

**C O N T R A C T
BY AND BETWEEN
CUYAHOGA COUNTY
AND
THE EDUCATIONAL SERVICE CENTER OF CUYAHOGA
COUNTY**

THIS Contract made and entered into this _____ day of _____, 2013 by and between The County of Cuyahoga, Ohio (the "County"), on behalf of the Office of Early Childhood ("OEC") and the **EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY** ("ESC"), a county agency, located at 5811 Canal Road, Valley View, Ohio 44125 on behalf of Help Me Grow of Cuyahoga County ("HMG") for the Early Childhood Mental Health Central Coordinator.

WHEREAS, the County has determined that it requires the services indicated below for the Office of Early Childhood; and finds it necessary to enter in to a contract with the **ESC** for the amount not to exceed **\$15,293.19**; and

WHEREAS, OEC is Cuyahoga County's public/private partnership that aims to create a comprehensive system of care for children prenatal through six, through the goals of effective parents and families; safe and healthy children; preparing children for school; and a community committed to early childhood for the Invest in Children Program, and OEC desires the services of the ESC to serve as the fiscal agency for the Early Childhood Mental Health Coordinator; and

WHEREAS, the OEC desires the hiring of a central coordinator for the ECMH program in order to better coordinate referrals from the community, parents, service providers and others; and

WHEREAS, Subject to the terms and conditions set forth in this contract, this contract shall extend from January 22, 2013 **through December 31, 2013**, unless terminated in accordance with procedures enumerated in **Section XXI** below, "**CONTRACT TERMINATION**".

NOW, THEREFORE, all parties agree as follows:

I. SCOPE OF SERVICE:

Under the terms of this Agreement and the County's laws, the ESC will provide the following:

A. GENERAL

- a. Serve as the administrative agent for Early Childhood Mental Health Coordinator. In this capacity, ESC shall receive, disburse and monitor funds and provide administrative services for an amount specified by OEC for expenses associated with the Early Childhood Mental Health Coordinator services in accordance with state, federal, local law and directives, policies and practices of ESC, and OEC.

- b. The ESC will hire the ECMH central coordinator with funds allocated for this purpose. (See attached Job Description).
- c. The ESC will work with the partners identified in the ECMH Memorandum of Understanding (MOU) to ensure appropriate funding is in place for the ECMH Coordinator.
- d. The ESC will provide general oversight to the ECMH central coordinator position as needed. (See MOU for ECMH Coordinator)
- e. The ESC will work with Cuyahoga County Division of Children and Family Services in the supervision of the ECMH Coordinator.

B. EVALUATION

- a. Participate in OEC's evaluation of the Invest in Children program as jointly agreed upon in the OEC evaluation plan.
- b. Assist in developing evaluation questions related to OEC strategies and in providing constructive feedback on evaluation design and methodology specifically related to the ECMH Coordinator.
- c. Execute and/or maintain a current data sharing agreement with OEC's evaluator, Case Western Reserve University (CWRU). Provide timely data submissions to CWRU.

II. TERMS SERVICE

- A. This contract is effective **January 22, 2013 through December 31, 2013** for the Early Childhood Mental Health Coordinator.

III. CONTRACT VALUE

- A. The total value of this contract shall not exceed **\$15,293.19**.

IV. FUNDING AVAILABILITY

- A. Payments for all services provided in accordance with provisions of this contract are contingent upon the availability of public and private funds designated for the Early Childhood Mental Health Coordinator.

V. INVOICING REQUIREMENTS

- A. To facilitate payment of actual costs and charges associated with the Early Childhood Mental Health Coordinator, ESC shall prepare and submit monthly invoices on or before the 15th of each month along with an itemization of actual expenditures. Expenses invoiced monthly shall include the fiscal agent fee and administrative costs associated with the Early Childhood Mental Health Coordinator.
- B. ESC must prepare and submit monthly invoices in a manner that separately shows all billable expenses. The total amount billed is also limited to the maximum amount allocated by funding source as stipulated in Article III. (A).

VI. DUPLICATE BILLING

- A. ESC warrants that all expenses submitted to OEC for the Early Childhood Mental Health Coordinator shall be for actual services rendered and are not duplicate claims made by the ESC to any other governmental entity, municipality, for profit or not for

profit organization for the same services. Therefore, the ESC warrants that any cost incurred pursuant to this contract will not be allowable or included as a cost of any other financed program.

