

**CLEVELAND PUBLIC LIBRARY**

**Board Meeting**  
March 15, 2018

**RESOLUTION TO RATIFY THE AGREEMENT WITH THE CENTER FOR  
FAMILIES AND CHILDREN FOR THE EMPLOYEE ASSISTANCE  
SERVICE PROGRAM**

WHEREAS, In February 2018, the Executive Director of the Cleveland Public Library entered into an agreement (“Agreement”) with The Centers for Families and Children for its Employee Assistance Program known as “ease@work” for a two year period beginning on March 1, 2018. The “ease@work” program consists of a variety of services aimed at improving employee wellness including, but not limited to, counseling, wellness coaching, and referrals to community resources; and

WHEREAS, The total base cost of the Agreement is \$27,400 which is payable in annual installments of \$13,700. The annual cost is based on a rate of \$25 per employee for 548 employees; and

WHEREAS, The total cost of the Agreement exceeds the \$25,000 contracting authority granted to the Director by the Board of Library Trustees by Resolution adopted on April 18, 1996 and reaffirmed by Resolution adopted on May 16, 2002; and

WHEREAS, The Executive Director hereby requests that the Board of Library Trustees ratify the Agreement entered into with The Centers for Families and Children and authorize the expenditure by Cleveland Public Library of funds in the amount of \$27,400 toward the “ease@work” program; now therefore be it

RESOLVED, That the Board of Library Trustees hereby ratifies and approves the agreement entered into with The Centers for Families and Children in the amount of \$27,400 for the “ease@work” program for the period beginning on March 1, 2018 and expiring on February 28, 2020, allocated to object code 51900 (Salaries/Benefits – Other Benefits) based on employee’s organizational code.

Employee Assistance Service Program Agreement  
Between  
Cleveland Public Library  
And  
The Centers for Families and Children

This Employee Assistance Program Agreement ("Agreement") is entered into as of March 1, 2018 ("Effective Date"), by and between The Centers for Families and Children, an Ohio public benefit corporation ("THE CENTERS"), and Cleveland Public Library, ("Client").

1. ease@work. Subject to the terms and conditions of this Agreement, THE CENTERS agrees to make the Employee Assistance Program ("ease@work") available to Client and its Eligible Participants; as such term is defined in Section 3 of this Agreement. Services included in the ease@work Program, and the limitations on the availability of such services are further described in Exhibit A, which is attached hereto and incorporated by reference herein.
2. Compensation. Client agrees to pay THE CENTERS compensation for the services rendered pursuant to this Agreement in an amount determined by the fee schedule set forth in Exhibit B to this Agreement, which is attached hereto and incorporated by reference herein.
3. Eligible Participants. Individuals eligible to participate in the ease@work Program include individuals listed on an eligibility list provided by the Client to THE CENTERS, household members and the dependents of the eligible employee. The eligibility list typically includes client's active, non-retired full-time and part-time employees (collectively, "Eligible Participants"). Client may choose to extend the EAP benefit to additional classes of individuals including volunteers, retirees, board members, long term temporary employees, etc. Client may also choose to exclude some classes of individuals like part-time employees. For purposes of defining Eligible Participants, the term "dependents" includes the spouse of an eligible employee and a child, step-child, adopted child, or foster child of such an employee who is no more than twenty-five (25) years old. The dependent child does not have to live with the parent, be financially dependent on the parent, or be a student.

Client agrees to furnish THE CENTERS with a list of eligible employees no later than ten (10) days following the Effective Date and, thereafter, to provide THE CENTERS with reasonable notice of any modifications to such list.

4. Professional Liability Insurance. THE CENTERS shall maintain professional liability insurance from a commercial carrier, or through a bona fide program of



self-insurance, covering THE CENTERS and its staff against claims arising out of its performance of any professional services included in the ease@work Program.

