrees to provide Home Visiting services. This program will provide an in-home assessment of health and safety issues for OWF families losing cash due to sanction or time limits as described below.

I. Program Objectives

The Provider will serve approximately twenty-four hundred (**2,400**) OWF families referred by the Agency who will be contacted and offered a home visit to ensure the safety and well being of the family members as described in EXHIBIT I (Statement of Work) & EXHIBIT I-A (Provider Program Design). It is anticipated approximately two hundred and fifty (**250**) families will receive an initial home visit assessment. Reassessments will be conducted for families who are identified as having health and/or safety issues during the initial home visit.

II. Program Activities and Descriptions

Initial Contact will be attempted for all referred families and consist of a single phone call. Individuals with whom contact is made will be asked to submit to a telephone triage interview to identify whether or not the client needs assistance and whether it can be addressed over the phone. A home visit will be offered to the client if triage staff conclude circumstances necessitate it. The client may accept or decline the offer of a home visit. All families with whom contact is made will receive the community resource guide.

Telephone Triage is completed with referred clients over the phone. The interview includes a high level screen of the family's housing, personal safety, basic needs, health and well-being and employment needs. The outcome of the telephone triage is an offer of a home visit if needed.

Initial Assessment is the in-home assessment of the health and safety of families referred to the program. The initial assessment will be completed within 10 (ten) days of the triage call. Where appropriate, information and referrals to community resources will be provided by the home visitor to address the needs identified in the initial assessment.

Reassessment is the re-evaluation of the health and safety of the family to ensure mitigation or resolution of concerns identified in the initial assessment. Where appropriate, information and referrals to community resources to will be provided by the home visitor to address the new or existing concerns. The Reassessment will be completed within forty-five (45) days of completing the Initial Assessment.

Resource Packets are materials and resources for families identified as having self-sufficiency needs either during or in lieu of (for families who refuse a home visit) the home visit assessment interview. This may include but not be limited to resources to address immediate food, clothing and shelter needs, healthcare and/or treatment needs, and domestic violence issues. In addition, the packet should contain information on education, training, and employment opportunities and resources for individuals seeking employment. The resources must be current and neighborhood-based.

Emergency Support is one-time assistance provided to families who demonstrate an immediate risk to the health or safety of the individual or child in the home. The assistance should be considered only after community resources have been thoroughly explored and exhausted. Examples of assistance include, but are not limited to, clothing, beds, diapers, one-time rent and utility assistance and other essential non-food items. The emergency support is expected to be provided within 48 hours of the identified and documented need and is not intended as a temporary stop-gap measure. For those families anticipating ongoing emergency needs, the provider is expected to work with community agencies to leverage additional resources. Emergency support will not exceed \$100 without prior written approval from EFS.

III. Program Reporting and Responsibilities

Performance metrics in the following general areas that maybe used to measure program success will include, but are not limited to:

- Contact and triage results
- Completed initial assessments
- Completed reassessments
- Emergency support issuances
- Timeliness of activities

The Provider must submit to the Agency a monthly management report of program activities for all participants active in the program and quarterly and final reports of program performance and outcomes.

IV. Additional Requirements

The Provider must only serve individuals referred to them by the Agency. If a referred individual does not appear to meet the program criteria, the Provider will inform the assigned EFS program manager.

The Provider must attend periodic briefing meetings to ensure continuity of service delivery and effective program management.

The Provider must maintain an accounting system and supporting fiscal records adequate to enable the Agency to audit and otherwise verify all payments made.

EXHIBIT I-A

PROGRAM DESIGN (Provider)

Overview

Beech Brook will provide Home Visiting Services to OWF clients who will be losing cash benefits due to time limits or sanctions. Beech Brook will serve approximately 150-250 clients per month on a no reject/eject basis. Services will include outreach, assessment and linkages to community resources to ensure that the health, safety, stability and basic needs of the family are maintained in the absence of cash assistance. Services will be delivered by phone, and when appropriate a home visit will be made.

Program activities and deliverables include assessments, resource packets, emergency support and monthly reports. Because a significant percent of clients may be Spanish-speaking, Beech Brook has hired a bilingual staff member for the program.

