

CONTRACT

by and between

COUNTY OF CUYAHOGA, OHIO

And

Attevo

THIS CONTRACT ("CONTRACT") is made and entered into by and between Cuyahoga County, Ohio ("COUNTY"), and Attevo ("Attevo"), with its principal office located at One Cleveland Center, 1375 East 9<sup>th</sup> Street, Cleveland, Ohio 44114, both or either of which may hereinafter be referred to respectively as the "Parties" or a "Party"; and shall become binding on the date in which it is signed by Edward FitzGerald, Cuyahoga County Executive (the "Effective Date").

WITNESSETH:

WHEREAS, the COUNTY has a present need for professional services to assist its staff in the development and upgrading of a software system named Regional Enterprise Data Sharing System ("REDSS") and related systems pursuant to a Request for Qualifications RQ JA-12-23152 (hereinafter "RQ JA-12-23152");;

WHEREAS, Attevo has unique education, training and/or experience in the field of software programming and program development, which would uniquely fulfill the COUNTY's need for consultation in said field; and

WHEREAS, the COUNTY desires to avail itself of the advice and professional assistance of Attevo, and Attevo is willing to provide such advice and assistance to the COUNTY all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Attevo and the COUNTY agree as follows:

ARTICLE I – CONTRACT AND TERM

- 1.1 Scope of CONTRACT. During the term of this CONTRACT, Attevo shall provide the COUNTY with all services requested by the COUNTY to develop and upgrade REDSS, including consulting services for the development of the system, the coding of any modifications, enhancements, required updates, and the testing of modifications, enhancements, and updates in accordance with industry best practices ("SERVICES"). The SERVICES to be performed under this CONTRACT shall be as outlined in RQ JA-12-23152 and Attevo's PROPOSAL dated May 7, 2012, which are both hereby

Incorporated into and made part of this CONTRACT as though expressly rewritten herein.

Specific deliverables associated with the SERVICES, as well as a more detailed description thereof, are contained in the Statement of Work attached hereto as Addendum "A" and incorporated by reference herein ("SOW").

It is understood and agreed that the Articles of this CONTRACT shall govern regarding non-scope of service items should there be any variance between the language of the aforementioned proposal and the Articles of this CONTRACT.

- 1.2 Term. The initial term of this CONTRACT shall commence July 1, 2012 and continue until June 30, 2013 unless extended by the mutual consent of the Parties or unless earlier terminated in accordance with the provisions of this CONTRACT.

## ARTICLE II – Task Orders

- 2.1 Scope of Work. The SOW as defined in this CONTRACT includes SERVICES to be rendered by Attevo to COUNTY. The SOW shall be further defined by Task Orders (TO) to be approved by COUNTY on a per project basis.
- 2.2 Task Orders. Attevo is required to submit a Task Order (TO) for every specific requested project by COUNTY that falls under the purview of the SOW. A TO must include the following: a project description, projected hours, and a cost per hour. A project TO must be submitted to COUNTY on a per project basis, prior to the rendering of any SERVICES by Attevo. COUNTY reserves the right to reject any TO for any reason on a per project basis.
- 2.3 Rendering of SERVICES. In consideration for payment by CONTRACT as described in Article III below, Attevo hereby agrees to render the SERVICES as described in the SOW. Attevo may not render any SERVICES without prior approval from COUNTY.

## ARTICLE III - PAYMENT AND INVOICING

- 3.1 Payment. During the term of this CONTRACT, the County shall pay Attevo for SERVICES (Articles I, II) based on actual time spent, at the hourly rate specified in the Request for Information and price submittals submitted by Attevo, or Task Order. The total price for the entire CONTRACT is not to exceed **Eighty Five Thousand Dollars (\$85,000.00)** unless such excess amounts are otherwise pre-approved by the COUNTY. Attevo will bill monthly for work completed. ). Attevo hereby acknowledges that Attevo shall assume the risk of performing all services under this CONTRACT the fee for which would exceed the maximum amount stated above.

