

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**  
October 21, 2010

**RESOLUTION ON AGREEMENT WITH BOARD OF CUYAHOGA COUNTY  
COMMISSIONERS/FAMILY AND CHILDREN FIRST COUNCIL**

- WHEREAS, Cleveland Public Library desires to work with Cuyahoga County's Family and Children First Council (FCFC) to coordinate and develop services for youth in targeted areas who are in transition from one stage of education or development to the next; and
- WHEREAS, The Cuyahoga County Board of Commissioners, on behalf of FCFC, desires to enter into a second-year agreement with the Library to provide the financial support for the Library to coordinate and develop such services in collaboration with MyCom, the component of FCFC's Child Well-Being Plan for school-age and adolescent youth; and
- WHEREAS, The Library, as the Lead Agency for Transitions for MyCom, will be reimbursed for expenses in an amount not to exceed \$125,000.00; therefore be it
- RESOLVED, That the Board of Library Trustees authorizes the Director to complete negotiations of an agreement between Cleveland Public Library and the Board of County Commissioners, Cuyahoga County, defining the collaborative project and the reimbursement of expenses; be it further
- RESOLVED, That the President of the Board of Trustees is authorized to execute any agreements, amendments, or other documents necessary or appropriate to effectuate the Agreement in accordance with the Resolution.

**BOARD OF CUYAHOGA COUNTY COMMISSIONERS  
FAMILY AND CHILDREN FIRST COUNCIL**

**INTERAGENCY AGREEMENT WITH  
CLEVELAND PUBLIC LIBRARY**

**THIS AGREEMENT** entered in on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the Board of County Commissioners, Cuyahoga County, Ohio (the "County"), on behalf of Family and Children First Council, ("Agency") and the Cleveland Public Library, a political subdivision of the State of Ohio, with principal offices located at 325 Superior Avenue, N.E., Cleveland, Ohio 44114 (the "LIBRARY") whose telephone number is (216) 623-2800 for the purpose of serving as the Lead Agency for Transitions for MyCom.

**WHEREAS**, the County desires to enter into an agreement with the LIBRARY to focus coordinating and developing Transitions services for children kindergarten through graduation.

**WHEREAS**, the County desires to enter into an agreement with the LIBRARY to provide all Cuyahoga County parents that have a child entering Kindergarten with services and information that supports a successful transition from home/child care to Kindergarten.

**WHEREAS**, the County desires to enter into an agreement with the LIBRARY to develop experiential activities for additional Transition points beyond Kindergarten that support healthy development and prepare youth adulthood.

**WHEREAS**, these services are intended to help with the educational and natural behavior transitions of youth in the County.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the County and the Library hereby agree as follows:

**I. SCOPE OF SERVICES**

**LIBRARY shall:**

- Designate a MyCom Transitions Coordinator who is required to attend at least one monthly meeting with the assigned FCFC Program Officer to provide a face-to-face update on the project and attend monthly meetings with the full MyCom Project Team.
- Work with a FCFC Program Officer, Data Analyst, consultant, MyCom neighborhoods and MyCom Transitions Committee to update and expand the Transitions Theory of Change.
- Prioritize and make recommendations to MyCom leadership on key transition stages and activities.
- Maintain and coordinate all activities of the MyCom Transitions component according to the MyCom Transitions workplan.
- Raise awareness of transition stages among the general public, community and systems level stakeholders.
- Engage new and existing partners to identify existing Transition related services and gaps in services.
- Facilitate MyCom Transitions Vendors and Committee meetings a minimum of twice a year.
- Support the granting of MyCom funds utilizing the Request for Proposal or competitive bid process to new and existing transitions services.

- Work with existing Kindergarten Transitional programs to strengthen and expand the services. Work with programs such as:
  - i. The Cuyahoga County Library in relationship to the distribution and evaluation of the Kindergarten Kits
  - ii. Youth Opportunities Unlimited in relationship to the mentoring and preparation of rising 8<sup>th</sup> graders into high school.
- Work with a FCFC Data Analyst and Kent State University on the MyCom evaluation.
- Make recommendations to the Executive Director of FCFC, MyCom leadership and Family & Children First Council
- Consult on other related projects as needed by the Executive Director of FCFC

**County shall:**

- Provide an assigned staff person and technical assistance that includes a minimum monthly that will be required.
- Provide direction and oversight to the LIBRARY as may be reasonably expected or requested.
- Based on MyCom Leadership, FCFC and general County direction develop focus and tasks for the project including desired outcomes.