Key Program Activities

EFS will send a letter to each family that is about to lose benefits due to time limits or sanctions. These families are told that they may request assistance from Beech Brook. At the same time, Beech Brook receives a list of these families and attempts a single phone call to offer assistance. If contact is made, Beech Brook conducts a phone triage interview to determine the level of assistance the family may need. They may simply be sent a Resource Guide and packet including employment opportunities, or they may be in need of more services, requiring a home visit. If Beech Brook is unable to contact the family after the first phone call, no further attempts are made.

Beech Brook recognizes that a number of individuals will not speak English, and we are prepared to ensure that non-English speaking families will have full access to interpreters as needed. One of the Beech Brook home visitors is bilingual in Spanish. We also have a contract with Day Translation Services to provide interpretation/translation services to complete phone triages and assessments when necessary.

The home visitors will transmit their initial assessments and re-assessments (assessment tool) into EFS's system every week. These initial assessments and re-assessments indicate dates and times of home visits and provide detailed assessments of the families' immediate needs, as well as linkages with community services to meet those needs. Assessments include an evaluation of immediate risks to the health and safety of all family members, particularly children. This includes housing, utilities, food, clothing, health insurance, health/medical needs, preventative care practices, child supervision, child school attendance, alcohol/other drugs, domestic violence mental health and transportation. The home visitor rates each of these categories as *adequate*, *questionable*, *inadequate* or *not applicable*. Each indicator ranking of *questionable* or *inadequate* includes a comment describing the circumstances observed in detail and justifying the rating, along with referrals to appropriate community-based resources. All indicators rated *not evaluated/not applicable* include an explanation why. Any emergency support given to the family is clearly noted with comments

describing the circumstances that led to the emergency, identifying how the emergency will be resolved with the emergency support, noting all resources explored and their outcomes and a complete description of why the need is not ongoing. All assessments will include a family plan section clearly identifying the client's plan for supporting their family without an OWF check and a follow-up section with a rationale supported by observations made in previous sections recommending or not recommending a follow-up visit (re-assessment).

Target Population

OWF clients with children who will be losing cash benefits due to time limits or second or higher tier sanctions.

Resource Guide

The resource guide will offer an attractive, user-friendly format with a table of contents and categories that sort the resources in alpha order. It will offer resources covering a variety of community services. If a resource is geographically limited, that is indicated. The Resource Guide will be translated into Spanish.

Emergency Support Issuance

Emergency support is provided for families with an immediate risk to the health or safety of an individual or child in the home. Emergency support will be supplied as a last resort when all other stipends and resources are exhausted or unavailable, and when there are safety or health risks apparent. Emergency support for \$100.00 or less requires approval from the Home Visiting Director before the assistance is provided. Emergency support for over \$100.00 requires approval from the Home Visiting Director and if approved it must then be approved by EFS before support is provided.

In either case, the Home Visitor must submit a request with a clear description of the circumstances that led to the emergency, how the emergency will be resolved with the emergency support, description of prior efforts and resources explored to secure needed support elsewhere and there outcomes and why this need is not ongoing. If approved, there is a 24 hour turnaround for check requests.

Performance Benchmarks

Performance Outcome	Benchmark	Measure
Contact attempts will be made within 5 business days for referred clients.	<i>100%</i>	<i>Reports</i>
Assessments will be scheduled and completed within 10 business days of the triage call.	<i>95%</i>	<i>Reports</i>
Assessments will address triage findings.	<i>100%</i>	<i>OWF Audit</i>
Re-assessments scheduled and completed within 45 days of assessment	<i>95%</i>	<i>Reports</i>

Performance Outcome	Benchmark	Measure
Emergency support issuance within 2 days of identifying need.	<i>100%</i>	<i>OWF Audit</i>
Initial assessments and re-assessments will be transmitted within in 8 business days of completion.	<i>95%</i>	<i>Reports</i>
Client satisfaction will remain high for each surveyed area.	<i>95%</i>	<i>Beech Brook satisfaction surveys</i>

Continuous Quality Improvement

Beech Brook's Learning and Performance Improvement Department provides outcome / output results for each agency program based on that program's specific deliverables to be included in the agency's system of dashboards. Dashboards have been developed at a program and individual staff level for the Home Visiting Program. These dashboards are used to monitor program performance. They include the percentage of clients who received an attempted triage within 5 business days of referral, the percentage of assessments scheduled and completed within 10 business days of triage, the percentage of re-assessments scheduled and completed within 45 days of assessment, the percentage of emergency support issued within 2 days of identified need, and percentage of assessments and re-assessments archived within 8 business days of scheduled home visit.