In the event the total fee for Attevo's SERVICES under this CONTRACT is lower than the maximum fee amount stated above, Attevo shall not be entitled to receive the maximum fee amount and shall only receive those fees actually earned for services rendered under this CONTRACT.

- 3.2 Invoicing. Attevo shall only invoice COUNTY for SERVICES rendered under this CONTRACT. Invoices will be prepared and submitted to COUNTY for payment based on the work performed since the previous invoice, all of which are subject to audit by COUNTY or others and possible revision. Such invoices shall be in a format that is recommended and acceptable to COUNTY. Each Attevo invoice shall include, in addition to amounts due to Attevo, any additional information requested by COUNTY. A copy of the invoice shall be submitted to the County Project Manager for review, and said Project Manager shall verify within fourteen (14) calendar days whether the project status indicated in the invoice is accurate. Attevo shall submit original invoice(s) to the following address:

County Executive Deputy Chief of Staff for Justice  
310 W. Lakeside Avenue, Suite 700  
Cleveland, Ohio 44113

- 3.3 All-Inclusive Price. The hourly rates set forth in the SOW are inclusive of all costs for delivery of SERVICES, including any and all travel, packaging, mailings, printing, shipment, and delivery costs. Attevo understands that the COUNTY is exempt from Federal excise tax and from all state and local taxes. The COUNTY excise tax exemption number is No. 29 political subdivision of the State of Ohio [REDACTED] State sales and use tax certificates of exemption and any other relevant exemption certificates shall be issued to Attevo on or before the Effective Date of this CONTRACT.
- 3.4 Payment Disputes. In the event COUNTY disputes the invoice for any period, COUNTY shall provide written notice explaining the disputed amount to Attevo within thirty (30) days of receiving the invoice (a "Payment Dispute Notice"). Each Payment Dispute Notice shall be resolved in the manner set forth in Article 9.1 (Dispute Resolution).

#### ARTICLE IV - INDEMNITIES AND LIABILITIES

- 4.1 Flow Down Provisions. This CONTRACT was awarded to Attevo based upon Attevo's unique qualifications, expertise and skills, and no task required to be performed under this CONTRACT by Attevo shall be acceptable to COUNTY, or subject to payment from COUNTY, unless the same is personally performed by Attevo or its permitted assigns as described herein. Attevo shall perform all services hereunder in a fiduciary, professional and efficient manner in accordance with the highest industry standards and practices applicable to the performance of such services.
- 4.2 Indemnification. Attevo hereby agrees to save harmless and indemnify the COUNTY, and its officers, employees, agents, representatives, departments, agencies, boards, commissions, and other authorities from any and all claims and liability, caused by the negligence, errors or omissions due to the activities of Attevo, their agents and/or employees and subcontractors in the performance of the SERVICES under this CONTRACT.

- 4.3 Indemnification for Infringement. Attevo warrants that COUNTY will have the full right to use the work product delivered to COUNTY and that such use will not infringe upon the rights of any third-party. In the event a claim is made against COUNTY for infringement, Attevo will defend the claim on COUNTY's behalf and indemnify and hold COUNTY harmless from all financial liability (including legal fees) provided:
- a. Attevo is promptly notified in writing (in any event, prior to any prejudice to Attevo's ability to defend such a claim),
  - b. COUNTY shall select the attorney to represent the COUNTY,;
  - c. COUNTY cooperates with Attevo; and
  - d. The claims shall not result from the combination of any Attevo work product with any other systems, hardware, or software not provided by Attevo.
- 4.4 Warranties. Attevo warrants that SERVICES are being performed by qualified personnel in a professional and an efficient manner in accordance with the highest industry standards and practices applicable to the performance of such services and will operate as intended for ninety (90) days from the date SERVICES are tested and approved by the COUNTY. If SERVICES do not meet this warranty, Attevo will perform any work not in compliance with this warranty, without charge, to bring SERVICES to the specified level. In order to obtain warranty service, the problem must be reported to Attevo within ninety (90) days of delivery of SERVICES in question.