**II. TERM**

This contract will be effective from January 1, 2011 to December 31, 2011 inclusive, unless otherwise terminated or extended by formal amendment. The County reserves the right to exercise the option, subject to the agreement of both parties, to extend the length of this contract based upon the agency's program needs, the LIBRARY'S performance, and the availability of funds.

The total amount of the contract cannot exceed \$125,000.00 over the life of this contract. If the amount of the invoices exceeds the amount of the contract, the LIBRARY realizes that no additional funds will be paid over and above the total amount of the contract, under any circumstances, even if additional services are provided.

**III. PURCHASE OF SERVICE**

Subject to terms and conditions set forth in this contract. The LIBRARY agrees to acknowledge the financial support of the Board of Cuyahoga County Commissioners on any publications, promotional brochures, media releases or other publicity materials produced with the resources from this contract. That acknowledgement should be displayed in a prominent location.

**IV. LIBRARY RESPONSIBILITY**

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

## V. BILLING AND PAYMENT

Billing and Payment – The LIBRARY will submit a monthly invoice following service, with accompanying reports to the County as outlined in the Attachments. The County will review such invoices for completeness/correctness and any information necessary before making payment within thirty (30) calendar days after receipt of an accurate invoice. The County shall not make invoice payments for any services invoiced later than 60 days after the end of the service month without prior County approval. The County reserves the right to withhold payment until such time as requested and/or required reports are received. The LIBRARY shall furnish to the FCFC office by the thirtieth (30<sup>th</sup>) day after the end of each month a Financial Report accomplished with back-up documentation describing expenditure of funds. Additional reports may be requested as needed in relation to the Scope of Services.

- A. The LIBRARY will indicate on their invoices, the contract number, type of service being rendered, dates service was rendered, and the contract period. The invoice should also show the contract amount minus the invoice amount to reflect the remaining balance on the contract in order to obtain reimbursement.
- B. The LIBRARY warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are: bad debt, bonding costs, contingencies, contributions or donations, entertainment costs, costs of alcoholic beverages, goods or services for personal use, fines, penalties and mischarging costs, gains and losses on disposition or impairment of depreciable or capital assets, losses on other contracts, organization costs, costs related to legal and other proceedings, goodwill, asset valuations resulting from business combinations, and legislative lobbying costs.
- C. The LIBRARY warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program in accordance with the requirements of Section IX.

## VI. MONITORING, EVALUATION, AND QUALITY IMPROVEMENT

### **Contract Monitoring and Evaluation**

The effectiveness of the LIBRARY'S services shall be measured by the achievement of the outcomes specified in the contract. Failure to achieve performance goals per this contract agreement will be cause for or result in a reduction of funding or termination of this Agreement.

The County and the LIBRARY 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 LIBRARY agrees to provide the County with those reports relative to the

effective operation of the program (when applicable). Please see Scope of Services for additional information pertaining to Monitoring and Evaluation.

**VII. AVAILABILITY OF FUNDS**

This contract is conditional upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the function performed by the LIBRARY hereunder, the products or services directly involved in the performance of that function may be terminated by the County at the end of the period for which funds are available. The County will notify the LIBRARY at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

**VIII. DUPLICATE BILLING**

The LIBRARY warrants that claims made to the County for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the LIBRARY to other sources of public or private funds for the same service.

**IX. AVAILABILITY AND RETENTION OF RECORDS**

All records relating to the service provided and supporting documentation for invoices submitted to the County by the LIBRARY shall be retained and made available by the LIBRARY for audit by the County, the State of Ohio (including, but not limited to, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this contract. If an audit is initiated during this time period, the LIBRARY shall retain such records until the audit is concluded and all issues resolved.

**X. CONFLICT OF INTEREST**

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

The LIBRARY further agrees that there is no financial interest involved on the part of any Agency officers, Board of County Commissioners or employees of the county involved in the development of the specifications or the negotiation of this contract. The LIBRARY has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency or Board of County Commissioners employee will gain financially or

receive personal favors as a result of the signing or implementation of this contract.

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

**XI. ASSIGNMENTS**

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

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

**XII. GOVERNING LAW**

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

**XIII. INTEGRATION AND MODIFICATION**

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

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

**XIV. SEVERABILITY**

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**XV. TERMINATION**

This contract may be terminated by either party upon notice, in writing, delivered upon the other party prior to the effective date of termination. Should the LIBRARY wish to terminate this contract the LIBRARY must deliver the notice of termination 30 days prior to the effective date of termination. Should the Agency wish to terminate, the Agency may do so upon 30 day written notice. The Agency and the LIBRARY shall agree on a reasonable phase out of the program as condition of the termination. The termination notice should be sent to the

attention of Robin R. Martin, Executive Director, Family & Children First Council, 1801 St. Clair Avenue, Cleveland, Ohio 44114.

