

**CUYAHOGA COUNTY  
CONTRACT FOR CHILDREN AND FAMILY  
FOCUSED SERVICES & SUPPORTIVE SERVICES**

THIS CONTRACT is effective this 1st day of February 2013, and is by and between Cuyahoga County, Ohio, a political subdivision of the State of Ohio, on behalf of its Cuyahoga County Division of Children and Family Services, (hereinafter referred to as "County" or "CCDCFS") and a provider of services, which may include children and family focused services and/or supportive services, identified as:

**Catholic Charities Corporation  
6753 State Road  
Parma, OH 44134**

(A private, not for-profit organization hereinafter referred to as "Provider").

WITNESSETH

WHEREAS, CCDCFS is charged under Ohio Revised Code Chapter 5153 with the responsibility of the administration of child welfare, subject to the rules and standards of the Ohio Department of Jobs and Family Services (ODJFS); and

WHEREAS, CCDCFS is charged under Ohio Revised Code Chapter 5153 with entering into contracts, within or outside the county or state, to provide care which the Division determines is in the best interest of any child determined to be in need of public care service; and

WHEREAS, the Provider is engaged in furnishing services to children and families, who are, or are at risk of, becoming involved with the child welfare system.

WHEREAS, the parties to this contract understand the importance of the Adoption and Safe Families Act (ASFA), codified at 42 U.S.C. 1305, et seq., and the parties desire to satisfy the outcomes developed by the federal and state agencies responsible for implementation of ASFA.

WHEREAS, the parties to this contract understand the importance of the Family to Family concepts, as advocated by the Casey Foundation and agree to support the implementation of the Family to Family concepts.

WHEREAS, the Provider supports the provision of culturally appropriate services.

WHEREAS, a Request for Proposal was issued (#25318) and Provider was selected from among the entities responding to the Request for Proposal. The Provider's response to the Request for Proposal will be referred to as the "Proposal," which is attached as attachment A.

WHEREAS, CCDCFS wishes to purchase such services to this contract from the Provider.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, CCDCFS and the Provider agree as follows:

**1. PURCHASE OF SERVICES**

Subject to the terms and conditions set forth in this Contract, the Provider agrees to furnish, and the CCDCFS agrees to purchase those services as delineated in Section 5, and further described in the Proposal, attached as Attachment A, for children and families who are referred and authorized by Cuyahoga County Division of Children and Family Services (CCDCFS) in the manner set forth in Section 4 "Referral Procedure." Services which have not been included in this Contract shall be separately purchased if approved by CCDCFS. Provider agrees to provide services for children and families consistent with current state and federal laws, federal and state regulations, and the County's policies and procedures, in effect prior to the date of this contract, February 1, 2013, and as may be amended. In the event of a conflict between any provision of this Contract or RFP, and any provision in the Proposal, the terms and conditions of this Contract or RFP, shall control.

**2. TERMS & CONTRACT PERIOD**

**A. Contract Period**

This Contract will be effective for a twenty-four (24) month period, February 1, 2013 through January 31, 2015, both inclusive, unless otherwise terminated, at an amount not to exceed the following amount which shall be identified as the "Maximum Dollar Amount."

The Maximum Dollar Amount is \$ 278,570.00 for the two (2) year period. The amount certified [available for use] for the period ending January 31, 2014 will be \$139,285.00. The amount certified [available for use] for the period ending January 31, 2015 will be \$139,285.00.

Portions of the Maximum Dollar Amount which were certified for the period ending January 31, 2014 may be used to pay for services rendered after January 31, 2013 on referrals accepted before January 31, 2013.

CCDCFS, in its sole discretion and subject to required approvals of the County, will determine whether an extension of the contract period will be extended an additional year.