VII. TERMS OF PAYMENT

- A. OEC shall review invoices received from ESC for completeness and accuracy prior to payment.
- B. If OEC identifies or becomes aware of a discrepancy, potential issue or other concern with an invoice, OEC will notify the ESC of the issue in writing within thirty (30) days or receipt of the invoice in question.
- C. OEC shall process invoices received for payment within 30 calendar days. All invoices shall be mailed to:

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

- D. OEC reserves the right to audit and monitor the manner in which the terms and conditions of this contract are being carried out and evaluate through performance audits, the extent to which, the goals and objectives of all contract deliverables are being achieved. Compliance, financial and operational reviews may be performed by OEC and/or upon request by the County or the tandem with another state/federal agency in the event of adverse information pertaining to the operation of ESC. Additional audits or operational reviews may be warranted in the event of outstanding audit exceptions and performance issues due to non-compliance of the terms and conditions of this contract.
- E. OEC reserves the right to withhold payment from ESC in the event invoices for services rendered are not submitted for payment in a timely manner based on the following conditions:
 - a) Invoices submitted 60 days or more after the end of the service month during the contract period
 - b) Invoices submitted 60 days or more after the expiration of the contract
 - c) Invoices submitted in excess of 60 days after the end of the state fiscal period for which OEC may not be able to claim or receive state/federal reimbursement for services rendered by ESC.

VIII. SAFEGUARDING CLIENT INFORMATION

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

IX. SUBCONTRACTING

- A. When deemed necessary to deliver the quantity and quality of services as specified in this contract and/or the Client's Service Plan, ESC may need to subcontract

appropriate services. All such subcontracted services shall be in the same form as stipulated in this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracted services shall in any case release the ESC of its liability under this contract.

- B. ESC is responsible for making direct payment to its subcontractors for such service(s) rendered as part of this agreement. OEC will not be required to make direct payment(s) to nor held liable for any payment not made by the ESC to its subcontractor(s) for services provided under the auspices of this contract.

X. INDEPENDENT CONTRACTOR

- A. ESC, its employees, agents and subcontractors will act in accordance with the terms of this contract in an independent capacity and not as officers, employees, agents or subcontractors of OEC, and the County.

XI. MAINTAINING PROPER FINANCIAL RECORDS

- A. ESC shall maintain accurate and independent books, records, receipts, vendor invoices, payroll documents, and other accounting transactions in good order, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable time for inspection, review, or audit by duly authorized federal, state, local governments including OEC. Such records shall also be subject to inspection by the individual or entity selected to perform the audit.

XII. RECORDS RETENTION

- A. ESC shall maintain accurate and independent books, records, receipts, vendor invoices, payroll documents, and other accounting transactions in good order, which sufficiently and properly reflect all direct costs expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal or local government agencies including OEC.
- B. ESC shall maintain and preserve all other documentation used in the administration of each program including client case files and other records to support and substantiate services provided and billed to OEC.
- C. All records including financial records, must remain in ESC's possession for a period of three (3) years after the termination date of this contract and/or it will assure the maintenance of and availability of such record for a like period of time if in the possession of a second or third party unless otherwise agreed to by OEC.
- D. If any litigation, claims, negotiations, audits, or other actions involving records have been started before the expiration of the three (3) year period, ESC shall retain records until completion of this action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

XIII. ANNUAL FINACIAL AUDIT REQUIREMENT

- A. ESC agrees to procure the services of an independent Certified Public Account (CPA) individual or firm to conduct a compliance and financial audit in compliance with Federal OMB Circular A-133 if expenses exceed \$500,000.00 and shall be in compliance with the Government Auditing Standards and Statement on Auditing No.

74 if expenses are under \$500,000.00.

- B. ESC further agrees to submit annually, a copy of its audited financial statement as prepared by an independent CPA at the close of each fiscal year period. A complete copy of the audited financial statement must be submitted to OEC within thirty (30) days after receipt to:

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

XIV. COMPLY WITH AUDIT REQUEST

- A. ESC agrees to, if required by OEC, the County, or any appropriate state or federal agency or duly appointed agent that directly relates to the provisions of this contract on the basis of evidence of misuse of improper accounting of funds or substantial errors in determination of eligibility for which ESC is responsible, to comply with or conduct an independent audit of expenditures or determinations of eligibility or both and to provide copies of the audit to the County or its duly appointed agent.
- B. ESC shall submit to OEC a copy of the final report no later than thirty (30) days after receipt of the final report.
- C. ESC shall perform and/or submit copies of any other audit or quality assurance reports as requested by OEC during this contract period.

