

**SPECIAL NEEDS CHILD CARE PROGRAM
CONTRACT WITH
STARTING POINT**

This contract made and entered into on this ____ day of _____, 2014 by and between the County OF Cuyahoga, Ohio (the County), on behalf of the Office of Early Childhood ("OEC") and STARTING POINT, a corporation not-for-profit, with principal offices located at 4600 Euclid Avenue , Suite 500 Cleveland, Ohio 44103, (the "PROVIDER").

1. **SCOPE OF WORK/PROVIDER DELIVERABLES:** Subject to the terms and conditions set forth in this contract, and the attached EXHIBITS (Such EXHIBITS are deemed to be a part of this contract as fully as if set forth herein), the COUNTY agrees to purchase and the PROVIDER agrees to administer, manage, and ensure quality assurance of the Special Needs Child Care Program in Cuyahoga County, of the Office of Early Childhood, according to conditions set forth in EXHIBIT I.
2. **CONTRACT PERIOD AND AMOUNT:** This contract is effective for the period January 1, 2014 through December 31, 2015. The contract in the aggregate, shall not exceed \$3,967,986.00. Dollar amounts for each program, year shall be allocated as follows: \$1,983,993.00 for the period January 1, 2014 through December 31, 2014 and \$1,983,993.00 for the period January 1, 2015 through December 31, 2015. The cost for each major function of work is set forth in EXHIBIT II.
3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of public and private funds designated for this program. The PROVIDER warrants that any cost incurred pursuant to this contract will not be allowable or included as a cost of any other financed program.
4. **COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article 1 hereof, the PROVIDER will be paid according to the criteria listed in EXHIBIT II.
5. **ELIGIBILITY FOR SERVICES:** Eligibility for service(s) provided through this contract shall be determined by the PROVIDER. All services provided under the terms of this contract will be billed to the Office of Early Childhood for reimbursement.
6. **PAYMENT FOR PURCHASED SERVICES:** The PROVIDER will submit invoices on a monthly basis for actual charges and expenditures incurred the prior month

with accompanying support documentation to OEC up to the not to exceed amounts specified in Article 2. OEC will review such invoices for completeness, correctness and appropriateness of support documentation before making payment within thirty (30) calendar days after receipt of an accurate invoice. All invoices should be mailed to:

The Office of Early Childhood
Attn: Helen McCoy
310 W. Lakeside Avenue – Suite 565
Cleveland, OH 44113

7. **DUPLICATE BILLING:** The PROVIDER warrants that claims made to OEC for payment of purchased services shall be for actual services rendered to or on behalf of eligible individuals and do not duplicate claims made by the PROVIDER and do not supplant other sources of public and private grant funds for the same services.
8. **EVALUATION:** The effectiveness of the PROVIDER's services shall be measured by the achievement of the expected outcomes specified in the contract, particularly Article 1. Failure to achieve performance goals may result in the termination of this Agreement.
9. **MONITORING AND EVALUATION:** OEC and the PROVIDER will monitor the manner in which the terms of the agreement are being carried out. Objectives should be set and level of compliance monitored in order to evaluate the extent to which program objectives contained in the agreement are being achieved. The PROVIDER agrees to provide OEC with reports relative to the effective operation of the program (when applicable).
10. **SUBCONTRACT AUTHORITY:** Nothing in this document shall preclude the PROVIDER from entering into approved subcontract agreements with other agencies.
11. **SUBCONTRACTING:** All subcontracting agencies are subject to the same terms, conditions, and covenants contained herein. No such subcontracted work shall in any case release the PROVIDER of its liability under this contract.
12. **FINANCIAL RECORDS:** The PROVIDER shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state or department personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit if required by Article 25 of this contract.

13. **AVAILABILITY AND RETENTION OF RECORDS:** The PROVIDER shall maintain and preserve all records related to this agreement and the administration of the program for a period of three (3) years. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.
14. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The PROVIDER agrees to accept responsibility for receiving, replying to or complying with any audit exception by appropriate federal and state audit directly related to the provisions of the provider contract. The PROVIDER agrees to pay the COUNTY for all amounts due as a result of audit exceptions through this contract.
15. **SAFEGUARDING OF CLIENT INFORMATION:** The PROVIDER agrees that the use or disclosure by any party of any information concerning public assistance recipients for any purpose not directly related with administration of this program by OEC or the PROVIDER's responsibilities with respect to purchased services is prohibited except upon the written consent of the public assistance recipients.
16. **CIVIL RIGHTS AND HANDICAPPED:** OEC and the PROVIDER agree that as a condition of this contract, there shall not be discrimination against any participant or any other employee because of race, color, sex, religion, national origin, age, sexual preference, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. It is further agreed that the PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the rights to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights Commission and termination of this contract.
17. **INDEMNIFICATION:** The PROVIDER agrees to indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County or any and all of its officers, agents, servants or employees thereof, for or on account of any injuries or damages received or sustained by a party or parties from any act of PROVIDER, its servants or agents that arise out of the performance of the service contemplated by this contract.
18. **INSURANCE:** The PROVIDER SHALL BE INSURED OR contract for such insurance as is reasonably necessary to adequately secure the persons against reasonable foreseeable torts, which would cause injury or death.
 - i. **Mandatory Insurance Requirements**

