

CLEVELAND PUBLIC LIBRARY

Board Meeting

March 21, 2013

RESOLUTION TO ENTER INTO AGREEMENT WITH THE CHILD CARE RESOURCE CENTER OF CUYAHOGA COUNTY INC. DBA STARTING POINT FOR MYCOM OUT-OF-SCHOOL TIME TRANSITIONS PROGRAM

WHEREAS, Childcare Resource Center of Cuyahoga County Inc. d.b.a. Starting Point and Cleveland Public Library desire to form a partnership for the provision of out-of-school time transition services; and

WHEREAS, The Library wishes to enter into an agreement from March 1, 2013 though September 30, 2013 with Starting Point for tutoring services under MyCom/Cuyahoga County's Youth Development Initiative; and

WHEREAS, Starting Point will purchase and Cleveland Public Library will provide after-school tutoring services for at least six Cleveland Public Library branches; and

WHEREAS, Starting Point will reimburse the Library on a monthly basis in a total amount not to exceed \$89,994.24; now therefore be it

RESOLVED, That the Executive Director, CEO, or his designee, is authorized to enter into and execute an agreement with the Child Care Resource Center of Cuyahoga County Inc. (dba Starting Point), and such additional agreements and instruments as may be necessary or appropriate, including those in excess of \$25,000.00, to effectuate the terms and conditions of this Resolution, which agreements and instruments shall be subject to the approval of the Library's Chief Legal Officer.

MEMO

TO: Tracy Martin
FROM: Billie Osborne-Fears
DATE: March 8, 2013
RE: FY 2013 Contract

POC-F

It is with great pleasure that we enter into this partnership with you and the Cleveland Public Library for the provision of out-of-school time transitions services. Attached you will find a copy of your FY 2013 (March 1, 2013 – September 30, 2013) Contract in the amount of \$89,994.24 for tutoring services under MyCom/Cuyahoga County's Youth Development Initiative. Please print 2 copies of the attached contract and have Mr. Felton Thomas Jr. sign both copies. Return one original copy to me at the address below and keep the other one for your files.:

Starting Point
4600 Euclid Avenue, Suite 500
Cleveland Ohio 44103

Should you have any questions please feel free to call me at 575-0061.



FOR CHILD CARE
AND EARLY EDUCATION
4600 EUCLID AVENUE, SUITE 500
CLEVELAND, OHIO 44103
www.starting-point.org



A United Way Agency

216-575-0061 • FAX 216-575-0102 • 1-800-880-0971 • TTY: 1-800-750-0750



ANDREW HERTZ, MD, *PRESIDENT* • ZULMA ZABALA, *VICE PRESIDENT* • LAURA STEINBRINK, *VICE PRESIDENT*
STEFAN HOLMES, *TREASURER* • CATHERINE BOYLE, *SECRETARY* • BILLIE OSBORNE-FEARS, *EXECUTIVE DIRECTOR*

CONTRACT WITH CLEVELAND PUBLIC LIBRARY

This contract made and entered into on the 8TH day of March 2013 by and between Child Care Resource Center of Cuyahoga County Inc. d.b.a. Starting Point (hereinafter referred to as Starting Point and Cleveland Public Library (hereinafter referred to as the Contractor) for MyCom (Cuyahoga County's Youth Development Initiative) – Out-of-School Time Transitions Program. The following are the terms of this Contract:

ARTICLES:

1. **SCOPE OF WORK/PROVIDER DELIVERABLES:** Subject to the terms and conditions set forth in this contract, Starting Point agrees to purchase and the Contractor agrees to provide After-School Tutoring Services at six Cleveland Public Library branches for approximately 150 children to include the following services:

- Baseline reading and math assessments at the beginning of the program;
- Align tutoring curriculum to the Cleveland Public School's curriculum;
- Creation of individual learning plans for students;
- Homework assistance offered in addition to instructional support on the learning plan;
- One-to-one tutoring provided for students that require individualized instruction;
- Small group tutoring offered for similar academic needs to work cooperatively;
- Peer-to-peer tutoring (when possible);
- Student attendance will be monitored and all data tracked daily and reported on monthly basis;
- On-going assessments for each student, monitoring progress and tracking growth;
- Open communication with educators and parents through a session to be offered specifically for parents to explain the learning needs of their child in an effort to assist them in advocating for their children and creating a solid learning environment in the home.
 - To include results of Learning Styles Analysis administered on each student to determine their learning style, the best learning environment, and what time of day is best for learning.
- Usage of Social Solutions Efforts to Outcome data collection system;
- During the term of this Contract, maintain records on students and services provided as prescribed by Starting Point;
- Prepare and provide monthly program status and fiscal reports as required by Starting Point;
- Attend periodic briefing meetings with appropriate Starting Point staff to ensure continuity of service delivery and effective program management; and
- Participate in Out-of-School Time evaluation process.