5. Nondisclosure. The parties and their respective employees shall, at all times during and after the term of this Agreement, hold in strictest confidence any and all confidential or proprietary information of or about another party, including the terms of this Agreement and the mode of service delivery hereunder, within its or their knowledge (whether acquired prior to or during the term of this Agreement), except that the parties may disclose such information to their respective attorneys and advisors that have a duty of non-disclosure in connection with such information.
6. Confidentiality of Eligible Participant Information. THE CENTERS and Client agree that information concerning Eligible Participants shall be kept confidential and shall only be disclosed as authorized by the Eligible Participant or the Eligible Participant's legal guardian or as otherwise required or permitted by law, including without limitation as permitted or required by the Health Insurance Portability and Accountability Act of 1996. THE CENTERS shall defend, hold harmless and indemnify Client, its officers, employees and agents from and against any and all claims, demands, losses, costs, damages, expenses and liabilities including reasonable attorney fees and costs arising out of or attributable to the unauthorized and/or inadvertent disclosure or dissemination of information concerning Eligible Participants by THE CENTERS, its employees and agents.
7. Use of member website. As part of the services included in the ease@work Program, Client may provide Eligible Participants with access to the member website maintained by THE CENTERS ("Site"). Client acknowledges that the information contained on the Site is confidential and proprietary information of THE CENTERS and is being made available to Client for its Eligible Participants solely in accordance with the terms of this Agreement. Client acknowledges further that the unauthorized use or disclosure of the Site, including any information available through the Site, will irreparably harm THE CENTERS. Accordingly, the Client agrees: (a) to inform Eligible Participants that they are permitted to use the Site solely for the purpose of obtaining information concerning their own needs; and (b) to instruct Eligible Participants not to copy, disseminate, or distribute the link to the Site or any information available through the Site to any third party.
8. Dependent Care Providers. As part of the services included in the ease@work Program, THE CENTERS may provide Eligible Participants with information concerning dependent care providers. Client acknowledges and agrees that the information disclosed by THE CENTERS to Eligible Participants concerning such providers is supplied by third parties and that THE CENTERS is under no obligation to verify the accuracy of such information.
9. Independent Contractor. The provisions of this Agreement are not intended to create, and shall not be deemed or construed to create, any relationship between



THE CENTERS and the Client, or between any staff member of THE CENTERS and the Client, other than that of independent entities contracting with each other solely to affect the purposes of this Agreement. THE CENTERS agrees that its employees are not "public employees" for purposes of membership in the Ohio Public Employees Retirement System.

10. Term and Termination. This Agreement shall commence as of the Effective Date and continue for a period of two (2) years, unless earlier terminated as provided in this Section. Either party may terminate this Agreement upon thirty (30) days written notice to the other. If the Client elects to terminate this Agreement, the Client shall pay THE CENTERS for all services rendered through the termination date and agrees that THE CENTERS may retain a pro rata share of any prepaid fees. If THE CENTERS elects to terminate this Agreement, it shall pay to Client the unused portion of any prepaid fees.

11. Limitation of Liability. Client acknowledges and agrees that Client, in its sole discretion, shall make the determination about:

- a. whether an employee must undergo a Fitness for Duty exam and
- b. whether an employee is fit for duty.

THE CENTERS shall have no liability to Client or otherwise for Client's Fitness for Duty determinations whether or not made taking into account information supplied by THE CENTERS or the results of examinations by providers referred by THE CENTERS.

In no event will either party be liable to the other under this agreement for any special, incidental or consequential damages, whether based on breach of contract, tort or otherwise, whether or not the party has been advised of the possibility of such damages. The liability of any party for damages or alleged damages hereunder, whether in contract, tort or any other legal theory is limited to, and will not exceed, the amounts paid and/or due to consultant during the term of this agreement. Notwithstanding the foregoing, the limitations of liability set forth above shall not apply to the following:

- c. THE CENTERS' indemnification obligation;
  - d. either party's breach of its confidentiality obligations; and/or
  - e. the willful misconduct and/or intentional or grossly negligent actions of either party hereunder.
12. No Fault. No failure, delay or default in performance of any obligation of either party shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or



future, that is beyond the control and without negligence of either party, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.