In addition to the above metrics, Beech Brook evaluates the Program Director's effectiveness by measuring key performance indicators. These include timeliness of documentation, the percentage of unassigned cases in a program, number of inactive cases (those open cases that have had no service delivery for a specific amount of time), and timeliness of problem resolution for results that require some corrective action. In the event that a concerning trend is revealed through analyzed data, agency administrators will take timely action, often through planning at routine Operational Review Meetings, for immediate self-correction.

Attainment of project goals and objectives is monitored closely through monthly management meetings. In addition, progress is tracked at routine bi-monthly Operational Review Meetings, attended by the Executive Office, program administration, and other key agency administrators, all of whom review these contract and program measures.

EXHIBIT II

BUDGET

The Agency agrees to pay the Provider for the costs described below to the degree they are determined to be fair and reasonable for the implementation of a Home Visiting Program for an amount not to exceed **\$315,865.00**.

- I. The Agency agrees to reimburse the Provider for costs incurred for salaries and fringe benefits for the following positions in an amount not to exceed **\$252,428.00**.

Vice President-Operations	\$ 2,319.00
Program Manager	\$ 49,603.00
Licensed Assessor	\$ 44,065.00
Licensed Assessor	\$ 32,026.00
Licensed Assessor	\$ 29,835.00
Scheduler/SSI Specialist	\$ 34,669.00
 Fringe Benefits	 \$ 59,911.00

- A. To receive reimbursement for these costs, the Provider must submit an invoice detailing the actual expenses incurred during the billing month with the appropriate supporting documentation.
- B. In order to meet the objectives of this program, the Agency agrees to allow for the shifting of dollars within this category as necessary without a formal amendment and without exceeding the approved contract amount. The Provider must submit this request in writing to the designated Contract Specialist for prior approval.

- II. The Agency agrees to reimburse the Provider for direct costs, as listed below, in an amount not to exceed **\$22,237.00**.

Contract and Professional Services (Fingerprinting, Background Checks, Physicals)	\$ 960.00
Travel (Mileage)	\$ 1,200.00
Consumable Supplies (Office Supplies, Program Supplies, Printing)	\$ 3,487.00
Occupancy (Rent and Utilities)	\$ 6,073.00
Other	
Cell phones	\$ 4,200.00
Emergency Support	\$ 5,500.00
Leased Equipment (Copier and Fax Machine)	\$ 817.00

- A. To receive reimbursement for direct costs, the Provider must submit an invoice detailing the actual expenses incurred during the billing month with the appropriate supporting documentation.
 - B. In order to meet the objectives of this program, the Agency agrees to allow for the shifting of dollars within this category as necessary without a formal amendment and without exceeding the approved contract amount. The Provider must submit this request in writing to the designated Contract Specialist for prior approval.
- III. The Agency agrees to reimburse the Provider for indirect costs in an amount not to exceed \$41,200.00.
- To receive reimbursement for indirect costs, the Provider must submit an invoice for the costs incurred/allocated during the billing month.
- IV. The Provider agrees that the services being contracted for are not available from the Provider on a non-reimbursable basis for less than the unit rate and that the level of service to public assistance and food stamp recipients is guaranteed.
- V. The Provider understands that failure to comply with these provisions may result in Provider refunding any funds received from the Agency that were in violation of any provisions contained above.
- VI. For payment processing, an invoice must be submitted by the 15th of the month directly to:

Employment & Family Services
c/o Larry Ganim, Contract Specialist
1641 Payne Ave. Room 510
Cleveland, Ohio 44114
Phone: (216) 987-8242; Fax (216) 987-7090
email: ganiml@odhs.state.oh.us.