2. **CONTRACT PERIOD AND AMOUNT:** This contract is effective for the period March 1, 2013 through September 30, 2013. The contract in the aggregate, shall not exceed \$89,994.24.
3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of Grant funds or other funds designated for this program. The Contractor 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 Contractor will be paid according to the criteria listed in Article 2.
5. **ELIGIBILITY OF SERVICES:** the Contractor and Starting Point shall jointly determine a practitioner's eligibility for service(s) provided through this contract. All services provided under the terms of this contract will be billed to Starting Point for reimbursement as described in Exhibit "A" attached hereto and made a part hereof.
6. **PAYMENT FOR PURCHASED SERVICES:** Starting Point will reimburse the Contractor on a monthly basis for charges and expenditures incurred by the Contractor as described in Exhibit "A" up to the aggregate set forth in Article 2. The Contractor will submit invoices on a monthly basis for actual charges and expenditures incurred the prior month with accompanying support documentation to Starting Point up to the not to exceed amounts specified in Article 2. Starting Point will review such invoices for completeness, correctness and appropriateness of support documentation and will make payment within (45) calendar days after receipt of an accurate invoice. All invoices should be mailed to:

Sandra Driscal
Starting Point
4600 Euclid Avenue, Suite 500
Cleveland, Ohio 44103

7. **DUPLICATE BILLING:** The Contractor warrants that claims made to Starting Point 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 Contractor and do not supplant other sources of public and private grant funds for the same services.
8. **MONITORING AND EVALUATION:** Starting Point and the Contractor 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/outcomes contained in the agreement are being achieved. Failure to achieve performance goals may result in the termination of this

Agreement. The Contractor agrees to provide Starting Point with reports relative to the effective operation of the program (when applicable).

Evaluation by MyCom. Contractor agrees to cooperate and participate in the Cuyahoga County Youth Development evaluation process.

9. **SUBCONTRACT AUTHORITY:** Nothing in this document shall preclude the Contractor from entering into approved subcontract agreements with other agencies.
10. **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 Contractor of its Liability under this contract.
11. **FINANCIAL RECORDS:** The Contractor 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, county 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.
12. **AVAILABILITY AND RETENTION OF RECORDS:** The Contractor 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) years period, the Contractor 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.
13. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Contractor agrees to accept responsibility for receiving, replying to or complying with any audit exception by appropriate federal, state and county audit directly related to the provisions of the provider contract. The Contractor agrees to pay Starting Point for all amounts due as a result of audit exceptions through this contract.
14. **SAFEGUARDING OF CLIENTS:** The Contractor 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 Starting Point or the Contractor's responsibilities with respect to purchased services is prohibited except upon the written consent of the public assistance recipients.
15. **CIVIL RIGHTS AND HANDICAPPED:** Starting Point and the Contractor 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 Contractor 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.

16. **INSURANCE:** The Contractor 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.
17. **VIOLATION OR BREACH OF CONTRACT:** This contract is subject to administrative, contractual or legal remedies for violation or breach of contract terms by the Contractor or Starting Point.
18. **TERMINATION:** Upon thirty (30) calendar day's written notice to the other party, either party may terminate this agreement. Starting Point and the Contractor shall agree on a reasonable phase out of the program as a condition of the termination.
19. **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.
20. **GRIEVANCE PROCEDURES:** The Contractor will notify Starting Point in writing of all grievances initiated by subcontractors or participants, which involve the services provided through this contract. The Contractor shall submit any pertinent facts or resolution of the grievances. The notification should be sent to:

Billie Osborne-Fears, Executive Director
Starting Point
4600 Euclid Avenue, Suite 500
Cleveland, Ohio 44103
21. **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.
22. **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 Cuyahoga County Youth Development Initiative. The Contractor is also responsible for providing a copy of above to Starting Point prior to the time of the release.
23. **RESPONSIBILITY FOR AUDIT AND FISCAL:** The Contractor shall submit any reporting, auditing, monitoring or quality assurance requests made in writing to the Contractor by Starting Point during the contract period. The Contractor also agrees

to, if required by the Executive Director of Starting Point 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 Starting Point. Failure to provide such information shall be reason to suspend payments to the Contractor until any and all questions or irregularities are resolved. The Contractor shall submit to Starting Point a final report not more than 45 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 Contractor shall also submit to Starting Point, 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.

24. **LAW:** This Agreement is subject to and will be interpreted in accordance with all applicable Federal, State and Local laws.
25. **MAINTENANCE OF SERVICES:** The Contractor certifies that the services being reimbursed are not available from the Contractor on a non-reimbursable basis or for less than the unit cost. The Contractor certifies that the level of service existing prior to the contract shall be maintained.

IN WITNESS WHEREOF, Starting Point and the Contractor have entered into this agreement as of the day and year first written above.

BY:

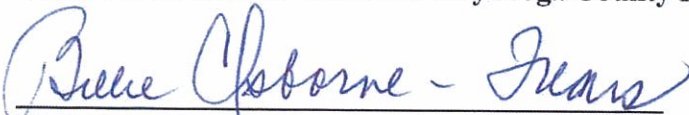
Cleveland Public Library

Felton Thomas, Jr., Director

Date

BY:

Child Care Resource Center of Cuyahoga County Inc. dba Starting Point



Billie Osborne-Fears, Executive Director



Date

EXHIBIT A

**Cleveland Public Library
Out-of-School Time Transitions-Tutoring Budget
For the Period of March 1, 2013 – September 30, 2013**

EXPENSES

The total amount of the contract is \$89,994.24 for the time period of **March 1, 2013 through September 30, 2013.**

For the Provision of Student Tutoring and Assessment Services. The maximum billable rate shall be \$34.72 per hour x 2,592 hours = \$89,994.24