

**CUYAHOGA COUNTY
CUYAHOGA TAPESTRY SYSTEM OF CARE
FAMILY AND YOUTH INVOLVEMENT CONTRACT**

This contract made and entered into 1st day of April, 2012, by and between, The County of Cuyahoga Ohio ("COUNTY"), on behalf of its Division of Children and Family Services/Cuyahoga Tapestry System of Care Office ("CTSOC"), 3955 Euclid Ave., Cleveland Ohio 44115 and Catholic Charities Community Services Corporation dba St.Martin de Porres Family Center, a nonprofit corporation, with principal offices located at 1264 East 123rd St., Cleveland OH 44108 ("PROVIDER").
WITNESSETH THAT:

WHEREAS, the COUNTY, its Division of Children and Family Services/Tapestry System of Care Office and various public agency and private provider participants intend to meet the behavioral health needs of the county's multi-system, multi-need children through a unified public and private system of care that incorporates: a child and family-centered approach; family direction; individualized, comprehensive and responsive provision of services and supports; shared governance across systems, and braided funding; and

WHEREAS, the COUNTY has determined that it desires the services discussed and enumerated in **Exhibit 1**, and finds it necessary to enter into a contract with the PROVIDER for the amount not to exceed **\$449,755.00**. This will allow the PROVIDER to carry out Family and Youth Involvement services in line with the County's System of Care Initiative; and

WHEREAS, Subject to the terms and conditions set forth in this contract and attached **Exhibit 1**, this contract shall extend from April 1, 2012 through June 30, 2013, unless terminated in accordance with procedures enumerated in **Section 9** below, "Termination of Agreement".

1. DEFINITIONS: The following definitions will govern this contract:

Wraparound Service Model

Tapestry uses a "wraparound" service process that focuses on the strengths and culture of each family, resulting in a unique set of community services and natural supports. Families, along with their wraparound care coordinator, develop a team of people (the Child and Family Team) who can address each Family's individual needs with innovative and non-traditional solutions.

Tapestry's wraparound process is custom designed; while based on the National Wraparound Initiative's High Fidelity Wraparound Model, the process has been refined over the past three years to align with Cuyahoga County's needs.

Efforts to improve the quality and custom nature of Cuyahoga County's model will continue.

Care Coordination/Neighborhood Partnerships

Promoting its community-based value, Tapestry requires that care coordination agencies partner with DCFS Family to Family Neighborhood Collaboratives by cluster, to provide direct services in the neighborhoods. Tapestry System of Care envisions that a range of services – from fee-based clinical behavioral health

services to informal community supports – will be available to families in the neighborhoods in which they live. Medicaid agencies, settlement houses and community centers, neighborhood Collaboratives and community supports are expected to work together with the ASO to create a truly seamless array of needed services for children and families.

Provider Services Network

Tapestry has developed and continues to grow its Provider Services Network (PSN) administered by the ASO and accessible to all Care Coordination Partners. CCP agencies are required to use PSN providers as part of the service plan for those additional wraparound services tied to a child and family's needs. A range of services are available through the PSN; and responding agencies are encouraged to recommend that other services and providers join the PSN.

Family & Youth Involvement

In keeping with Tapestry's family driven value, Family Involvement is a critical component of Tapestry's system of care, Parents and other concerned family members are encouraged to participate in a variety of activities and supports. Care coordinators are expected to encourage such participation as part of initial and ongoing engagement. A youth-guided system of care, one that is community-based and strengths-based requires comprehensive and countywide youth involvement and development activities.

Lead Parent Advocates

Geographically or cluster- based lead parent advocates will work with a blended team of parent/youth partners to advocate, train, conduct community outreach and education activities, provide fiscal tracking, program development and evaluation oversight.

Parent/Youth Advocates

Geographically or cluster-based parent/youth advocates will work on a blended team, providing an array of activities and supports such as participation on child and family teams, planning and implementing support groups, planning and implementing family/youth activities, and identifying and linking traditional and non-traditional supports.

Cluster

A cluster consists of up to four (4) Family-to-Family Neighborhood Collaboratives with one agency acting as fiscal and program lead based on neighborhoods within a specified geographic area/district.