**B. Other Terms**

1. Nothing in this Contract shall be construed as a guarantee by CCDCFS that CCDCFS will make referrals to the Provider, at all or at a level that would result in the Provider earning the Maximum Dollar Amount. CCDCFS will pay Provider for, and Provider shall be entitled to receive payment for, services actually purchased by CCDCFS. The amount of such payments will be determined according to the rates for such services as set forth herein.
2. Both parties agree that the Maximum Dollar amount of the Contract may be amended during the contract period. Any Amendment of the contract requires approval from Cuyahoga County. Such amendment may take place for any reason, including, but not limited to, an under utilization of contract services by CCDCFS, an over utilization of contract services by CCDCFS or an increase or decrease in funds available to CCDCFS.
3. Adjustment to contract Amount: CCDCFS reserves the right to unilaterally adjust and amend the maximum contract amount should it determine that the Maximum Dollar Amount will not be expended during the contract period based on CCDCFS' quarterly projections. CCDCFS will give notice of twenty-one (21) days to the Providers affected advising of the proposed amendment before seeking a county resolution. The purpose of the twenty-one (21) day notice is to give the parties affected a period of time to discuss the proposed adjustment or amendment.
4. Waiver: The Provider expressly waives its signature and approval of the contract amendment submitted to the county permitting the adjustment/amendment, based on the information provided in the twenty-one (21) day notice referenced in section 3.
5. The total Maximum Dollar Amount of the contract as specified in Section 2 above is the maximum liability of CCDCFS for services under this contract, provided that this amount is appropriated and certified as available.

**3. MATERIAL CHANGES TO PROGRAM**

If the Provider materially alters, adds, omits or otherwise changes its way of providing services hereunder during the time period covered by this Contract, the Provider shall furnish written notification to CCDCFS not less than sixty (60) days prior to implementation.

#### **4. REFERRAL PROCEDURE & INITIAL CONTACT REQUIREMENTS**

**A.** The Provider agrees to the referral/notification procedure described in this paragraph. CCDCFS reserves the right to modify the referral procedure, in its discretion, to enhance the delivery of services.

The CCDCFS WOR will complete the Service Authorization Form either through an automated referral system or hard copy and forward it to the CCDCFS Supportive Services Unit. The Supportive Services Unit will approve referrals, noting the appropriate **Emergency** or **Non-Emergency** designation on the referral and, as needed, make contact with the Provider to discuss the case.

If the Provider accepts the referral, the referral will be sent to the Provider via e-mail or fax. The Provider agrees to confirm receipt of the referral via phone, fax or e-mail upon receipt. The preferred method of communication is email.

#### **B. INITIAL FACE TO FACE CONTACT REQUIREMENTS FOR EMERGENCY AND NON-EMERGENCY REFERRALS FOR ALL SERVICES CONTAINED IN THIS CONTRACT:**

**The Provider agrees to the initiation of the 1<sup>st</sup> face to face contact as described below**

For all "**Emergency**" designated referrals regardless of age of the child(ren), the Provider agrees to initiate the 1<sup>st</sup> face to face contact with the family within twenty-four (24) hours of referral acceptance.

For all "**Non-Emergency**" designated referrals regardless of age of the child(ren), the Provider agrees to initiate the 1<sup>st</sup> face to face contact with the family within three (3) working days of referral acceptance.

#### **C. "NO ENGAGEMENT" NOTIFICATION AND TERMINATION OF REFERRAL DUE TO UNABILITY TO CONTACT OR ENGAGE FAMILY**

The parties understand that it is imperative that the services begin as soon as possible. However, the parties agree and understand that despite diligent efforts, some families may not engage due to family relocation, service refusal, etc.

Due to the critical safety nature of "**Emergency**" designated referrals, the Provider is responsible for contacting the CCDCFS Supportive Services Unit within forty-eight (48) hours of referral acceptance on "**No Engagement**" referrals. The preferred method of communication is email. Upon receipt of the notice, the Supportive Services Unit will terminate the referral and email the CCDCFS WOR and Supervisor of the "**No**

Engagement" scenario, so the safety of the child can be re-evaluated. See, also, section 5(C)(4) for additional termination procedures.

For "Non-Emergency" designated referrals regardless of age of the child(ren), the Provider is responsible for contacting the CCDCFS Supportive Services Unit within five (5) working days of the 1<sup>st</sup> face to face attempt on "No Engagement" referrals. The preferred method of communication is email. The Supportive Services Unit will terminate the referral and email the CCDCFS WOR and Supervisor of the "No Engagement" scenario, so the safety of the child can be re-evaluated. See, also, section 5(C) (5) for additional termination procedures.

## **5. SERVICES, TIME FRAMES AND RATES**

### **A. Description of Services: Core Components of Family-Based Services:**

The National Resource Center On Family-Centered Services and Permanency Planning consider the following to be the essential components of family-based services or family-centered practice in child welfare.

1. The family unit is the focus of attention:  
Family-centered practice works with the family as a collective unit ensuring the safety of the children and the well-being of the family.

2. Strengthening the capacity of families to function effectively is emphasized:  
The primary purpose of family-centered practice is to strengthen the family's potential for carrying out their responsibilities.