#### ARTICLE V. INSURANCE

- 5.1 Liability Insurance. Attevo shall maintain at all times professional liability insurance with a minimum coverage of TWO MILLION DOLLARS (\$2,000,000.00) for any one incident, general commercial liability policy with the minimum coverage of TWO MILLION DOLLARS (\$2,000,000.00) for death or injury of any one person and TWO MILLION DOLLARS (\$2,000,000.00) for the death or injury of two or more persons in any one occurrence, together with TWO MILLION DOLLARS (\$2,000,000.00) for property damage in any one occurrence with an aggregate property damage of TWO MILLION DOLLARS (\$2,000,000.00) two or more occurrences. Said insurance shall be provided against all acts and omissions in any way relating to or arising under this CONTRACT. Said insurance to be placed with an insurance company authorized to do business in the State of Ohio. Attevo shall name the COUNTY as an additional insured on all insurance and shall provide evidence of such insurance upon request by COUNTY.
- 5.2 Worker's Compensation. Attevo shall secure Worker's Compensation for all of Attevo's employees as required by law. A Certificate of Compliance from the State of Ohio's Bureau of Workers' Compensation shall be provided to COUNTY upon request.

## ARTICLE VI - SOFTWARE

- 6.1 Title to Software. Attevo relinquishes any rights to and/or licensing of any parts of the REDSS software product developed by Attevo or REDSS developers and/or all REDSS development components, modifications, and enhancements provided by Attevo to COUNTY as SERVICES pursuant to CONTRACT. To the extent applicable, all software accompanying SERVICES shall be provided in a decrypted, open and modifiable format, together with any proprietary compiler used to translate the source code to machine code if COUNTY does not already have the compiler.

## ARTICLE VII. TRADE SECRETS; CONFIDENTIALITY

- 7.1 Trade Secrets. Attevo shall take all steps necessary to protect COUNTY'S trade secrets. All data dictionaries, entity relationships, database configurations, encryption passwords, forms, automated reports, or other artifacts used to access the data shall belong to COUNTY and shall be treated as a trade secret of COUNTY.
- 7.2 Confidential Information. Attevo shall treat as proprietary and confidential any and all information belonging to COUNTY, which is disclosed to Attevo in the course of performance of services under this CONTRACT (the "Confidential Information"). Attevo shall only use Confidential Information for the purposes of this CONTRACT. Attevo agrees not to disclose or reveal to any outside party or use for its own benefit, either directly or indirectly, any information which it may acquire or develop or, has acquired or developed concerning the technical or business affairs or other private or confidential matters, information, or data of COUNTY without prior written permission of COUNTY. Confidential Information shall not include information that is in the public domain. COUNTY will abide by law in granting or denying any permission for disclosure.

All data and other records, including data and records, any database, files, and data stores of COUNTY or other agencies of the State or supplied to Attevo by COUNTY or the State is and shall remain the sole property of COUNTY and the State. Attevo shall not, without COUNTY's written consent, copy or use such records except to carry out the SERVICES, and will not transfer such records to any other party not involved in the performance of this CONTRACT.

If Attevo fails to meet its obligations to protect the Confidential Information, COUNTY may seek equitable relief.

- 7.3 Survival of this Article. This entire Article shall survive the completion of the performance of the work hereunder and the termination of this CONTRACT unless COUNTY releases Attevo of its obligations through a written signed communication from COUNTY's Director of Law at an earlier date.

