

C O N T R A C T
BY AND BETWEEN
CUYAHOGA COUNTY
AND
THE LITERACY COOPERATIVE OF GREATER CLEVELAND

THIS CONTRACT 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 Literacy Cooperative of Greater Cleveland ("PROVIDER")**, an Ohio nonprofit corporation, with principal office located at 1422 Euclid Avenue suite 1510, Cleveland, Ohio 44115.

WHEREAS, the **COUNTY** has determined that it requires the services indicated below for the **OEC**; and finds it necessary to enter in to a contract with the **PROVIDER** for the amount not to exceed **\$300,000.00**.

WHEREAS, the **OEC** is Cuyahoga County's public/private partnership that aims to create a comprehensive system of care for children prenatal to Kindergarten through the goals of effective parents and families; safe and healthy children; preparing children for school and a community committed to children;

WHEREAS, the **OEC** desires the services of the **PROVIDER** to replicate the Supporting Partnerships to Assure Ready Kids (SPARK) program in a number of school districts in Cuyahoga County, within the framework of the SPARK Ohio program goals and SPARK Guiding Principles and consistent with SPARK Ohio Definitions for Replication Work; and

WHEREAS, the SPARK Program is a home based early learning and literacy program that has been shown to significantly increase children's preparedness for schools; and

WHEREAS, the **PROVIDER's** work has been shaped by three priority areas:

1. Defining and strengthening pathways to post secondary education and careers;
2. Improving early literacy outcomes (birth – age 4); and
3. Enabling and supporting high quality interconnected and outcomes –oriented service delivery.

WHEREAS, Subject to the terms and conditions set forth in this contract, this contract shall extend from **September 1, 2013 through August 31, 2014**, unless terminated in accordance with procedures enumerated in **Section VII** below, "**CONTRACT TERMINATION**".

NOW, THEREFORE, all parties agree as follows:

I. SCOPE OF SERVICE:

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

A. PROGRAM ADMINISTRATION

1. Oversee implementation of Supporting Partnerships to Assure Ready Kids (SPARK) program in the Maple Heights and Cleveland Heights/University Heights School Districts in Cuyahoga County, or other mutually agreed upon school district.

2. Implement SPARK within the Maple Heights and Cleveland Heights/University Heights School Districts, or other mutually agreed upon school districts for up to **100** three and four year olds.
3. Implement SPARK in the Cleveland Metropolitan School Districts George Washington Carver Elementary School community for **20** three and four year olds.
4. Continue to contract with a provider agency for direct implementation of SPARK.
5. Ensure that Contracted Provider hire one (1) Parent Partner Coordinator to oversee SPARK home visiting program and be responsible for administrative aspects of SPARK home visiting program
6. Ensure that Contracted Provider hire Parent Partner(s) to provide home visiting services and lessons to **120** children.
7. Ensure that the essential elements of SPARK include:
 - a. Trained parent partners who work closely with children and families;
 - b. Developmental screenings for all participants (including a review of results by a Responsive Services Team;
 - c. Follow-up assessments;
 - d. Referrals for individual therapies as needed (ex., for speech or behavioral issues);
 - e. Learning plans individualized to each child's specific learning needs
 - f. A minimum of eight (and as many as sixteen) home or group visits per family with prescribed lesson plans based on Ohio's Early Content Standards
8. Ensure that Contract Provider shall meet the following requirements and assurances:
 - a. Agency shall act as an independent and autonomous contractor
 - b. Agency shall provide documentation of background checks (standard background check as well as a criminal background check) on employees associated with SPARK
 - c. Agency shall provide, on a timely basis, the documentation specified in Sections E.2 and E.3 of his Contract.
 - d. Agency shall maintain reliable administrative, accounting and data systems.
 - e. Agency shall show proof of and maintain all insurances – general liability, professional liability, employer's liability, automobile and others as identified in **Article XX**.
 - f. Agency shall attend and participate in all required provider meetings and other mandatory sessions including training as required for SPARK.
 - g. Agency shall participate in any evaluation design as requested and conducted by SPARK, PROVIDER, COUNTY and United Way of Greater Cleveland and/or its representatives.
9. Arrange Training and Continuous Learning opportunities for Staff hired by contracted provider agency for SPARK.
10. Assure that contracted provider attend required training through Sisters of Charity Foundation of Canton.
11. Ensure fidelity to SPARK Model.
12. Create and maintain forms and a reporting system, if necessary, to document the content and duration of home visits provided by Parent Partner/s and other activities held by or in conjunction with the Parent Partner/s.
12. Utilize available resources and technical assistance opportunities to support needs identified by provider agency personnel.
13. Require contracted provider agency or agencies to ensure that Parent Partners make appropriate referrals for counseling, mental health, heal and social work services, as deemed necessary.
14. Cooperate with the identified Evaluator/s (Dr. Deric Kenne) as stipulated in the contract with United Way of Greater Cleveland, as appropriate and necessary.
15. In conjunction with COUNTY staff and others as appropriate, work to achieve following outcomes:
 - o Improve school-readiness levels among SPARK children entering kindergarten in targeted communities by decreasing the percentage of children who score in Band 1 and increasing the percentage of children who score in Bands 2 & 3 on the KRA-L.