3. Families are engaged in designing all aspects of the program policies and services:

Family-centered practitioners collaborate with families to use their expert knowledge throughout the decision- and goal-making processes and provide individualized, culturally responsive, and relevant services for each family.

4. Families are linked with more comprehensive, diverse, and community based networks of supports and services:

Family-centered interventions assist in mobilizing resources to maximize communication, shared planning, and collaboration among the several community and/or neighborhood systems that are directly involved with the family.

The families that are served through family preservation services may require both traditional therapies and non-traditional services. Services provided to the family are both intensive and short term. The purpose of the program is to stabilize the situation, provide the clients with service referrals, and provide direct assistance in connecting clients to services, and needed resources to continue to succeed once family preservation has ended. Services are to be available 24 hours

a day, seven days a week. The service will take place inside the family's home and are to be based upon the family's schedule. The family should be linked to services that have been documented in the CCDCFS "Case Plan" and those services identified as part of the family preservation/ family focus initial assessment. The services/resources provided should be within the community that the family resides whenever possible. If services are not within the community, they should be within 15 miles of the family home. Initial contact or "face to face" visits should be made per program requirements.

**B. Child and Family Focus/ Family Preservation Categories:**

1. **Intensive In-Home Services:** May be designated as "Emergency" or "Non-Emergency" referrals. Families must be in crisis and rated as moderate to high risk on CCDCFS risk assessment tool. Intensive in-home services will be a component of the family's safety plan, with the goal of ensuring the safety of the child and maintaining the family as a unit.

The service duration is ninety (90) consecutive days starting from the date of initial contact with the family and a maximum of fifty (50) service hours. Provider Agency workers must be available to provide ten (10) hours of face- to- face contact during the first week of involvement. Total time per family will vary, however, service intensity is often greatest during the first week.

The goals of the service are to immediately intervene to reduce the risk of abuse and/or neglect to the child, de-escalate the crisis in the family, help the family develop problem- solving skills, facilitate improved family functioning through the provision of hands-on concrete services coupled with therapeutic interventions during the period of family crisis, and facilitate more effective utilization of community resources by the family in order to keep the family intact.

2. **Family In Need Of Services:** These are "Non-Emergency" referrals. Families are in crisis but child(ren) are not rated as a "Dependent" due to the lack of adequate parental care. Parent/Caretakers are usually overwhelmed with providing for the child's basic needs.

The service duration is ninety (90) consecutive days starting from the date of initial contact with the family and a maximum of thirty (30) service hours. Provider Agency workers must be available to provide five (5) hours of face- to- face contact during the first week of involvement. Total time per family will vary; however, service intensity is often greatest during the first week.

The goals of the service are to provide immediate intervention to reduce the risk of a child's removal from the home, assist the family in development of problem-solving and coping skills, and facilitate more effective utilization of community resources by the parent in order to keep the family intact.

3. Parent-Teen Conflict Services: May be designated as "Emergency" or "Non- Emergency" referrals. The primary focus of this service category includes families coming to the attention of CCDCFS due to parent/teen conflict that cannot be resolved without professional assistance. It also includes situations in which the teen is already out of the home or at imminent risk of leaving and the family wants to remain intact. In a typical parent-teen conflict referral, the teen is 13 years old or older, and may be unruly, delinquent, aggressive or violent, gang involved and a possible runaway. Typically, the teen has experienced problems with learning or school under-achievement, poor interpersonal relations, unstructured extracurricular time, and/or abusive behavior in family or peer relationships. The teen may be abusing drugs and alcohol, but has not reached the threshold for primary treatment for substance abuse. The family may be chaotic and unable to cope appropriately with problems. Parents may be at the point of threatening to leave the teen at the agency due to unruly behavior.

The service duration is ninety (90) consecutive days starting from the date of initial contact with the family and a maximum of forty (40) service hours. Provider Agency workers must be available to provide five (5) hours of face-to-face contact during the first week of involvement. Total time per family will vary, however, service intensity is often greatest during the first week.

The goals of the service are to de-escalate the crisis in the family, increase the conflict resolution and problem -solving skills of all family members, confront and reduce the violence in the family and facilitate more effective utilization of community resources by the family in order to keep the family intact.