## ARTICLE VIII - CHANGE ORDERS AND APPROVAL PROCESS

- 8.1 Change Order. COUNTY may from time to time request changes to the work required to be performed by Attevo by providing Attevo written notice of such changes ("Change Order"). In response to a Change Order submitted by COUNTY, Attevo shall (at Attevo's expense) provide COUNTY a written statement ("Change Proposal"). This Change Proposal shall include (i) a breakdown of the charge and schedule impacts, (ii) a description of any changes to the specifications and responsibilities of the parties, (iii) a schedule for delivery and other performance obligations, and (iv), any other information related to the Change Proposal reasonably required by COUNTY. Following receipt of the Change Proposal, the parties shall negotiate in good faith to reach agreement upon a plan and schedule for implementation of the Change Order, and the time, manner and amount of payment relating thereto. If the parties fail to agree on the Change Order, pricing and terms, such disagreement shall be resolved in accordance with Section 9.1 of this Contract (Dispute Resolution). Any change order requiring, or necessitating, an increase beyond the not to exceed price limit listed in section 3.1 of this contract, or the hourly charges listed in the SOW, shall require the approval of the Deputy Chief of Staff, Justice. Attevo will not perform tasks outside the SOW unless such additional services are approved in accord with this Article 6 or a new or amended SOW.

## ARTICLE IX - DISPUTE RESOLUTION AND TERMINATION

- 9.1 Dispute Resolution. The parties agree to utilize good-faith efforts to amicably resolve any dispute, controversy, claim, or breach, arising out of or relating to this CONTRACT. In the event that an amicable resolution is not reached, the parties shall initiate a resolution of the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and a judgment on the award rendered may be entered in any court having jurisdiction thereof. Dispute resolution shall be initiated with AAA within thirty (30) days of the date the parties determined they could not resolve the dispute independent of this process.

9.2 Termination

**A. Termination by COUNTY**

This CONTRACT may be terminated by COUNTY for convenience at its sole discretion upon written notice to Attevo. In case of such termination, the compensation to be paid Attevo by COUNTY shall be determined by COUNTY on the basis of work completed and usable data available to COUNTY.

**B. Termination by Attevo**

Attevo may terminate this CONTRACT upon written notice to COUNTY if COUNTY materially defaults in the performance of any of its material covenants, agreements or obligations hereunder, and such default continues for thirty (30) days after written notice of such default or breach from Attevo. In case of such termination, the compensation to be paid Attevo by COUNTY shall be determined by COUNTY on the basis of work completed and usable data available to COUNTY.

- 9.3 Survival. The provisions of this Article shall survive the termination or expiration of this CONTRACT.

ARTICLE X. PUBLIC RECORDS

- 10.1 Public Records. Attevo acknowledges and agrees that as a political subdivision, COUNTY is subject to the requirements of the Ohio Public Records Law. When Attevo submits documents and/or information that properly and legally qualifies as a trade secret under Ohio law, Attevo must segregate all protected information and/or documents submitted to COUNTY and conspicuously mark each page as "CONFIDENTIAL – TRADE SECRET." This Article shall survive the completion of the performance of the work hereunder and the termination of this CONTRACT.

ARTICLE XI - MISCELLANEOUS

- 11.1 Schedules Incorporated by Reference. The following Schedules are attached hereto and are incorporated herein:

Schedule A: Request for Information Response by Attevo  
Schedule B: Price Submittals

- 11.2 Intellectual Property Rights. Attevo hereby agrees that there will be no charge to COUNTY for any patent, copyright, or any other intellectual property rights which it controls and which may be involved in the work under this CONTRACT unless such charges have been specified and included in the fees enumerated in Article 2 of this CONTRACT. Attevo shall advise COUNTY, in writing, of any process or patent rights which are not held or controlled by Attevo, but which in Attevo's opinion may be involved in the work contemplated herein.

- 11.3 Agreement to Remain in Compliance with Certifications, Representations, and Warranties as Continuing Commitments/Verification. Attevo shall ensure that all of its certifications, representations, and warranties under this CONTRACT shall remain true throughout the duration of the CONTRACT T as if they are continuing commitments, and it shall immediately notify COUNTY in writing in the event that any of the certifications, representations, and warranties ceases to be true. At its sole discretion, COUNTY has the unequivocal right to review and audit Attevo's continuing certifications, representations, and warranties.