13. Utilization Reporting. THE CENTERS will provide Client with regular utilization review and trend analysis as indicated in Exhibit A ease@work Program Management Services. Utilization will be defined and calculated as follows:
- a. Mental Health Case. A documented record of contact between ease@work and an eligible user. Services provided by an EAP clinician may include an assessment, a plan of action, advice, information, short-term counseling and a follow up plan.
  - b. Work-Life Case. A documented record of contact between ease@work and an eligible user regarding eldercare, childcare, legal, financial, or retirement issues. A minimal level of assessment is conducted and a plan of action is developed, including but not limited to advice, information and referrals.
  - c. Wellness Case. A documented record of contact between ease@work and an eligible user regarding nutrition, fitness, stress reduction, or tobacco cessation. Services provided by a wellness coach may include an assessment, a plan of action, advice, information and a follow up plan.
  - d. Workplace Consultation. Specialized technical consultation provided to a supervisor, work group, union official, or other appropriate individuals in an organization regarding employee performance issues, recommended approaches to situations, and suggestions on how to achieve the most desirable outcome.
  - e. New Case. A new case is defined as a first time request for service for a specific mental health, management, Work-Life, or wellness issue. Case limitations are as follows:
    - i. Mental health and wellness coaching cases are limited to the number of sessions identified in Exhibit B.
    - ii. A dependent care case including childcare resource and referral and eldercare resource and referral is not limited to the number of sessions identified in Exhibit B.
    - iii. A case for legal consultation is one thirty-minute phone consultation per issue and one thirty-minute in-person consultation per issue. If the employee retains the attorney providing the in-person consultation they may receive a discount (generally 25%) off of rates set by that attorney.



- iv. A case for financial consultation is unlimited in duration per issue.
- f. Calculating Utilization. For the purpose of calculating utilization, the total number of cases is divided by the number of eligible employees during a 12-month period. While organizational services such as employee and management orientations, trainings, utilization promotion activities, critical incident services, and website activity are considered to be important services which are noted on the utilization report, they are not calculated into the organization's utilization rate. Employee contacts which do not result in the opening of a case as defined above are also not calculated into the organization's utilization rate. Examples include interactions at an onsite visibility by the account manager which is intended for program promotion and calls to intake for information about the program.
- g. Missed Appointments. An appointment is considered missed if the employee fails to attend a scheduled appointment without a one business day notice being provided to the ease@work Intake department or scheduled provider. ease@work allows each employee at least one missed appointment without affecting the number of sessions that they are eligible to receive within their benefit limit. Beginning with the second missed appointment, the number of eligible sessions will be reduced by one with each missed appointment.

#### 15. General Provisions.

- a. Equal Opportunity Employer. THE CENTERS and Client each acknowledge and agree that it is an Equal Opportunity Employer and that no employee or applicant is discriminated against in employment because of race, religion, national origin or ancestry, sex, sexual orientation, disability or military status.
- b. Legal Construction. This Agreement shall be construed in accordance with the laws of the State of Ohio.
- c. Reformation of Agreement; Severability. In the event that any provision or term of this Agreement is found by a court of competent jurisdiction to be void or unenforceable to any extent for any reason, it is the agreed upon intent of the parties hereto that all remaining provisions or terms of the Agreement shall remain in full force and effect to the maximum extent permitted and that the Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.
- d. Waiver. The failure of a party at any time to enforce any provision of this Agreement or to require performance by another party of any provision hereof shall in no way affect the validity of this Agreement or any part hereof or the right of a party thereafter to enforce its rights under this Agreement.



- e. Entire Agreement. This Agreement contains the entire understanding and agreement of all parties regarding the subject matter hereof. It may only be modified by an agreement in writing signed by all parties. In the event the parties agree to the provision of additional services not included hereunder, such agreement shall be reflected in a duly executed amendment to this Agreement.
- f. Assignment. This Agreement shall not be assigned by any party without the prior written consent of the others, which consent shall not be unreasonably withheld.
- g. Notice. All notices, requests, and approvals required under this Agreement shall be in writing and shall be deemed to have been properly provided on the date of delivery when delivered in person, three (3) days after the postmark when sent by certified mail, return receipt requested, twenty-four (24) hours after being sent by standard form of telefacsimile to ease@work at 216-432-7255, or the next business day after being sent by courier service providing delivery confirmation, to the following addresses or at such other address as any party, from time to time, may designate by written notice to the other:

The Centers for Families and Children  
 Elizabeth M. Hajar  
 General Counsel  
 4500 Euclid Avenue  
 Cleveland, OH 44103