4. Reunification Services: These are typically "Non- Emergency" designated referrals. Reunification services are targeted to families who are in the process of having children re-integrated into the family after an out-of-home placement. These services are targeted to families who are in need of help to safely and smoothly re-integrate the child(ren) to the home, but require additional support due to the child's age and/or behavior, parent's behavior and/or emotional health, length of the child's out of home placement, or custodian's unfamiliarity with the child's needs and how to meet those needs.

The service duration is one hundred twenty (120) consecutive days starting from the date of initial contact with the family and a maximum of fifty (50) service hours. Provider Agency workers must be available to provide five (5) hours of face-to-face contact during the first week of involvement. Total time per family will vary, however, service intensity is often greatest after the child(ren) have returned home.

The goals of the service are to safely re-integrate the child(ren) back into the home as well as maintaining the reunified family, facilitation of increased parenting skills to help parents apply the knowledge they have received, and

facilitate more effective utilization of community resources by the parent in order to keep the family intact.

5. **Resource Family Support:** May be designated "Emergency" or "Non-Emergency" referrals. Resource families are in need of supportive assistance in dealing with children in their care who are demonstrating behaviors which they are unable to adequately address. This service is to resolve issues jeopardizing the child's placement to prevent removal and maintain the child intact in the foster family setting. This service is also for those families needing support with the integration of an adoptive child into the family.

The service duration is ninety (90) consecutive days starting from the date of initial contact with the family and a maximum of thirty (30) service hours. Provider Agency workers must be available to provide five (5) hours of face-to-face contact during the first week of involvement. Total time per family will vary; however, service intensity is often greatest during the first week.

The goals of the service are to provide immediate intervention to reduce the risk of a child's removal from placement, assist the family in development of problem-solving and coping skills, to facilitate more effective utilization of community resources by the caregiver in order to keep the placement intact.

#### C. Deliverables - Program Requirements

1. **Work Schedule:** In order to meet the needs of the children and families in need of service, "Family Focus staff" (those employed by the Provider) are expected to work a flexible schedule. In the event of an emergency during the life of an open case with the Provider, Family Focus staff is required to provide face-to-face contact with the family. Programs shall have a 24 hour/day, 7-day/week on-call system.

2. Family Focus staff will make contact with assigned CCDCFS worker of records (WOR) prior to initial family contact. A copy of the CCDCFS Case Plan will be requested from the CCDCFS SW and a combined CCDCFS-Family Focus SW initial home visit is to be scheduled.

3. Family Focus staff will make face-to-face contact within twenty-four (24) hours for "emergency" cases. Face-to-face contact for all other types of referrals (non-emergency cases) can be made within three (3) working days from the point of CCDCFS referral. The CCDCFS' SSU Coordinator will alert providers of "emergency cases" at the point of service referral.

4. **"Emergency" designated cases only:** If face-to-face contact with family is unsuccessful (due to address change, not home, unresponsive) after three (3) contact attempts (one (1) of these contacts must include a cold call/physical visit to the home) within forty-eight (48) hours, CCDCFS Supportive Services Unit



"SSU" staff (SSU Coordinator and SSU Supervisor) and the WOR are to be notified by email and the case is to be terminated. The email should include a CCDCFS Termination of Services form and a summary of attempts made to engage family for services.

5. **"Non-Emergency" designated cases only:** If face-to-face contact with family is unsuccessful (due to address change, not home, unresponsive) after five (5) contact attempts (two (2) of these attempts must include cold calls/physical visits to the home) within the first five (5) business days, CCDCFS SSU staff (SSU Coordinator and SSU Supervisor) and the WOR are to be notified by email and the case is to be terminated. The email should include a CCDCFS Termination of Services form and a summary of attempts made to engage family for services.

6. Family Focus staff will identify, refer and coordinate service delivery for families (including, but not limited to, those services documented in the CCDCFS "Case Plan") within their community prior to the mid-point of the case and these services must be independent of the provider. These efforts should be coordinated with the CCDCFS WOR and the family team.

7. Family Focus staff will teach families problem-solving techniques. These techniques should be documented in Provider's client file and align with case plan and goals of Family Focused intervention.

8. Family Focus staff will attend all staffings, Semi-Annual reviews, family team meetings and court hearings to provide information regarding progress of parents.

9. Prevention Retention and Contingency (PRC) reports as required by CCDCFS on all cases served are to be reported monthly (by Provider e-mail to Julia Sims at CCDCFS or by fax at (216) 432-5037).