During the performance of this CONTRACT, Attevo agrees to itself, its assignees, sub-consultants, and successors in interest to comply with all applicable laws, resolutions, regulations and/or policies of COUNTY, relative to equal employment, affirmation action and Small/Women/Minority Business Enterprise requirements which are herein incorporated by reference and made a part of this CONTRACT. Failure to comply with any of the aforementioned laws, resolutions, regulations and/or policies may result in the termination of this CONTRACT.

Attevo warrants and represents that it has not employed or retained any company, firm or person, other than a bona fide employee working for the Attevo, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working for Attevo, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, COUNTY shall have the right to annul this CONTRACT without liability or in its discretion to deduct from the CONTRACT fee or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, brokerage fee, or contingent fee

- 11.4 Relationship of Parties. Attevo is performing pursuant to this CONTRACT as an independent contractor. Attevo has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this CONTRACT, except as otherwise agreed upon by the parties. Nothing set forth in this CONTRACT shall be construed to create the relationship of principal and agent between Attevo and COUNTY. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or its affiliates or in any manner assume or create any obligation on behalf of, or in the name of the other party or its affiliates.
- 11.5 Record Audit Retention. Attevo agrees to make all pertinent contractual books and records and other documents pertaining to this CONTRACT available to COUNTY and its designated agents for purpose of audit and examination upon reasonable request and prior notice, once per calendar year, during the term of this CONTRACT and for a period of two (2) years from the expiration date or final payment under this CONTRACT, whichever is later; provided however, that should Attevo be notified that an audit has been commenced pursuant to Ohio Revised Code §117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

- 11.6 Compliance with Digital Imaging and Electronic Standards. Where applicable, Attevo is aware that the system developed and upgraded under this CONTRACT has replaced an existing aged digital records system; and Attevo represents and warrants that the system will continue to comply with all digital imaging and electronic records standards in order to preserve the admissibility of such records in all judicial, administrative and auditing proceedings. Attevo further expressly warrants that the audit trails and security configuration of the databases and servers will remain in compliance with all Federal and State laws and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996; the Electronic Signatures in Global and National Commerce Act of 2000 (S.761); the U.S. Department of Health and Human Services Regulations contained in 21 CFR Part 11; the Ohio Electronic Records and Signatures Act of 2000 (Sub. H.B. 488), O.R.C. Section 1306.01 et seq.; the final Ohio Department of Administrative Services "111" rules; and, the Ohio Rules of Evidence, Federal Criminal Justice Information Services (CJIS) and State of Ohio Law Enforcement Automate Data System (LEADS) rules and regulations.
- 11.7 Force Majeure. Neither party will be liable to the other party hereunder or be deemed to be in breach of this CONTRACT for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, acts of the government, the other party hereto, or third parties (excluding subcontractors or agents), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.
- 11.8 Notices. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. All notices that may be proper or necessary to be served, shall be sent to the following addresses, or to such other address as either party may designate for such purpose.

To the County: County Executive Deputy Chief of Staff for Justice  
310 W. Lakeside Avenue, Suite 700  
Cleveland, Ohio 44113

With a copy to: Attn: Cuyahoga County Director of Law  
Cuyahoga County Department of Law  
1219 Ontario Street, 4<sup>th</sup> Floor  
Cleveland, Ohio 44113

To Attevo: Attevo  
ATTN: Kindra Helm  
One Cleveland Center  
1375 East 9<sup>th</sup> Street  
Cleveland, Ohio 44114