Wraparound Certification

Wraparound Certification will provide a mechanism for assuring a more consistent level of fidelity to the wraparound practice in Cuyahoga County.

Learning Communities

Central to training and coaching are participatory Learning Communities in which partners from a variety of system of care agencies – both neighborhood and behavioral health agencies - share insights and learn from each other about what

is working with families. All care coordination agency supervisors and care coordinators are expected to participate in training and coaching and learning communities.

Continuous Quality Improvement (CQI)

Tapestry has established a CQI program to monitor performance and track indicators and measures designed to promote Tapestry's outcomes. Tapestry's CQI program will assist providers in performance management and ensure that Cuyahoga County's investment in Tapestry is generating positive results for children and families.

Synthesis

Tapestry employs a comprehensive web-based case management, service authorization, records and fiscal management information system, which all responding agencies must be prepared to fully utilize in a way that aligns with service delivery. Synthesis allows Tapestry to do real-time tracking of services and payments. In addition, Synthesis allows Tapestry to produce a variety of reports related to service and CQI.

NOW, THEREFORE, the parties agree as follows:

2. SCOPE OF SERVICES:

Under the terms of this contract, The PROVIDER shall provide all services as set forth in **Exhibit 1** and within this contract, during the period April 1, 2012 through June 30, 2013 or as adjusted by written agreement signed by both parties, and approved.

3. CONFIDENTIALITY:

The PROVIDER agrees that they shall not use any information, systems, or records made available to them for any purpose other than to fulfill the obligations specified herein. Furthermore, unauthorized disclosure of recipient information is both a breach of contract, and a violation of Ohio Revised Code Sections 5101.27 and 5101.99. The PROVIDER specifically agrees to be bound by the standards of confidentiality that apply to the employees of the State of Ohio and Cuyahoga County. The terms of this section shall be included in any sub-contracts executed by the PROVIDER for work under this agreement. The PROVIDER specifically agrees to comply with the State and Federal confidentiality laws and regulations applicable to the programs under which this agreement is funded. The PROVIDER is responsible for obtaining copies of all applicable rules governing confidentiality and for assuring compliance with the rules by employees and PROVIDERS.

4. OWNERSHIP OF PROPERTY:

- 4.1** The COUNTY shall retain ownership of the research products resulting from the work described herein under the Scope of Services, including all data, reports, charts, graphs, and other writings. In accordance with Article 3, Confidentiality, the PROVIDER agrees to not divulge confidential information in materials developed for its educational and research purposes, including publication of scholarly articles. The PROVIDER agrees that the COUNTY shall retain rights to

use all reports, charts, graphs, and other writings developed for the COUNTY under the Scope of Services for its own internal, non-commercial purposes.

- 4.2 The PROVIDER shall lease all necessary equipment as agreed upon by and between the PROVIDER and the CTSOC. No purchasing of equipment is chargeable under this contract.

5. **TIME OF PERFORMANCE:**

The period of performance under this Agreement shall be from **April 1, 2012 through June 30, 2013**. Under these limits, the PROVIDER and the COUNTY will carry out their respective responsibilities at times mutually agreed upon.

6. **ANTI-DISCRIMINATION:**

The PROVIDER agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 or the Code of Federal Regulations, are incorporated herein to the extent binding upon the PROVIDER.

Provider certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulation including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the American with Disabilities Act, the Age Discrimination Act of 1975, as amended, the Inter-Ethnic Act, Multi-Ethnic Placement Act (MEPA), the Adoption and Safe Families Act and any laws of the United States or State of Ohio which are applicable. All services and programs will be provided on a nondiscriminatory basis as required by federal, state and local civil rights laws, and the policies and procedures of ODJFS and the county.