10. Initial Treatment/Service Plan: This plan is to be provided to CCDCFS Supportive Services Unit and WOR within fourteen (14) calendar days/two (2) weeks of initial face-to-face contact.

11. Midpoint Treatment/Service Plan: This plan is to be provided to CCDCFS Supportive Services Unit and WOR within six (6) weeks of initial face-to-face contact.

12. **Closing Summary:** The Closing Summary document is to be provided to CCDCFS Supportive Services Unit and WOR within fourteen (14) calendar days/two (2) weeks of the final meeting day with the family. This Closing Summary should identify accomplished goals or reasons why the goals were not accomplished as well as community based services (and their identifying information) that have been put in place. The Closing Summary must contain

recommendations to assist the family after services have terminated. The Closing Summary will also identify behaviorally observable changes, if any, made by the family members as a result of the intervention and to link those changes to increased safety/well-being of the children. If behaviorally observable changes are not observed, then the Closing Summary is to document the status of the family, safety/well-being concerns and any other recommendations.

13. Consumer Evaluation: Family Focus service provider(s) are to include end-point consumer evaluations, where the parent, guardian or caregiver, as well as the CCDCFS WOR, can provide feedback on the services provided. CCDCFS may, in its discretion, require the Provider(s) to utilize a standard evaluation methodology and form(s).

14. EXTENSION REQUESTS: Providers may request an extension by submitting a Child and Family Focus Extension Request Form to the Supportive Services Unit. CCDCFS reserves the right to request additional information or justification from the Provider. Upon receipt of all information, the Supportive Services Unit will notify the Provider within three (3) business days of the agency's decision. If the extension is denied, the Provider will have the option to appeal that decision by contacting the Senior Manager of the Supportive Services Unit.

#### D. Program Measures

The provider will be evaluated and expected to track the following on a quarterly basis (outcomes provided to CCDCFS by the 15th of the following month at the close of each quarter on CCDCFS tracking form to be provided):

1. 80% of families to which the provider initiates services with the referred client population (engagement rate), will participate in services.
2. 80% of families engaged in treatment by the provider will complete all services (retention rate).
3. 75% of families completing services will have reduced risk for child abuse/ neglect, as measured by Comprehensive Assessment and Planning Model Interim Solution (CAPMIS), the risk assessment tool in use by CCDCFS, evidenced by change in CAPMIS score, at beginning and conclusion of services, as applicable.
4. 75% of families at risk for child abuse/ neglect, which complete services, will be able to be maintained in their own homes following the Provider's services.
5. 75% of families referred to the Provider's services for which reunification was the identified referral category will achieve reunification. The reunification efforts will support the Children and Family Services Review (CFSR) Process measure (C1-3 Entry cohort reunification in less than 12 months) and will also decrease the length of out-of-home placements.

E. Rates

The rate, per service unit, will be \$116.50.

**6. CCDCFS POLICY STATEMENTS**

- A. Provider agrees to follow CCDCFS policy statements now in effect and as may be issued during the term of this contract. CCDCFS policies are to be shared in written form with the Provider.
- B. Training will be provided on new/amended policies based on mutual agreement of need by CCDCFS and the Provider others directly related to provision of the service.

**7. FISCAL RULES**

Provider agrees to follow generally accepted accounting principles. This may include complying with the requirements of Ohio Administrative Code Section 5101:2-47-23.1 and other Ohio Administrative Code Sections relating to fiscal accountability procedures. As may be applicable, Provider agrees to follow the fiscal accountability rules and CCDCFS interpretations now in effect and which may be issued during the life of this contract.

**8. CREDITS AND THIRD PARTY PAYMENTS**

- A. All services which may be lawfully eligible for reimbursement from programs, such as Medicaid or an insurance policy, must be billed to Medicaid or the insurance policy. Payment from Medicaid or a policy of insurance constitutes payment in full for such services and CCDCFS may not be additionally invoiced for such services.
- B. If Medicaid or private insurance requests for reimbursement are denied, for reasons which are not the result of an omission or fault of the provider of services, then the services may be billed to CCDCFS at the lesser of the rate of reimbursement established by the Medicaid program or rate agreed to by CCDCFS.
- C. Services which have an associated reimbursement rate established by the Medicaid program, but for which services cannot lawfully be billed to the Medicaid program or an insurance policy, including, but not limited to, individual counseling, mental health assessment and Community Psychiatric Supportive Treatment "CPST", may only be invoiced to CCDCFS at the lesser of the rate of reimbursement established by the Medicaid program or rate agreed to by CCDCFS.