XV. RESPONSIBILITY FOR AUDIT EXCEPTIONS

- A. ESC agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) noted during a compliance or financial audit performed by OEC or any appropriate state or federal agency or duly appointed agent that directly relates to the provisions of this contract and whereas services were billed and payment made by OEC. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions as described but not limited to the following:
 - a. Services invoiced and payment received on behalf of individuals and families who are determined ineligible for services rendered that were not in accordance with policies and procedures established by this contract.
 - b. Services billed and payment made by OEC for services not covered by the contract.
 - c. Duplicate billings, over billings, erroneous billings, and deceptive claims or falsification. As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.

XVI. GRIEVANCE PROCEDURES

- A. ESC will notify OEC in writing of all grievances and requests for a public hearing initiated by participants of Bright Beginnings Program Services, which involve services provided through this contract. ESC shall submit pertinent facts or resolution of grievances/public hearings to OEC within 30 calendar days. The notification should

be sent to:

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

XVII. LIABILITY INSURANCE

- A. ESC agrees to contract for such insurance is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable and unforeseeable torts, which would cause injury or death.

XVIII. PUBLICITY

- A. **PROVIDER** agrees that in any publicity release or other public reference including media releases, information pamphlets, etc., relative to the Early Childhood Mental Health Program provided under this agreement, that each release shall clearly state the following:

“The Early Childhood Mental Health Program is provided under the umbrella of Invest in Children, the Cuyahoga County’s public private partnership serving young children and families”.

PROVIDER is also responsible for providing a copy of each publicity release to **COUNTY** at the time of the release.

XIX. CONTRACT MODIFICATION

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

XX. CONTRACT AMENDMENT

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

XXI. CONTRACT TERMINATION

- A. With at least a thirty (30) calendar day written notice to the other parties, either party may terminate this agreement if the other party does not meet the terms and conditions specified in this contract. OEC and ESC shall agree on a reasonable phase out of the program as a condition of the termination. Contractual obligations of all parties shall cease within thirty (30) calendar days after the notice of termination, except that OEC shall reimburse ESC for services rendered prior to the final date of termination. OEC reserves the rights to terminate this agreement, for any reason as a result of ESC’s failure to perform all contract deliverables as specified in this agreement. Under no circumstances shall OEC be responsible for or subject to any type of penalty or interest payment due to cancellation of this contract.

XXII. VIOLATION OR BREACH OF CONTRACT

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

XXIII. SEVERABILITY

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

XXIV. CONFIDENTIALITY

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

XXV. NON-DISCRIMINATION

- A. ESC and OEC agree that as a condition of this contract, there shall be no discriminatory acts against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII or the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans With Disabilities Act of 1992 as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.
- B. It is further agreed that ESC will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons receiving services under this contract.
- C. If ESC or its agents or subcontractors is found to be out of compliance with any aspects of this provision, it may be subject to investigation by OEC, the County or its duly appointed agent and subject to termination of this contract.

XXVI. GOVERNING LAW

- A. This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio including the Ohio Revised Code (ORC).

XXVII. APPLICABLE REQUIREMENTS

- A. Applicable requirements includes all of the following to the extent that any of these requirements govern the conduct of the parties to this contract:
 - a. Applicable law,
 - b. Educational Service Center of Cuyahoga County policies and practices,
 - c. Directives of Ohio Department of Health,
 - d. Directives of the Ohio Department of Job and Family Services,
 - e. Directives from Cuyahoga County,
 - f. Directives from the Administrative staff of Help Me Grow,

- g. Directives from the Office of Early Childhood,
- h. Directives from the Family & Children First Council.

XXVIII. APPLICABLE LAW

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

XXIX. CAPTIONS

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

XXX. NOTICES

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

TO: EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY

5811 West Canal Road
Valley View, Ohio 44125

TO: HELP ME GROW OF CUYAHOGA COUNTY

8111 Quincy Avenue, Suite 344
Cleveland, Ohio 44104

TO: OFFICE OF EARLY CHILDHOOD

310 West Lakeside Avenue, Suite 565
Cleveland, Ohio 44113

XXXII. ELECTRONIC SIGNATURES

By entering into this Contract I agree 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 electronics 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. I also agree 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 THEREOF, Cuyahoga County for the Office of Early Childhood, the Educational Service Center of Cuyahoga County and Help Me Grow of Cuyahoga County have entered into this contract as of the day and year first written above.

EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY

By: Robert Mengerink 2/1/13
Dr. Robert Mengerink, Superintendent/Date

CUYAHOGA COUNTY, OHIO
Edward FitzGerald, County Executive

By: Ed FitzGerald/apc
2013-03-11 09:07:24
Edward FitzGerald, County Executive