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) Business Automobile Liability Insurance covering all owned non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;
Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

ii. Additional Insurance Coverage

Each of the following eight items may be required "in addition to" the mandatory County insurance requirements set forth above. Although these coverages may not be listed as mandatory County insurance requirements, it is at the County's discretion to mandate these coverages where deemed necessary based on the nature of the contracted services/products.

(a) Umbrella/Excess Liability Insurance with limits of liability not less than:

\$5,000,000 each occurrence

\$5,000,000 general aggregate

\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(b) All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use by Contractor.

(c) Professional Liability Insurance/Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;

\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

Insurance Coverage Terms and Conditions

i. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(a) Thirty (30) days prior notice of cancellation or material change;

(b) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

ii. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the

state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

iii. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

iv. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

v. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

vi. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

vii. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

19. **VIOLATION OR BREACH OF CONTRACT:** This contract is subject to administrative, contractual or legal remedies for violation or breach of contract terms caused by the PROVIDER.
20. **TERMINATION:** Upon thirty (30)-calendar days written notice to the other party, either party may terminate this agreement. OEC and the PROVIDER shall agree on a reasonable phase out of the program as a condition of the termination.
21. **APPLICABILITY OF CONDITIONS:** Both parties to this agreement shall comply with those rules set forth in the Ohio Administrative Code (OAC) as they relate to the operation of activities under the Child Care Program.
22. **GRIEVANCE PROCEDURES:** The PROVIDER will notify OEC in writing of all grievances initiated by subcontractors or participants, which involve the services provided through this contract. The PROVIDER shall submit any pertinent facts or resolution of the grievances. The notification should be sent to:

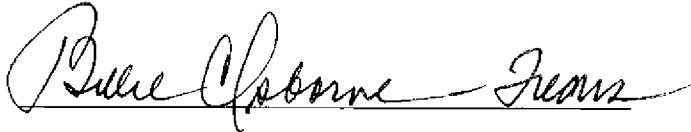
The Office of Early Childhood
Attn: Rebekah Dorman
310 W. Lakeside Avenue – Suite 565
Cleveland, OH 44113

23. **AMENDMENT OF CONTRACT:** This agreement may be amended at any time upon the agreement of both parties with the addition of an amendment signed by both parties.
24. **PUBLICITY:** In any publicity release or other public reference including a media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is part of and funded by the COUNTY and the Office of Early Childhood for the Invest in Children Program. The PROVIDER is also responsible for providing a copy of the above to OEC at the time of the release.
25. **PROGRAMMATIC & FISCAL AUDIT RESPONSIBILITIES:** The PROVIDER shall submit any reporting, auditing, monitoring or quality assurance requests made in writing to the PROVIDER by OEC during the contract period. The PROVIDER also agrees to, if required by the Director of OEC on the basis of evidence of misuse or improper account of funds, to conduct an independent audit of expenditures and make copies of the audit available to OEC. Failure to provide such information shall be reason to suspend payments to the PROVIDER until any and all questions or irregularities are resolved. The PROVIDER shall submit to OEC a final report not more than 60 days after the end of the funding cycle containing a complete financial reconciliation and a full program evaluation of activities during the contract period. The PROVIDER shall also submit to OEC, an Annual Compliance Audit conducted by an independent CPA individual or firm in compliance with Federal OMB Circular A-133 if the expense is over \$300,000.00 or Government Auditing Standards and Statement on Auditing Standards No. 74 if under \$300,000.00.
26. **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. Provider 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.
27. **MAINTENANCE OF SERVICES:** The PROVIDER certifies that the services being reimbursed are not available from the PROVIDER on a non-reimbursable basis or for less than the unit cost. The PROVIDER certifies that the level of service existing prior to the contract shall be maintained.
28. 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 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 agreement as of the day and year first written above.

BY:
STARTING POINT

A handwritten signature in black ink, appearing to read "Paul Osborne". The signature is written in a cursive style and is positioned above a horizontal line.

BY:
COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

A handwritten signature in black ink, appearing to read "Edward FitzGerald". The signature is written in a cursive style and is positioned above a horizontal line.
Edward FitzGerald, County Executive

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