- D. The provider of services will establish and maintain documentation in conformity with usual and customary Medicaid record keeping standards, regardless of whether or not the client is eligible for Medicaid. The Program Director and Quality Improvement staff, or persons selected by the service provider, will ensure that hours of service are properly documented and recorded in the case records and accurately conveyed to the provider of services' Fiscal Department. Medicaid billings for Child and Family Focus Services will be separately tracked for each eligible family. All invoicing will be done in accordance with standard accounting practice as well as any special requirements of CCDCFS. Financial records will be audited and these audit reports, as well as all fiscal records related to the program, will be available to CCDCFS upon request.
- E. For any service billed for CCDCFS children, during the term of this Agreement, the Provider shall maintain sufficient documentation to permit CCDCFS determine that there is no duplicative billing directly by the Provider.
- F. To assist the Provider, CCDCFS will apply for a Medicaid number, as may be required to secure a source of payment for services, such as medical, dental or mental health, which may be, or should be, covered by other third parties, as soon as practical. Services eligible for payment from alternative sources, such as, but not limited to, the third party payors, such as the Medicaid program or any other ADAMHS program, may not be billed to CCDCFS without prior authorization from the Administrator or her designee.
- G. To obtain a Medicaid number or other information required to bill an alternative source for services provided to the child(ren), the Provider must take the actions herein described. First, the Provider must contact the various telephone services available, such as the CCDCFS Medicaid Hotline (216-432-3389) or the ODJFS. If the situation cannot be resolved, then the Provider must take the following actions. The failure to take the action described herein results in the waiver of claims for payment of these services from CCDCFS. The Provider is responsible for notifying CCDCFS, within ninety (90) days from the date of placement, that the Provider does not possess the Medicaid number or any other information required to seek reimbursement from other programs which could pay for services provided beyond those contemplated within the per diem.
- H. The notification must be in writing and include as much of the following information, as possible: the child's name, including all names the child may have known by (to the extent known by the Provider), date of placement, social security number, date of birth, person number and date of service. The notification must be sent by facsimile transmission to

CCDCFS's Business Services Manager (216) 432-3386. CCDCFS may require a specific form be used for these purposes. The notice must be received by facsimile transmission within the 90 day period referenced above. A Provider who fails to notify CCDCFS within the prescribed time period or within the time frames listed in this paragraph will be deemed to have waived any and all claims for payments for such otherwise reimbursable costs from CCDCFS. Upon receipt, CCDCFS will review the information and seek to assist in resolving the Medicaid number or other such issue. The Provider shall, after receiving information from CCDCFS, file the claim within 5 business days of receipt of the information from CCDCFS, or within the applicable time period, whichever time period is greater.

- I. In all cases, the Provider shall seek reimbursement (whether an initial or subsequent request) from a third party payor within the applicable time period. The provider shall file a claim within the applicable time period for all services for which payment may be had from alternative sources with the information it has in its possession. The Provider shall resubmit the claim, within the applicable time period as may be required. The failure to file an initial or resubmitted claim within the applicable time period is a waiver of any claim for reimbursement from CCDCFS.
- J. The CCDCFS shall retain the right to recoup funds upon the final determination that third party funds are duplicates (in the aggregate) of the CCDCFS payment(s) to the Provider or in the event of failure by the Provider to properly credit any and all such third party payments. Such recoupment action may include the withholding from subsequent reimbursement an amount equal to any uncredited or duplicate third party payments.

## **9. INVOICING INSTRUCTIONS:**

- A. Invoice: The PROVIDER shall, within fifteen (15) working days following the last day of each calendar month, submit an invoice to CCDCFS covering purchased services rendered during such month. If invoices are not submitted by the 90th day, CCDCFS shall not be obligated to pay for services rendered. The PROVIDER shall include with the monthly invoice the name of the family served, referral begin date, dates and types of services rendered.
- B. Providers must state that invoices are true, correct and accurate, to the best of their knowledge. Invoices should be forward to:

Division of Children and Family Services  
Attention: Raymond James  
3955 Euclid Avenue – Room 133-W  
Cleveland, Ohio 44115

- C. **Payment:** The CCDCFS shall review such invoice for completeness and request any additional necessary changes before making payment. CCDCFS shall process in full all invoices covering purchased services rendered and such invoice(s) shall be subject to audit and adjustment by CCDCFS before and after such payment is made.