This includes any and all federal and state regulations and rules, including but not limited to compliance with rules adopted during the time period of this contract. If the federal or state governments promulgate rules, amendments, of any kind or type, the parties agree that they will act, and the contract must be construed, as requiring acts in compliance with all laws and regulations. During the performance of this Contract, Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, handicap, political belief or place of birth. Provider will take affirmative action to ensure that all employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, age handicap, political belief or place of birth. Such action shall include, but is not limited to, employment upgrading, demotion or transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Provider agrees not to establish or knowingly permit any such practice(s) of

discrimination or segregation in reference to anything relating to this Contract, or in reference to any network members or subcontractors of Provider. That the provider will cooperate with federal, state, and/or local governmental officials assigned to investigate allegations of violations of law. This may include the United States Department of Health and Human Services and the ODJFS Bureau of Civil Rights.

Provider agrees to comply with applicable laws, regulations, directives or codes, issued by the United States government or agency, as well as the State of Ohio or state agency.

The Provider agrees to follow all ethics laws and follow the conflict of interest policy of Cuyahoga County. The provider agrees it will provide Cuyahoga Countys' conflict of interest policy to its employees.

The Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-261(F) of the Ohio Administrative Code as it relates to this provision.

7. COMPENSATION AND METHOD OF PAYMENT:

The CTSOC will compensate the PROVIDER as follows:

7.1 See Exhibit 1, Section 4

7.2 The PROVIDER shall furnish to the COUNTY by the fifteenth (15th) day after the end of each month a Financial Report accompanied with back-up documentation describing expenditure of funds. COUNTY will not compensate PROVIDER for services submitted beyond 60 days of authorization or occurrence.

7.3 Total Compensation Allowable – The total value of this contract shall not exceed **\$449,755.00** All payments are subject to reasonableness and applicable Cuyahoga County rules concerning the availability of funds.

7.4 PROVIDER Claims: The PROVIDER warrants that claims made to the CTSOC for payment of services provided shall be for actual services rendered to eligible individuals and as outlined in this contract and do not duplicate claims made by the PROVIDER to other sources of public or private funds for the same service.

7.5 Payments: The CTSOC shall make payments required under this contract for all services rendered according to the contract. Unless otherwise provided in this contract, all reimbursements shall be made in full for services actually provided and for which there is appropriate documentation as required by this contract.

7.6 There shall be no alteration in the amount of payment or the allocation of such payment without prior notice, unless the parties have agreed to such changes in writing

7.7 Restrictions on Payment: The CTSOC shall not make payments to the PROVIDER in excess of amounts allocated to the PROVIDER in this contract, unless such payment is required under applicable law.

7.8 No payment shall be made if such payment is not permitted under applicable law.

7.9 A claim for payment under this contract may be withheld if any information or report listed below is not promptly submitted in accordance with the terms of this contract or is not available for inspection in accordance with the terms of this contract, except that payment may only be suspended until such information is furnished or access to information is permitted

7.9.1 Accurate billing information; or

7.9.2 Any report required under this contract; or

7.9.3 Evidence of insurance as required under this contract; or

7.9.4 Reasonable requests from the CTSOC staff for information, including but not limited to, fiscal or service data;

7.10 A claim for payment shall not be withheld unless the CTSOC has given the PROVIDER notice of the PROVIDER's failure to meet the requirements of this Section. Notice shall be in writing and shall specify the reason for the action and list the steps to be taken to avoid the suspension. The notice shall be received by the PROVIDER not less than ten working days prior to the withholding of payments. The PROVIDER may request an appeal per CTSOC appeal policy/procedures. Such appeal process shall delay the suspension of funds except under the following conditions:

7.10.1 Failure to provide accurate and timely reports that meet the requirements of this contract, or

7.10.2 Determination by either ODMH or a Department of Health and Human Services (State or Federal) that a program service is not in compliance with certification standards resulting in program funding being suspended

Suspensions:

7.10.2.1.1 Suspension of funds shall occur on the tenth working day following notification. If applicable

7.10.2.1.2 If a suspension of payments goes into effect, a reinstatement of payments will include the payment of funds earned by the PROVIDER for the provision of service during the period of suspension as allowed by law.

7.11 Other Methods of Payment: The CTSOC may make payments through methods other than those listed in this Contract with the written consent of the PROVIDER.

8. AVAILABILITY OF FUNDS:

8.1 This contract is conditioned upon the availability of local funds that are allocated for payment of this contract. If funds are not allocated and available for the continuance of the function performed by the PROVIDER 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 PROVIDER at the earliest possible time of any products or services that will or may be affected by a shortage of funds.