The parties further agree that should the LIBRARY become unable to provide the services agreed to in this contract for any reason or otherwise materially breach this contract, such service as the LIBRARY has provided upon the date of its inability to continue the terms of this contract and non-cancelable commitments shall be eligible to be billed and paid according to the provisions of Section V - BILLING AND PAYMENT.

The parties further agree that should the LIBRARY become unable to complete the services requested in this contract for any reason, such work as the LIBRARY has completed upon the date of its inability to continue the terms of this contract shall become the property of the County.

Neither the Agency nor the Board of County Commissioners shall be liable to pay to the LIBRARY any further compensation after the date of the LIBRARY'S inability to complete the terms hereof, or the date of termination of this agreement whichever is later, unless extended upon an agreement of the parties. It is agreed that even if the LIBRARY renders services for which payments are due, that no payments will be made after the termination of this agreement, either as a result of a default in the terms hereof or the day of termination of the contract, unless extended by an agreement of the parties. Notwithstanding the above, the LIBRARY shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of the contract by the LIBRARY. The County may withhold any compensation to the LIBRARY for the purpose of off-set until such time as the amount of damages due the County from the LIBRARY is agreed upon or otherwise terminated.

**XVI. COMPLIANCE**

The LIBRARY certifies that the LIBRARY and all subcontractors who provide direct or indirect services under this contract will comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The LIBRARY accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the LIBRARY'S full time employees.

**XVII. NON-DISCRIMINATION**

The LIBRARY certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this contract, the LIBRARY will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The LIBRARY

will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

The LIBRARY, or any person claiming through the LIBRARY, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said LIBRARY.

**XVIII. RELATIONSHIP**

Nothing in this contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the LIBRARY in the conduct of the provisions of this contract. The LIBRARY shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Agency or its Board of County Commissioners of Cuyahoga County.

**XIX. DISCLOSURE**

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

**XX. INSURANCE**

The LIBRARY shall at all times during the terms of this Contract subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder, and to the extent permitted by Ohio law, including but not limited to the Ohio Constitution, Ohio Revised Code, Chapter 2743 et seq, the LIBRARY agrees to be liable for the acts and omissions of its officers and employees engaged in the scope of their arising under the agreement. The LIBRARY shall also furnish prior to the onset and delivery of said services and at such other times as may be requested, a copy of the official certificate or receipt showing the payments for Worker's Compansation premiums.. The County shall be an additional insured according to the Liability Insurance Coverage as provided by the Memorandum of Insurance.

Cancellation of insurance will constitute a default, which if not remedied within the stated thirty (30) day notice period shall cause immediate termination of this contract by the Board of Cuyahoga County Commissioners.



XXI. **CONFIDENTIALITY**

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

**Client Data Confidentiality**

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

- A. **Definition-** "Client data" is any information that is, or can be, related to an individual client including all personal health information (PHI) as defined at 45 CFR 164.501.
- B. **Permitted Uses and Disclosures-** The LIBRARY and its agents and subcontractors shall not use or disclose client data except as specifically stated in this agreement.
- C. **Safeguards-** The LIBRARY shall use appropriate safeguards to protect against use or disclosure not provided for in this agreement.
- D. **Reporting of Disclosure-** The LIBRARY shall promptly report to COUNTY any knowledge of uses or disclosures of client data that are not in accordance with this Agreement or applicable law. In addition, LIBRARY shall mitigate any adverse effects of such a breach to the extent possible.
- E. **Agents and Subcontractors-** LIBRARY ensures that all its agents and subcontractors that receive client data from or on behalf of COUNTY agree to the same restrictions and conditions that apply to Contactor with respect to the use or disclosure of the client data.
- F. **Accessibility of Information-** LIBRARY shall make available to COUNTY such information as COUNTY may require to fulfill COUNTY'S obligations to provide access to, provide a copy of, and account for disclosures with respect to client data pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.154 and 164.528 and any amendments thereto.
- G. **Amendments of Information-** LIBRARY shall make client data available to COUNTY in order for COUNTY to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by COUNTY,

incorporate any amendments into the information held by the LIBRARY and ensure incorporation of any such amendments into information held by its agents or subcontractors.