## **10. CLOSURE OF THE CONTRACT BILLING PERIODS**

### **A. CLOSURE OF CONTRACT**

CCDCFS must have a date certain to receive all billing statements for the contract period listed in "Contract Period" section of this contract.

Each year of this contract is deemed a separate, distinct contract period and as such, CCDCFS will designate a specific date and time for the receipt of all billing invoices for the contract period listed in "Contract Period" section of this contract.

CCDCFS will not accept or process any initial invoices for the "Contract Period" identified in this contract received after 4:30 pm thirty (30) calendar days following the end of the "Contract Period."

Billing invoices received prior to the expiration of the applicable time period will be processed per the contract guidelines. As long as the initial invoice is received prior to the expiration of the applicable time period, the invoice will be deemed timely and processed accordingly. If payment is denied or partially paid based on the initial invoice, the Provider is expected to follow CCDCFS fiscal follow-up procedures and the parties will continue to discuss disputed payment issues and if needed, invoke the grievance process to resolve such issues.

Invoices submitted after the thirtieth (30<sup>th</sup>) calendar day shall be deemed untimely and shall not be paid by CCDCFS. CCDCFS will reject and not consider such late invoices for payment.

### **B. MONTHLY INVOICING**

#### **1. Invoicing for Referrals for the Current Contract Period**

Invoices must be submitted on a monthly basis and no later than the 15<sup>th</sup> day (or next business day) of the following month for the preceding month. All children/families receiving services during a given month must be included on the monthly invoice and for all services received that month. Any child/service missed in the prior month, shall be invoiced separately as an Addendum to the initial invoice.

#### **2. Invoicing for Referrals from the Prior Contract Period**

The following will apply when an invoice involves a referral from a prior contract period. Children/families referred the prior contract period must be invoiced separately from the current contract invoices. All invoices for

children/families referred in the prior contract period must be invoiced within ninety (90) days of completion of services (unless required at an earlier date due to the conclusion of the contract period). Any child/service missed in the prior month, shall be invoiced separately as an Addendum to the initial invoice.

## **11. ADDITIONAL PROGRAMMATIC REQUIREMENTS**

### **A. LICENSING**

#### **1. STAFF**

All staff employed by Provider that furnishes services pursuant to this Contract shall be properly licensed, certified or accredited as required by the Ohio Administrative Code or other applicable federal, state or local regulations.

### **B. LICENSING VIOLATIONS**

The Provider agrees to advise CCDCFs of any deficiency cited by the Provider's licensing authority which constitutes noncompliance with a licensing requirement.

### **C. CONFIDENTIALITY**

The Provider shall protect from unauthorized disclosure all confidential information in its possession relating to children/families receiving services pursuant to this Contract. The Provider shall not use any such information for any purpose other than carrying out Provider's obligations under this Contract (e.g., medical care, schools, etc.) Provider agrees that the use or disclosure by any party, or its partners, subcontractors, employees, volunteers or agents of any information concerning children and family members served under this Contract, for any purpose not directly related to the performance of Provider's responsibilities under this Contract is strictly prohibited, except upon the specific written consent of the parent, guardian or person authorized to give consent.

### **D. BACKGROUND REVIEWS**

The Provider agrees to comply with Ohio Revised Code 2151.86, or similarly applicable statute or rule, and agrees that it will not hire or continue to employ under its administrative control, any individual who has been convicted of the offenses as described in applicable statute or rule.

## **12. EVALUATION/CONTRACT MONITORING**

CCDCFs shall conduct an evaluation and/or contract monitoring of the parties performance of this Contract pursuant to service performance evaluation standards and procedures that are established by CCDCFs.

### **13. RECORDS RETENTION REQUIREMENTS**

A. Provider agrees that it will follow the record retention requirements in Ohio Administrative Code 5101:2-47-23.1(B)(7).

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Contract will be retained and made available by the Provider for inspection and audit by the Agency 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), and the United States Department of Health and Human Services for a minimum of three years after reimbursement for services rendered under this Contract.

2. 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 three years have expired, whichever is later.

B. Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of CCDCFS Administrator.

C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting and auditing principles.

D. Provider agrees that each financial transaction shall 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.

### **14. 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.

### **15. AUDIT**

A. Provider agrees to conduct an audit by a qualified professional annually and make available to CCDCFS a copy of the independent audit it receives.



- B. Provider agrees to refund to CCDCFS any overpayments identified by the audit.