8.2 If funds are not available for the continuance of the PROVIDER's responsibilities pursuant to this Agreement, the services directly related to the performance of those responsibilities may be terminated by the PROVIDER at the end of the period for which funds are available.

9. TERMINATION OF AGREEMENT:

9.1. Cancellation:

This contract/agreement shall terminate on the date stated or after reasonable notice and opportunity to correct any substantial breach of this contract/agreement.

9.2. Violation:

This contract/agreement may be terminated for failure to meet the terms of this contract/agreement or the failure of the program to meet its stated objectives. The COUNTY will set forth in writing the violation(s) and will state the corrective action(s) required. The failure to implement the corrective action(s) may cause reimbursement to be delayed, and/or the termination of the program.

9.3 Termination:

This contract may be terminated by either party if changes in federal or state law, regulations or policy materially affect the parties' rights or responsibilities under this agreement. In such a case, the party initiating termination shall notify the other party at least 30 days prior to the proposed termination date or at the earliest possible time if 30 days notice is not feasible.

Should either party wish to terminate this contract, notice of termination 30 days prior to the effective date of termination must be delivered to the other party.

The CTSOC and the PROVIDER shall agree on a reasonable phase out of the program as condition of the termination. The termination notice should be sent to Cuyahoga Tapestry System of Care to the attention of the DCFS Director 3955 Euclid Ave., Cleveland, OH 44115 and the PROVIDER. The parties further agree that should the PROVIDER become unable to provide the services agreed to in this contract for any reason or otherwise materially breach this contract, such service as the PROVIDER has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Section 7 – COMPENSATION AND METHOD OF PAYMENT.

Neither the CTSOC nor the COUNTY shall be liable to pay to the PROVIDER any further compensation after the date of the PROVIDER's inability to complete the terms hereof, or the date of termination of this contract whichever is later, unless extended upon an agreement of the parties.

9.4 TERMINATION: 30 DAY NOTICE

Either party may terminate this Contract by giving thirty (30) days written notice to the other party. The termination may be for any reason deemed appropriate by the party issuing the written notice.

10. AUDITS/CONTINUOUS QUALITY IMPROVEMENT (CQI) PROFILE:

The CTSOC will conduct a Quarterly Continuous Quality Improvement (CQI) Profile with the PROVIDER to assess the effectiveness of the program.

10.1 Audits:

The CTSOC shall have access for the purpose of audit and examination , any books, papers, program site, staff, clients, and records of the PROVIDER that are pertinent to the activities outlined in this initiative.

10.2 Outcome Goals:

Impact to the CTSOC outcome goals will be evaluated on an annual basis.

- Improvement in family/youth functioning
- Reduced recidivism in referrals to juvenile justice
- Reduced recidivism in referrals/penetration to child welfare
- Increased efficiency & effectiveness
- Youth/family satisfaction

11. REPORTING REQUIREMENTS:

11.1 Financial Reports:

The PROVIDER shall furnish to the COUNTY by the fifteenth (15th) day after the end of each month a Financial Report accompanied with back-up documentation describing expenditure of funds. COUNTY will not compensate PROVIDER for services submitted beyond 60 days of authorization or occurrence.

11.2. The Provider agrees to conduct a yearly independent audit of this program, based upon generally accepted auditing standards, for the time period of this contract.

11.3. Provider agrees to make available to COUNTY a copy of the independent audit it receives.

11.4. If through an independent audit, it is discovered that a finding or overpayment has occurred, Provider agrees to refund to COUNTY the amount noted in the independent audit.

12. ADMINISTRATION:

12.1 The PROVIDER retains ultimate responsibility for the care and treatment of all children and families referred for service under this contract. Cuyahoga County recognizes the PROVIDER's autonomy in determining its own policies to the extent that such policies and plans are consistent with the requirements of federal and state law, and applicable COUNTY and CTSOC rules, regulations, policies and procedures

12.2 The PROVIDER shall not make material changes in the design of services under this contract that materially affect services under this contract unless the DCFS Director has been notified ninety (90) days in advance of the proposed

change and approves any such change. The CTSOC office will review the proposed change and notify the PROVIDER whether the change is acceptable within forty-five (45) days of receiving notice. The CTSOC office will not unreasonably withhold requested changes. The PROVIDER shall notify the CTSOC office of any changes in location of services to be provided under this Contract.