Cleveland Public Library  
 Madeline Corchado  
 Director of Human Resources  
 525 Superior Ave.  
 Cleveland, OH 44114

- h. Dispute Resolution. Those disputes which may arise out of the terms and conditions of this Agreement, and which are not resolved through informal discussion, shall be addressed by the parties through mediation conducted in the City of Cleveland by a mediator approved by all parties. The parties shall agree upon a mediator within thirty (30) days of the request for mediation by another party. The proceedings of the mediation shall be confidential and may not be introduced or used in subsequent proceedings by any party. If the parties are unable to resolve any matter through mediation, the remaining matter(s) may, if the parties mutually agree, be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, in effect at the time of the arbitration. The decision of the arbitrator(s) may be entered into judgment in a court of competent jurisdiction. The parties will equally share any costs associated with mediation or arbitration.
- i. Compliance with Law. The Centers agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal and Ohio state and local laws, regulations, executive orders and ordinances. The Centers has and shall maintain throughout the Term of this Agreement:



- (a) all professional and business licenses, certifications and similar requirements as required by Law and (b) all accrediting requirements to perform the services under this Agreement.
- j. Payment. Client must pay for services within 30 days after the Client's receipt of an invoice. If Client does not pay for services, The Centers reserves the right to withhold services.
- k. Counterparts. This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between the parties. Faxed signatures or signatures in PDF copies transmitted via e-mail will be deemed original signatures for all purposes.
- l. Incentives. Client shall not financially incentivize eligible participants to utilize any service under this Agreement, with the limited exception of requiring eligible participants' cooperation with management referrals.

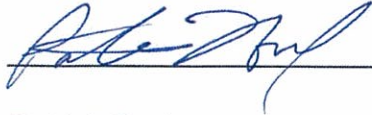


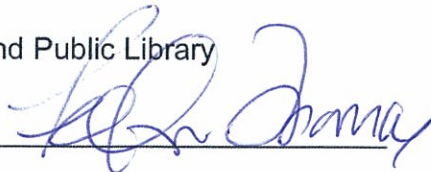


IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective and duly authorized representatives in Ohio.

The Centers for Families and Children

Cleveland Public Library

By: 

By:  

Print: Patrick Gaul  
Title: ease@work Mgr of Account Services

Print: Felton Thomas  
Title: Director

Date: 0/20/2018

Date: 2/23/18



EXHIBIT A  
Cleveland Public Library

Scope of Services

**Short-Term Assessment and Referral Services:**

*Full service Employee Assistance Program (EAP) providing assessment, referral, and problem focused counseling sessions for employees and their family members to help identify problems and develop a plan for resolution.*

- Centralized intake screening
- Assessment, referral and short-term problem resolution for mental health concerns including, but not limited to:
  - Alcohol Abuse
  - Coworker Conflict
  - Depression and Anxiety
  - Domestic Violence
  - Drug Abuse
  - Relationship Issues
  - Grief Counseling
  - Marital Relationships
  - Stress
- 24-hour clinician availability
- Referrals to community resources and follow-up
- In-person, telephonic, or online counseling/assessment sessions

**Each employee and each family member has access to the number of in-person counseling sessions per issue as identified in Exhibit B.**

**Management Consultation:** *A confidential telephonic consultation between management and an account manager or licensed clinician that can address a variety of challenging situations in the workplace affecting one or more employees.*

- Unlimited, 24/7 access to a licensed clinician specializing in management of workplace behavior and performance issues.
- Common topics for consultation include reasonable suspicion, preparation for difficult conversations, and employee attitude.

**Management Referrals:** *Referral of employee clients for assistance with performance-based and substance abuse issues for assessment, treatment, case monitoring, and follow-up services. This process includes:*

- Release of information allowing limited communication about the employee to the referring manager, supervisor, or HR rep.
- Additional consultation and feedback with Clinical Coordinator is available.
- Employee psychosocial assessment and substance abuse screening if applicable.
- Counseling sessions (unlimited based on clinical appropriateness).



- Referral linkage to services or programs.
- Compliance monitoring and reporting.
- Recommendation for return to work eligibility.