## **16. CIVIL RIGHTS & COMPLIANCE WITH LAWS**

Provider certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulation including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the American with Disabilities Act, the Age Discrimination Act of 1975, as amended, the Inter-Ethnic Act, Multi-Ethnic Placement Act (MEPA), the Adoption and Safe Families Act and any laws of the United States or State of Ohio which are applicable. All services and programs will be provided on a nondiscriminatory basis as required by federal, state and local civil rights laws, and the policies and procedures of ODJFS and the county.

This includes any and all federal and state regulations and rules, including but not limited to compliance with rules adopted during the time period of this contract. If the federal or state governments promulgate rules, amendments, of any kind or type, the parties agree that they will act, and the contract must be construed, as requiring acts in compliance with all laws and regulations. During the performance of this Contract, Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, handicap, political belief or place of birth. Provider will take affirmative action to ensure that all employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, age handicap, political belief or place of birth. Such action shall include, but is not limited to, employment upgrading, demotion or transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Multi-Ethnic Placement Act (MEPA), 42 U.S.C. 1996b prohibits the consideration of race, color or national origin in placement decisions, except under narrow circumstances. The Provider agrees that it will document decision making in written form to show the considerations used. The Provider will notify CCDCFS immediately if the Provider deems it proper, under MEPA or state law, to consider race, color or national origin. The Provider agrees that placement will not occur, in those matters where the Provider has chosen to consider race, color or national origin, until it contacts CCDCFS and completes all requirements of federal and state law.

Provider agrees not to establish or knowingly permit any such practice(s) of discrimination or segregation in reference to anything relating to this Contract, or in reference to any network members or subcontractors of Provider. That the provider will cooperate with federal, state, and/or local governmental officials assigned to investigate allegations of violations of law. This may include the

United States Department of Health and Human Services and the ODJFS Bureau of Civil Rights.

Provider agrees to comply with applicable laws, regulations, directives or codes, issued by the United States government or agency, as well as the State of Ohio or state agency, as required per 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.

#### **CONFLICT OF INTEREST POLICY**

The Provider agrees to follow all ethics laws and follow the conflict of interest policy of Cuyahoga County, Ohio and will provide Cuyahoga County's conflict of interest policy to its employees.

The Provider agrees that it will 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 serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-26.1(G) of the Ohio Administrative Code as it relates to this provision.

#### **17. INDEMNIFICATION**

Provider agrees to indemnify and save harmless the County and its agents or employees against all liability, claims, demands, losses, damages and costs arising from any act or omission by, or negligence of Provider, its officers, agents, or employees of either while engaged in the performance of this Contract.

#### **18. 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 CCDCFS 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 CCDCFS 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 CCDCFS and to the Provider.
- E. Within five working days after receipt of the notice of the continuing dispute, the appropriate CCDCFS 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 CCDCFS and the Provider shall attempt to mediate the dispute.
- G. If they are unable to mediate the dispute, the Administrator of CCDCFS will make the determination, which will be non-binding.
- H. 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.

## **19. 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.

**20. NON- ASSIGNMENT**

Provider shall not assign or transfer any interest in this Contract without the express written permission of the CCDCFS and may subcontract for services only as expressly provided for in this Contract. The provisions of this section do not extend to contracts entered into between Provider and foster parents.

Any subcontract for services entered into by Provider with the approval of CCDCFS shall be in writing and shall specifically require any subcontractor to comply with the terms of this Contract. CCDCFS 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.

**21. 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.

**22. 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 only exception is the "Maximum Dollar Amount" which may be adjusted unilaterally per Section 2 entitled "Contract Period." 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.

**23. TERMINATION**

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

24. COMPLETION OF FORMS

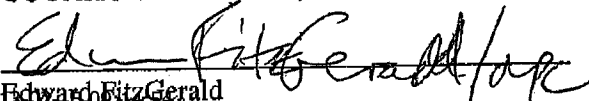
The provider agrees to complete forms required by the federal, state or county governments.

25. 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 which is effective as of the 1<sup>st</sup> day of February 2013.

CUYAHOGA COUNTY, OHIO

  
20 Edward FitzGerald \_\_\_\_\_ Date  
County Executive

PROVIDER:

By  \_\_\_\_\_ 1-15-13  
(Authorized Signature) \_\_\_\_\_ Date  
MATTHEW DEE  
EXECUTIVE DIR.  
CATHOLIC CHARITIES CORP.