- H. **Disclosure-** LIBRARY shall make available its internal practices, books and records relating to use and disclosure of client data received from COUNTY, or created or received by LIBRARY on behalf of COUNTY, to COUNTY and to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining COUNTY'S compliance with HIPAA and the regulations promulgated by the U.S. Department of Health and Human services and any amendments thereto.
- I. **Material Breach-** In the event of a material breach of LIBRARY'S obligation under this section, COUNTY may at its option terminate this agreement. Termination of this agreement shall not effect any provision of this agreement which, by its wording or its nature, is intended to remain effective and to continue to operate in the event of termination.
- J. **Return or Destruction of Information-** Upon termination of this Agreement, LIBRARY, at COUNTY'S option, shall return to COUNTY, or destroy, all client data in its possession, and keep no copies of the information except as requested by COUNTY or required by law. If Contractor or its agents or subcontractors destroy any client data then Contractor will provide to COUNTY documentation evidencing such destruction. Any client data maintained by Contractor shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

## XXII. AUDIT RESPONSIBILITY

- A. The LIBRARY agrees to comply with all relevant requirements of OMB circular A-133. In addition, the LIBRARY acknowledges responsibility for an annual State financial audit, the determination of client eligibility when appropriate, and responsibility for repayment of any findings arising from any audit by the appropriate Federal, the Auditor of State or local audit.

The LIBRARY agrees to repay the County the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. The LIBRARY recognizes and agrees that the County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract. If payments are not made according to the agreed upon terms, future checks will be held until the repayment of funds is current. Checks held more than 60 days will be canceled and will not be reissued.

The County also reserves the right to not increase the rate(s) of payment or the overall contract amount for services purchased under this contract if there is any outstanding or unresolved issue related to an audit finding.

- B. Within 15 days of receipt, the LIBRARY agrees to give the Agency a copy of LIBRARY'S annual report, annual independent audit report and any associated management letters.

**XXIII. WARRANTY**

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

**XXIV. ACTS OF GOD**

If by reason of ACT of God the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that LIBRARY shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect the Agency's property or employees which are necessary to the LIBRARY'S ability to perform.

The term "Acts of God" as used herein shall mean without limitation: strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

The LIBRARY shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control that which prevents the LIBRARY from carrying out its obligations contained herein.

**XXV. COORDINATION**

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

**XXVI. LEGAL ACTION**

Any legal action brought pursuant to the contract will be filed in the state courts located in Cuyahoga County, Ohio and Ohio law will apply.

**XXVII. CHILD SUPPORT ENFORCEMENT**

The LIBRARY agrees to cooperate with the Agency and any other Child Support Enforcement Agency in ensuring that the LIBRARY'S employees meet child support obligations established under state law. Further, by executing this contract, the LIBRARY certifies present and future compliance with any order for the withholding of child support payments that are issued pursuant to Sections 3113.21 and 3113.214 of the Ohio Revised Code.

**XXVIII. PUBLIC RECORDS**

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

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

**XXIX. DRUG-FREE WORKPLACE**

The LIBRARY certifies and affirms that the LIBRARY will comply with all applicable state and federal laws regarding a drug-free workplace. The LIBRARY will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

**XXX. AMENDMENTS**

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original contract.

**XXXI. WAIVER**

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

**XXXII. LIBRARY SOLICITATION OF AGENCY EMPLOYEES**

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

**XXXIII. MAINTENANCE OF SERVICE**

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

**XXXIV. GRIEVANCE PROCESS**

The LIBRARY will notify the County in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this contract. The LIBRARY shall submit any and all facts pertaining to the grievance and the resolution of the grievance to the program contact person. The LIBRARY will post their organizational grievance policy and procedure in a public or common area at each contracted site so all participants are aware of the process.

**XXXV. PROPERTY**

Any item produced under this contract or with funds provided under this contract, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of "County", which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. The LIBRARY will not obtain copyright, patent, or other proprietary protection for the deliverables. The LIBRARY will not include in any deliverable any copyrighted matter in the manner provided in this contract. The LIBRARY agrees the deliverables will be made freely available to the general public unless the Agency determines, pursuant to state or federal law, that such materials are confidential.

**XXXVI. DEBARMENT AND SUSPENSION**

For contracts valued at greater than \$100,000.00, the Agency may not contract with LIBRARY'S on the non-procurement portion of the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689. By signing this contract, the LIBRARY warrants that the LIBRARY will immediately notify the Agency if the LIBRARY is added to the List at any time during the life of this contract. Upon receipt of notice, the Agency will issue a termination notice in accordance with the terms of the contract. If the LIBRARY fails to notify the Agency, then the Agency reserves the right to immediately suspend payment and terminate the contract.