13. SUBCONTRACTING:

13.1 The PROVIDER may not subcontract under this contract without the explicit approval of the CTSOC office; and the PROVIDER must have binding assurances that subcontractors shall follow and be bound by applicable federal and state laws, codes and regulations, CTSOC policies, and this contract.

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

14. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT OF 1996 (HIPAA)/CONFIDENTIALITY:

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any other applicable Ohio or federal law governing protected health information, the confidentiality of alcohol and drug abuse records, or other records. Each party shall take necessary reasonable steps to comply with HIPAA and other requirements, including the following:

14.1 Entering into a business associate agreement prior to the use or disclosure of protected health information involving any child/family served under this Contract. The elements of such agreements shall conform to HIPAA requirements.

14.2 Cooperating in determining how information will be transmitted to conform to requirements related to electronic data interchange (EDI). If necessary, the parties will enter into a Trading Partner Agreement that defines the duties of the parties for EDI transmissions.

14.3 Cooperating in assessing joint security issues in order to allow the parties to conform to security requirements. If necessary, the parties will enter into appropriate agreements in accordance with HIPAA requirements, which will address joint security issues.

14.4 Adhering to any applicable provisions of 42 CFR Part 2, governing the confidentiality of alcohol and drug abuse records.

15. GRIEVANCE PROCEDURES CHILDREN AND FAMILIES:

Parents or legal guardians dissatisfied with the PROVIDER's Family and Youth Involvement services and/or programmatic decisions may appeal as follows:

15.1.1 Parents/legal guardians may submit written concerns detailing the reason for the appeal and the desired resolution to the CTSOC Care Network Manager who will review the appeal and notify the

parent/legal guardian of a decision within fifteen (15) calendar days of receipt of the material.

- 15.1.2 Parents/legal guardians dissatisfied with the decision of the CTSOC Care Network Manager may appeal to CFS Deputy Director who will review all material and notify the parent/legal guardian of a decision within thirty (30) days of receipt of the appeal of the CTSOC Care Network Manager's decision.

16. INSURANCE:

- 16.1.1 Provider must, at its own cost, maintain commercially reasonable insurance. The insurance shall protect Cuyahoga County and its employees, and any subcontractor performing work covered by the contract against claims for personal injury including accidental death, as well as for property damages which may arise from operations under the contract whether such operations be by PROVIDER or by any subcontractor or by anyone directly or indirectly employed by either of them. A Certificate of Insurance with the following minimum levels of insurance shall be submitted as follows: Comprehensive General Liability, including Public Liability: \$1,000,000 per claim and \$3,000,000 annual aggregate; Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate; Comprehensive Auto Liability: \$500,000 combined single limit coverage for passenger vehicles and \$1,000,000 for vans and buses combined single limit coverage. PROVIDER shall ensure that there is automobile liability insurance for all vehicles used to transport children/families, whether the PROVIDER or its employees and agents own such vehicles.
- 16.1.2 Subcontractor's Insurance - The PROVIDER shall either (1) require each of its subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability, Property Damage and Vehicle Liability Insurance of type and in the amounts specified above, or (2) insure the activities of the subcontractor in its own policy as specified above.
- 16.1.3 Special Provisions – The policy or policies shall contain the following special provisions: "The Company agrees that (10) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be mailed to the Cuyahoga County Office of Procurement and Diversity, 1219 Ontario, Room 110, Cleveland OH 44114.

17. MISCELLANEOUS PROVISIONS:

- 17.1** Relationship of Parties: The PROVIDER shall be and remain an independent contractor with respect to all services performed under this contract and agrees to and does accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the PROVIDER for work performed

under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or federal officials; and PROVIDER agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

17.2 Acceptance of Performance: Acceptance of performance is a condition of the contract. It shall be understood and agreed that an agent of the County shall determine finally the satisfactory quality of the services and/or materials furnished under the contract. Failure to meet performance requirements is a reason for termination of the contract and the PROVIDER shall be liable to the County for any excess cost and/or expenses incurred by the County thereafter.