- Empower parents to be their child's first teacher by providing them with the materials, skills and supports they need to engage their child in meaningful educational and social interactions through completion of a minimum of eight (and as many as sixteen) home or group visits with prescribed lesson plans for 16 youth.
- Demonstrate that parent partners have established a positive working relationship with the parent through an annual Parent Satisfaction Survey.
- Demonstrate that parents are making progress in becoming their child's "learning advocate," by becoming aware of important educational stimuli and approaches to educating their child, through improvement on the family's score on the Home Observation for Measurement of the Environment (H.O.M.E.) Inventory.
- Refer children for whom there is a developmental disability or delay should be referred to the school district for support services and therapies as required to improve and support school readiness. The Responsive Services Team will monitor progress for youth with development disabilities or delays. (As Defined in the SPARK Guidelines)
- Refer families to other support services as needed with monitoring and follow up by the Responsive Services Team
- Discuss with the principals of the schools included in the Targeted Communities ways in which their schools can be welcoming and responsive to children and families participating in the SPARK program. The guide for this process will be *Strong Beginnings, Smooth Transitions, Continuous Learning: A Ready School Resource Guide for Elementary School Leadership*.
- Improve school attendance rates.

B. PROGRAM MONITORING & OVERSIGHT

1. Providing general monitoring and oversight of the SPARK Program including all subcontracted providers.
2. Identify early learning and literacy training opportunities/forums, as available, and recruit provider agency to participate in these events.
3. Attend and/or convene periodic meetings and briefings with COUNTY, provider agencies and/or other stakeholders as necessary.
4. Participate, if requested, in COUNTY's evaluation of early learning and literacy services and/or other statistical reporting requirements requested by local, state and federal governments.

II. FINANCIAL AND REPORTING REQUIREMENTS:

A. INVOICING REQUIREMENTS:

1. **PROVIDER** shall invoice COUNTY on a monthly basis for payment of all allowable SPARK services outlined in Exhibit II.
2. To facilitate payment for all costs associated with the provision of the SPARK program, **PROVIDER** shall prepare and submit itemized invoices along with support documentation to COUNTY in accordance with the budget categories outlined in **Exhibit I**.

B. DUPLICATE BILLING:

1. **PROVIDER** certifies that the charges submitted for reimbursement are actual costs associated with the provision of SPARK by **PROVIDER** and these costs are not subject to, or submitted for reimbursement to any other governmental entity or organization.

2. **PROVIDER** further warrants that invoices submitted to **COUNTY** for payment shall be for services rendered to eligible individuals and these costs are not duplicate claims made by **PROVIDER** to any other government entity, municipality or organization for the same service.

C. MAINTAINING PROPER FINANCIAL RECORDS:

1. **PROVIDER** 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 **COUNTY**.
2. **PROVIDER** shall maintain and preserve all documentation used in the administration of this program including client case files and other records to substantiate services provided and/or billed to **COUNTY**.
3. All records including financial records, must remain in **PROVIDER**'s possession for a period of three (3) years after the termination date of this Contract and/or it will assure the maintenance of and availability of such records for a like period of time if in the possession of a second or third party unless otherwise agreed to by **COUNTY**.
4. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, **PROVIDER** 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.

D. FINANCIAL REPORTING REQUIREMENTS:

1. **PROVIDER** shall collect financial information and other data and prepare and maintain monthly, and annual reports relative to SPARK program provided by the **PROVIDER**.