**Fitness for Duty Consultation and Support:**

*Consultation with Client regarding Client's concerns of an employee's ability to safely and effectively perform their duties in the workplace.*

- Obtain and review documentation regarding recent work-related behaviors and performance concerns.
- Recommendation of a management referral of employee client to screen for clinical appropriateness of Fitness for Duty evaluation.
- Identify potential Fitness for Duty evaluators.
- Share the evaluator's recommendations with Client.
- Case management and reporting employee's compliance with evaluator's recommendations for up to 3 months.
- Act as custodian of the full Fitness for Duty evaluation.

**Critical Incident Response:**

*Deployment of personnel following traumatic or life-threatening events at the workplace.*

- Consultation when traumatic incident occurs.
- Onsite services including professional consultation for human resources and other staff and individual or group counseling sessions for employees.\*
- Follow up consultation.
- Materials/information for participants.

**\*On-site counseling is billed at \$280.00 per hour per counselor.**

**Wellness Coaching (Ask the Coach):**

*Individual coaching addresses a variety of health related issues that may be impacting employee productivity and engagement. Services can positively affect healthcare costs by improving wellness.*

- Nutritional coaching, up to three (3) one-hour sessions.
- Fitness coaching, up to three (3) one-hour sessions.
- Tobacco cessation coaching, up to three (3) one-hour sessions.
- Stress reduction coaching, up to three (3) one-hour sessions.



**Work-Life Services:**

*Information and resources to increase productivity and decrease turnover by improving employee work-life integration.*

- Legal consultation with attorney: 30 minutes telephonic; 30 minutes in-person, per issue/year.
- Financial consultation with financial professionals: unlimited telephonic assistance.
- Online legal and financial information and resources.
- Childcare Resource and Referral including unlimited telephone consultations with a Childcare Specialist, customized provider recruitment and follow up.
- School Aged Resources Support of employees with school aged children including assistance and advocacy for special needs children.
- Eldercare Resource and Referral including unlimited telephone consultations with an Elder Care Specialist.
- Retirement Coaching for employees preparing for retirement – three (3) sessions/year.

**Account Management Services:**

*A dedicated contact person to assist with developing, implementing, and monitoring EAP program details and service utilization.*

- Onsite employee and supervisory staff orientations.
- Quarterly newsletters and tip sheets for supervisors and employees on current and seasonal issues.
- Electronic healthy tips.
- Monthly flyers with website theme and on-demand webinar information
- Promotional flyers representing program services.
- Promotional wallet cards with service and website contact information.
- Utilization Review and Trend Analysis.
- Assistance with EAP Policy Development.
- Discuss training needs through preliminary needs assessments.



**Member Website**

- A comprehensive member-only website with easy-to-access content.
- Explanation of ease@work employee services with information on scheduling via telephone or secure e-mail.
- Information and links on a variety of mental health topics.
- Access to an extensive database of legal articles and links.
- Access to an extensive database of financial articles, links and calculators
- Child Care and Eldercare provider database search.
- Supervisors and Managers unique login with information on management referrals, consultations, CIR, drug free workplace training, seminars, and organizational development.
- Work/life content on 6 areas including:
  - Parenting –child care and parenting,
  - Aging – older adults and elder caregiving,
  - Balancing – family, relationships and personal growth,
  - Wellness – wellness and healthful living for all ages,
  - Working – career development and workplace issues,
  - Living – everyday life and convenience,
  - Legal/Financial – articles, downloadable forms, and more
- Web-based training including eLearning courses with printable certificates and a variety of assessments, articles, audio and video presentations.
- Monthly live webinars and a database of recorded webinar content
- Savings Center offers savings from 25% - 70% with membership in Corporate Perks.
- Pet Care Locator, Relocation Center, Tax Center and much more.



**EXHIBIT B**  
**Cleveland Public Library**

Client shall compensate THE CENTERS at the following rates:

*\$25 per employee per year based upon a three (3) session model for \_\_\_\_\_ employees.*

**Billing**

Client shall be invoiced annually at the inception of the Agreement. Any charges for additional services will be billed monthly.