**XXXVII. ELECTRONIC SIGNATURE**

By entering into this agreement, 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 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. 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.

**XXXVIII. NOTICE**

Any notices or invoices required by this contract shall be sufficient if sent by the parties through U.S. mail, postage paid, to the addresses below:

County: Family & Children First Council  
1801 St. Clair Avenue  
Cleveland, Oh 44114  
Attn: Robin R. Martin, Executive Director

LIBRARY: Cleveland Public Library  
325 Superior Avenue, N.E.  
Cleveland, Ohio 44114  
Attn: Thomas D. Corrigan, President, Board of Trustees

IN WITNESS THEREOF, the Board of County Commissioners and the Cleveland Public Library  
have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 2010.

**CLEVELAND PUBLIC LIBRARY**

\_\_\_\_\_ Date  
Thomas D. Corrigan, President, Board of Trustees

**BOARD OF COUNTY  
COMMISSIONERS  
OF CUYAHOGA COUNTY, OHIO**

**BY: \_\_\_\_\_**

## EXHIBIT I

### SCOPE WORK

#### FCFC

The County agrees to enter into an agreement with the Cleveland Public Library hereinafter referred to as (LIBRARY), for the period from January 1, 2011 to December 31, 2011. The LIBRARY agrees to focus on youth from Cuyahoga County as the lead agency for the Transitions component of MyCom. The LIBRARY will work with FCFC, consultants and evaluator to update and expand the Theory of Change and Transitions work plan and coordinate other Transition activities.

- I. The LIBRARY shall:
  - Designate a MyCom Transitions Coordinator who is required to attend at least one monthly meeting with the assigned FCFC Program Officer to provide a face-to-face update on the project and attend monthly meetings with the full MyCom Project Team.
  - Work with a FCFC Program Officer, Data Analyst, consultant, MyCom neighborhoods and MyCom Transitions Committee to update and expand the Transitions Theory of Change.
  - Prioritize and make recommendations to MyCom leadership on key transition stages and activities.
  - Maintain and coordinate all activities of the MyCom Transitions component according to the MyCom Transitions workplan.
  - Raise awareness of transition stages among the general public, community and systems level stakeholders.
  - Engage new and existing partners to identify existing Transition related services and gaps in services.
  - Facilitate MyCom Transitions Vendors and Committee meetings a minimum of twice a year.
  - Support the granting of MyCom funds utilizing the Request for Proposal or competitive bid process to new and existing transitions services.
  - Work with existing Kindergarten Transitional programs to strengthen and expand the services. Work with programs such as:
    - i. The Cuyahoga County Library in relationship to the distribution and evaluation of the Kindergarten Kits
    - ii. Youth Opportunities Unlimited in relationship to the mentoring and preparation of rising 8<sup>th</sup> graders into high school.
  - Work with a FCFC Data Analyst and Kent State University on the MyCom evaluation.
  - Make recommendations to the Executive Director of FCFC, MyCom leadership and Family & Children First Council
  - Consult on other related projects as needed by the Executive Director of FCFC
- II. The LIBRARY must submit a final report summarizing the activity and services rendered by the program as well as program outcomes achieved.
- III. The LIBRARY must attend briefing meetings as needed to ensure continuity of service delivery and effective program management.
- IV. The LIBRARY must maintain an accounting system and supporting fiscal records adequate to enable the Agency to audit and otherwise verify all payments made.

**EXHIBIT II**

**BUDGET**

I. The Agency agrees to reimburse the LIBRARY for the costs described below to the degree they are determined to be fair and reasonable for evaluation, implementation and analysis of MyCom, FCFC Evaluations and County Indicators for an amount not to exceed **\$125,000.00**.

A. The Agency agrees to reimburse the LIBRARY for the following expenses in an amount not to exceed **\$125,000.00**:

1. Planning	\$76,758.00
2. 8 <sup>th</sup> Grade Mentoring	\$29,492.00
3. Administrative Costs	<u>\$18,750.00</u>
	<u>\$125,000.00</u>

B. To receive reimbursement for these costs, the LIBRARY must submit an invoice detailing the actual expenses incurred during the billing month.

II. All invoices should be sent to:

Cuyahoga County Family & Children First Council  
1801 St. Clair Avenue  
Cleveland, Ohio 44114  
Attn: Robin R. Martin  
Ph. (216) 698-2875, Fax (216) 698-2870  
Email: [rmartin@cuyahogacounty.us](mailto:rmartin@cuyahogacounty.us)