E. DATA COLLECTION & REPORTING:

1. **PROVIDER** in conjunction with **COUNTY** staff shall develop the format for program reporting relative to the SPARK program and shall submit the program reports according to the following time frame;
 - 1st reporting period: September 1, 2013 - November 30, 2013 – reported to **COUNTY** by December 10, 2013;
 - 2nd reporting period: December 1, 2013 – February 28, 2014 reported to **COUNTY** by March 10, 2013.
 - 3rd reporting period: March 1, 2014 – May 31, 2014 reported to **COUNTY** by May 10, 2014;
 - 4th reporting period: June 1, 2014 – August 31, 2014 reported d to **COUNTY** by September 10, 2013;
2. In addition, **PROVIDER** shall report the following specific evaluation data/measurement information at such reasonable intervals as **PROVIDER** and the **COUNTY** may agree;
 - Number of children receiving SPARK home visits.
 - Number of Home Visits provided.
 - Number of Group SPARK sessions held.
 - Number of newly opened cases
 - Number of cases closed
 - Number of cases carried over from last quarter

- Number of books distributed to families
 - Number of children transitioned to Kindergarten
3. In addition to the above indicators, **PROVIDER** must report on outreach efforts, service exit reasons, trainings and professional development attended/presented, group activities, significant lessons learned, and participant satisfaction. And such other topics as **PROVIDER** and the **COUNTY** shall agree in writing. Such reports shall be in narrative form and be submitted at least quarterly.
 4. Provider representatives shall attend meetings and share updates and statistics on the **PROVIDER** work under this Contract as reasonably requested by the **COUNTY**.

RESPONSIBILITIES OF OEC

Under the terms of this Contract, COUNTY shall perform the following duties with respect to this Contract:

A. PROGRAM OVERSIGHT:

1. Provide oversight and management of the SPARK program in Cuyahoga County as **PROVIDER** may reasonably request.
2. In partnership with **PROVIDER**, develop performance measures and reporting procedures.
3. Provide requests for meetings, etc., in a timely manner.

The COUNTY shall have the right to audit and monitor at 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 the **COUNTY** and/or upon request by the **COUNTY** or in tandem with another state or federal agency in the event of adverse information pertaining to the operation of **PROVIDER**. Additional audits or operational reviews may be warranted at the in the event of outstanding audit exceptions and performance issues due to non-compliance of the terms and conditions of this Contract.

B. INVOICE PAYMENT RESPONSIBILITIES:

1. Receive and review invoices for completeness and accuracy prior to making payment to **PROVIDER** for SPARK Program. **PROVIDER** will be paid according to the budgetary line items in **Exhibit I**.
2. Process payment to **PROVIDER** within 30 calendar days upon receipt of complete invoice. All invoices should be mailed to:

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

3. Invoices shall be paid for all applicable and agreed to costs associated with this Contract. The **COUNTY** reserves the right to withhold payment from **PROVIDER** in the event invoices for services rendered or expenses incurred are not submitted for payment in a timely manner based on the following conditions:

- i. Invoices submitted 60 days or more after the end of the service month during the contract period.
- ii. Invoices submitted 60 days or more after the expiration of the contract.

III. TERMS OF SERVICE

This contract is effective from **September 1, 2013 through August 31, 2014** unless otherwise terminated or extended by a formal amendment for all applicable and agreed to costs associated with this contract.

IV. CONTRACT VALUE

The total value of this contract shall not exceed **\$300,000.00** in the aggregate for all applicable and agreed to costs associated with this Contract in accordance with **Exhibit I**. \$250,000.00 will be earmarked for the Cleveland Heights/University Heights and Maple Heights School Districts. \$50,000.00 **will be earmarked** for the Cleveland Metropolitan School District's George Washington Carver Elementary School.

V. FUNDING AVAILABILITY

Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of grant funds designated for this service. If grant funds for SPARK program are not available the county shall provide immediate notice to Provider and the County shall terminate this contract as provided in section VII.

VI. CONTRACT MODIFICATION

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

VII. CONTRACT AMENDMENT

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

VIII. CONTRACT TERMINATION

Upon at least a thirty (30) calendar-day written notice to the other parties, either party may terminate this agreement if the other party does not meet the terms and conditions specified in this contract. The **COUNTY** and **PROVIDER** shall agree on a reasonable phase out of the program as a condition of the termination. Upon expiration of thirty days after the notice of termination, the obligations of all parties under this Contract shall cease, except that the **COUNTY** shall reimburse **PROVIDER** for services rendered prior to the final date of termination.

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

IX. VIOLATION OR BREACH OF CONTRACT

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

X. SEVERABILITY

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

XI. CONFIDENTIALITY

All parties agree that it shall not use any information, systems, or records made available pursuant to the this contract for any purpose other than to fulfill the obligations in this contract. Each parties agrees 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.