Billing Contact Name: Madeline Corchado  
 Billing Contact Title: Human Resources Director  
 Billing Contact email: madeline.corchado@cpl.org (invoice by email? Y – **N**)  
 Billing contact phone: (216) 623-2892

Other Service Options:

<p><b><u>Workplace Training:</u></b> <i>On site seminars delivered by professional presenters addressing a variety of workplace issues including, but not limited to:</i></p> <ul style="list-style-type: none"> <li>▪ Compliance Training</li> <li>▪ Customer Service</li> <li>▪ Change Management</li> <li>▪ Conflict Management</li> <li>▪ Train-the-Trainer</li> <li>▪ Personal Development</li> <li>▪ Health &amp; Wellness</li> </ul> <p><i>*Includes logistics coordination, vetted presenter/Subject Matter Expert, preplanning discussion to identify scope of work and goals, handouts, and evaluations provided electronically.</i></p>	<p><i>\$300.00 per seminar*</i></p>
<p><b><u>Drug Free Workplace Training:</u></b>  <i>Onsite Training for Employees &amp; Supervisors/Managers as mandated by Ohio Bureau of Worker's Compensation for Drug-Free Workplace Compliance.</i></p> <p>Training Content includes:</p> <ul style="list-style-type: none"> <li>▪ Effects of drug/alcohol abuse in the workplace/information &amp; facts</li> <li>▪ Disease Models/signs and Symptoms associated with use</li> <li>▪ Instituting Reasonable Suspicious procedures</li> <li>▪ Referring employees to testing and treatment</li> </ul>	<p><i>\$200 per hour*</i></p>



<p><b>Organizational Development:</b> <i>Customized services to facilitate change and enhance performance.</i></p> <ul style="list-style-type: none"><li>▪ Professional Leadership Coaching</li><li>▪ Project Management</li><li>▪ Strategic Planning</li><li>▪ Mediation</li><li>▪ Organizational Assessment</li></ul> <p><i>All pricing for services are outlined/itemized through a formal proposal.</i></p>	<p><i>From \$200 per hour*</i></p>
---	--



## BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT is entered into as of March 1, 2018 by and between Cleveland Public Library, with administrative offices at 525 Superior Ave. Cleveland, OH 44114 ("Covered Entity") and The Centers for Families and Children, an Ohio nonprofit corporation, with administrative offices at 4500 Euclid Avenue, Cleveland, Ohio 44103 ("Business Associate").

### RECITALS

WHEREAS, Covered Entity and Business Associate have entered into an Agreement (as defined below) under which Business Associate provides certain services on behalf of Covered Entity;

WHEREAS, in connection with the services provided by Business Associate pursuant to the Agreement, Covered Entity may provide Business Associate with access to certain Protected Health Information (as defined below);

WHEREAS, to comply with the requirements of the Standards for Privacy of Individually Identifiable Health Information and the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time (the "Privacy Rule" and the "Security Rule", respectively), Covered Entity and the Business Associate desire to enter into this Business Associate Agreement documenting the permitted uses and disclosures of Protected Health Information (as defined below) by Business Associate and other rights and obligations of each of the parties to this Business Associate Agreement (collectively the "Parties");

NOW, THEREFORE, in consideration of the mutual promises set forth in this Business Associate Agreement and the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the Privacy and Security Rules.
  - a. Agreement. "Agreement" shall mean the Employee Assistance Program Agreement entered into as of March 1, 2018, by and between Business Associate, and Covered Entity under which Business Associate may have access to certain Protected Health Information created by or for, or maintained by, Covered Entity.
  - b. Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 of the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g) of the Privacy Rule.





- c. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103 of the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103 of the Privacy Rule.
- e. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards, and comply with the Security Rule with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Business Associate Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is or becomes known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or any of its employees, contractors, or subcontractors in violation of the requirements of this Business Associate Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Business Associate Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information (as defined in 45 C.F.R. §164.402).
- e. Business Associate agrees to report to Covered Entity (i) any actual, successful Security Incident (as defined in 45 C.F.R. §164.304) within thirty (30) days of when Business Associate becomes aware of such successful Security Incident; and (ii) any attempted, unsuccessful Security Incident of which Business Associate becomes aware, in writing, on a reasonable basis, at the written request of Covered Entity.
- f. Business Associate agrees to require, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b), that any subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate agrees in writing to the same restrictions and conditions



that apply through this Business Associate Agreement to Business Associate with respect to Protected Health Information.