17.3 Cuyahoga County Tax Status: The County of Cuyahoga is a tax-exempt No. 29 political subdivision of the State of Ohio. (Federal I.D. No. 34-6000817). Necessary tax exemption forms will be furnished to the PROVIDER when the Contract is signed.

17.4 Personal Property Taxes and Insurance Premiums: The County of Cuyahoga shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County of Cuyahoga; nor shall the County of Cuyahoga pay any insurance premiums for any coverage of any property not owned by the County of Cuyahoga Ohio; and no conditions shall alter this statement.

17.4.1 Notices: Any notices, requests, and approvals shall be made in writing and shall be deemed properly given when personally delivered or sent, postage prepaid, by certified mail:

TO: Cuyahoga Tapestry System of Care
3955 Euclid Ave.
Cleveland OH 44115

TO: PROVIDER

17.5 Assignment: The PROVIDER shall not assign, transfer, convey or otherwise dispose of this contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract without approval of the COUNTY by resolution.

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

17.7 Force Majeure: Neither party to this contract will be required to perform, or will be liable for failure to perform, its obligations hereunder that it is unable to perform due to causes which are outside of the control of the parties and could not be avoided by exercise of due care of the parties. Such causes, if creating an inability to perform obligations under this contract, may include but are not limited to riot, civil disorder, epidemic, fire, or violence of nature. In the event that a party to this contract is unable to perform its obligations as a result of the causes referenced herein, that party shall be required to notify the other

party of such cause and the party's inability to perform its obligations, as soon as reasonably practicable. In such event and regardless of this or any other provision of this contract, the PROVIDER shall be obligated to ensure the completed assumption by another entity of any of its obligations to clients of the PROVIDER arising from the provision to clients of service herein contracted. In the event one of the parties to this contract is unable to perform its obligations under this contract due to a cause described in this section, the other party shall be excused from performance of its obligations under this contract, except for the obligation to tender payment for services already rendered pursuant to this contract.

17.8 Exhibits and Attachments: The exhibits, attachments, and documents referenced are hereby incorporated as part of this Contract. Should any section of any exhibit, attachment, or document be inconsistent with any requirement of this Contract, the terms of this Contract shall control.

17.9 Governing Law: This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio; and it is subject to the review of the County Prosecutor's Office as to legal form and correctness.

17.10 Waiver: The waiver of breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.

17.11 Entire Agreement: This Contract is the entire agreement between the parties with respect to the subject matter and it supersedes any and all prior oral or written agreements with respect to the subject matter.

17.12 Indemnity: The PROVIDER agrees to indemnify and save harmless the COUNTY, its officers, agents and employees against all liability, claims, demands, losses, damages and costs arising from any act, omission by or negligence of the PROVIDER, its employees and agents while engaged in the performance of this contract.

17.13 By entering into this Contract, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by 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.

17.14 MISCELLANEOUS-ENTIRE AGREEMENT -TERMS OF RFP

All terms and conditions of this Contract are embodied herein and in the Request for Proposal ("RFP") for this service issued by Cuyahoga County. The RFP is incorporated as if fully rewritten herein. Except for the insurance requirements, the requirements of the RFP shall control over items which have not been specifically referenced in the contract. No other terms and conditions, except the RFP, will be considered a part of this Contract unless expressly agreed upon in writing and signed by both parties.

18. STATUS OF PROVIDER

Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services purchased by County/CCDCFS hereunder. Provider agrees that it is an independent contractor for all purposes including, but not exclusively limited to, the application of the Fair Labor Standards Act, the Federal Insurance Contribution Act, applicable provisions of the Internal Revenue Code, applicable provisions of Ohio Tax law, Workers Compensation Law and Unemployment Compensation Law.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

Catholic Charities Community Services
Corporation dba St.Martin de Porres Family
Center

By:

Bernadette Washington

Print

Name/Title: Bernadette Washington
Executive Director

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By:

Ed FitzGerald
Edward FitzGerald, County Executive