XII. SAFEGUARDING CLIENT INFORMATION

PROVIDER agrees that the use of, or disclosure by any of its employees and agents of any information concerning client information for any purpose not directly related with the administration of this contract or carrying out the responsibilities of this contract is prohibited except upon the written consent of the client or his/her responsible parent or guardian and/or **COUNTY**.

XIII. COMPLIANCE WITH AUDIT REQUESTS

PROVIDER agrees that if required by the **COUNTY** or the appropriate state or federal agency or duly appointed agent that directly relates to provisions of this contract on the basis of evidence of misuse or improper accounting of funds or substantial errors in determination of eligibility for which **PROVIDER** 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.

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

PROVIDER agrees the **COUNTY** may review all programmatic records and client files including those held by the **PROVIDER** or any subcontractor related to this contract.

XIV. RESPONSIBILITY FOR AUDIT EXCEPTIONS

PROVIDER agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) noted during a compliance or financial audit performed by the **COUNTY** or any appropriate federal agency or duly appointed agent that directly relates to the provisions of this contract and whereas services were billed and payment made by **COUNTY**. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions.

XV. INDEPENDENT CONTRACTOR

PROVIDER, its employees or its agent(s) will act in accordance with the terms of this contract in an independent capacity and not as officers, employees or agents of the **COUNTY**.

XVI. SUBCONTRACTOR AUTHORITY

The **PROVIDER** may subcontract SPARK services under this contract with advance written notice to the **COUNTY** identifying the contracted provider agency or other subcontractor. By execution of this Contract the **COUNTY** confirms receipt of notice of Family Connections of Northeast Ohio f/k/a Heights Parent Center as a contracted provider agency. The **PROVIDER** must have binding

assurances that subcontractors shall follow and be bound by applicable federal and state laws, codes and regulations, **COUNTY** policies, and this Contract.

The **PROVIDER** shall notify the **OEC** no later than seven (7) working days of the execution of each subcontract or each amendment, modification, or termination; and shall provide the **COUNTY** with a copy of each subcontract, amendment, modification or termination.

XVII. SUBCONTRACTING

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

XVIII. REPORTING MATERIAL ISSUES

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

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

XIX. INDEMNIFICATION

Contractor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Contractor, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Contractor under any terms or provisions of this Contract.

Contractor acknowledges that, as an political subdivision of the State of Ohio, the County does not indemnify any person or entity. Contractor agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

XX. INSURANCE

See **EXHIBIT II**.

XXI. PUBLICITY

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

"The SPARK Program services are 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.

XXII. NON-DISCRIMINATION

All parties agree that as a condition of this Contract, there shall be no discriminatory acts against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor

as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans With Disabilities Act of 1992 as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

XXIII. GOVERNING LAW

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

XXIV. APPLICABLE LAW

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

XXV. CAPTIONS

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

XXVI. NOTICES

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

TO: THE LITERACY COOPERATIVE OF GREATER CLEVELAND
Attn: Robert Paponetti, Executive Director
1300 Euclid Avenue suite 1510
Cleveland, Ohio 44115

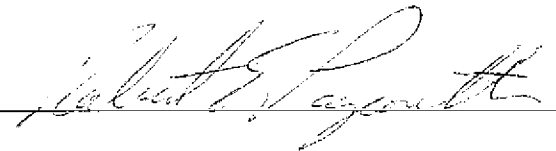
TO: OFFICE OF EARLY CHILDHOOD
Attn: Rebekah Dorman, Director
310 W. Lakeside Avenue – Suite 565
Cleveland, Ohio 44113

XXVII. ELECTRONIC SIGNATURES

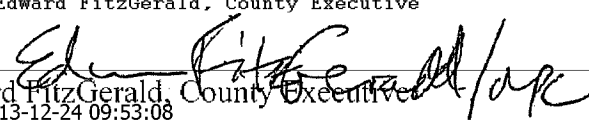
THE CONTRACTOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE CONTRACTOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS THEREOF, Cuyahoga County for the Office of Early Childhood, and the Literacy Cooperative of Greater Cleveland have caused this Contract to be executed this _____ day of _____, 2013.

THE LITERACY COOPERATIVE OF GREATER CLEVELAND

By: 

CUYAHOGA COUNTY, OHIO:

Edward FitzGerald, County Executive
By: 
Edward FitzGerald, County Executive
2013-12-24 09:53:08