- g. Within thirty (30) days of Covered Entity's request, Business Associate agrees to make available to Covered Entity or, at Covered Entity's direction, make available to Individual, access to Individual's Protected Health Information in accordance with the requirements of and to the extent required by the Privacy Rule.
  - h. Within thirty (30) days of Covered Entity's request, Business Associate agrees to make any amendment(s) to Protected Health Information as directed or agreed to by Covered Entity in accordance with the requirements of and to the extent required by the Privacy Rule.
  - i. Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary (or his or her designee) for purposes of determining Covered Entity's compliance with the Privacy Rule.
  - j. Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures that will enable Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule.
  - k. Business Associate agrees to provide to Covered Entity within thirty (30) days of Covered Entity's request, information collected in accordance with Section 2(j) of this Business Associate Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule.
  - l. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
3. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or in this Business Associate Agreement. In accordance with and to the extent required by the Privacy Rule, Business Associate will use or disclose only the minimum necessary Protected Health Information to accomplish the intended purpose of its uses or disclosures. Business Associate may not use or disclose Protected Health Information in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity. Business Associate may also use



and disclose Protected Health Information received by it in its capacity as a business associate of Covered Entity when necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided, however, in the case of a disclosure:

- a. The disclosure is required by Law; or
- b. Business Associate obtains reasonable assurances from the person to whom information is disclosed that (i) it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which disclosed and (ii) such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

4. Obligations of Covered Entity.

- a. Covered Entity will obtain from Individuals the authorizations and other permissions necessary, ***on forms supplied by ease@work***, to make the uses or disclosures of Protected Health Information required in connection with ***management referrals under the ease@work program*** or the Agreement.
- b. Covered Entity will notify Business Associate promptly in writing of any restrictions on the use or disclosure of Protected Health Information that Covered Entity has agreed to, or any changes in, or revocation of, permission by an Individual for use or disclosure of Protected Health Information, ***in each case, with respect to clients referred to Covered Entity under the ease@work program or the Agreement.***
- c. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would be impermissible under the Privacy Rule if used or disclosed by Covered Entity.

5. Term and Termination.

- a. Term. This Business Associate Agreement shall be effective as of the later of the date first written above or the date as of which the Agreement is first effective ("Effective Date"), and shall remain in effect so long as the Agreement remains in force; provided, however, Covered Entity may immediately terminate the Business Associate Agreement if Covered Entity determines that Business Associate has violated a material term, responsibility, or obligation of this Business Associate Agreement and has failed to provide satisfactory assurances to Covered Entity within thirty (30) days of notice of such violation that the violation has been cured and steps



taken to prevent its recurrence. The provisions of Section 5(b) shall survive any termination of this Business Associate Agreement.

b. Effect of Termination.

- i. Except as provided in Section 5(b)(ii) below, upon termination of this Business Associate Agreement for any reason, Business Associate shall return or destroy all Protected Health Information covered by this Business Associate Agreement. Business Associate shall retain no copies of Protected Health Information.
- ii. In the event that Business Associate reasonably determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Miscellaneous.

- a. Regulatory References. A reference in this Business Associate Agreement to a provision of a law or regulation means the provision as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as may be required for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and the regulations issued thereunder (collectively, "HIPAA").
- c. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in a manner permitting compliance with HIPAA.
- d. Governing Agreement. The terms and conditions of this Business Associate Agreement shall supersede all conflicting terms and conditions of all prior or other agreements, including the Agreement, with respect to the subject matter set forth herein.

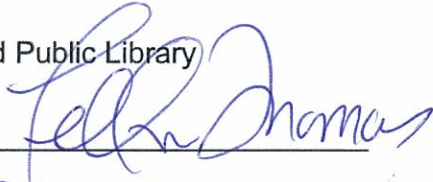


IN WITNESS WHEREOF, the parties hereto have executed this Business Associate Agreement, and it shall be incorporated into and made a part of the Agreement as of the Effective Date.

The Centers for Families and Children

Cleveland Public Library

By: 

By:  

Print: Patrick Gaul  
Title: ease@work Mgr. Account Services

Print: Felton Thomas

Title: Director

Date: 2/22/2018

Date: 2/23/18