- 11.9 Severability. If, and only to the extent that, any provision of this CONTRACT is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this CONTRACT shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this CONTRACT is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.
- 11.10 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.
- 11.11 Survival of Terms. Termination or expiration of this CONTRACT for any reason shall not release either party from any liabilities or obligations set forth in this CONTRACT which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- 11.12 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and they shall not have any effect upon the interpretation or meaning of any provision hereof.
- 11.13 Governing Law. This CONTRACT will be governed by the laws of the State of Ohio, without reference to the principles of conflicts of law. Any suit arising from or relating to this CONTRACT shall be instituted in a state or federal court in Cuyahoga County, Ohio, and the parties hereby agree to submit to the venue and personal jurisdiction of any such court. The CONTRACT is subject to the review of the County Prosecutor's Office as to legal form and correctness.
- 11.14 Security Standards. Attevo agrees to maintain security standards consistent with the security of the Cuyahoga County Department of Public Safety and Justice Services. This includes strict control of access to data and maintenance of confidentiality gained while performing its duties. Attevo agrees to consider all knowledge gained from access to REDSS applications, systems and programs as proprietary information supplied in the strictest confidence and shall release it only to authorized employees/agents requiring such information, shall not release or disclose it to any other party or use it for manufacture or any other purposes except as required under this contract, without the expressed written approval of the Deputy Chief of Staff, Justice. The term "confidential information" shall mean any device, process, method or technique originated by or

peculiarly within the knowledge of COUNTY and its representatives, employees, and those in privy with it, which is not available to the public and is subject to protection as property under recognized principles.

- 11.15 Compliance with Law. Attevo shall comply with all Federal, COUNTY, State and municipal laws, ordinances, resolutions and policies applicable to the work to be done under this CONTRACT. Attevo shall obtain Federal, State, COUNTY and/or local licenses; permits and/or clearances necessary to fulfill their obligations of this CONTRACT. Attevo shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby 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 Attevo 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 said Attevo also agrees to indemnify and save harmless COUNTY from such contributions or taxes or liability.
- 11.16 Prohibition on Assignment. Attevo may not assign, directly or indirectly, all or part of its rights or obligations under this CONTRACT without the prior written consent of COUNTY.
- 11.17 Contract Processing. Attevo shall submit four (4) original CONTRACTS with original signatures to the following:

County Executive Deputy Chief of Staff for Justice  
310 W. Lakeside Avenue, Suite 700  
Cleveland, Ohio 44113

- 11.18 Commencement of Contract Performance. In order to protect the interest of COUNTY this CONTRACT must be executed by the County Executive before compensation, SERVICES or products set forth in this CONTRACT can be provided. In the event SERVICES are provided by Attevo prior to the execution of this CONTRACT by the County Executive, the same will be provided at Attevo's risk, and payment therefore cannot, and will not, be made unless and until this CONTRACT is approved by the County Executive. Upon approval by the County Executive of this CONTRACT, however, any and all prior performance under this CONTRACT shall be deemed ratified and said performance shall be deemed to be included in this CONTRACT. Payment(s) for said prior performance shall not increase the amount of the CONTRACT limit.
- 11.19 Entire CONTRACT and Modification. This CONTRACT, including any Schedules and documents referred to in this CONTRACT or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written

representations, understandings or agreements relating to this CONTRACT which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

11.20 No Indemnity. Attevo acknowledges that as an Ohio political subdivision, COUNTY is prohibited by law from agreeing to indemnify any person or entity, and agrees that no Article of this CONTRACT or any other contract or agreement between Attevo and COUNTY may be interpreted to obligate COUNTY to indemnify or defend Attevo or any other party.

11.21 Findings for Recovery. Attevo represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this CONTRACT is void ab initio, and Attevo must immediately repay to COUNTY any funds paid under this CONTRACT and must make COUNTY whole for any damages sustained by COUNTY.

11.22 Declaration of Material Assistance. Attevo represents and warrants that it has not provided any material assistance as that term is defined in Ohio Revised Code Section 2909.33(c), to any organization identified by and included on the United States Department of State Terrorist Exclusion list. Attevo further represents and warrants that either (1) it does not meet the monetary threshold under Ohio law to be required to complete and submit a Declaration of Material Assistance ("DMA") form in connection with this transaction; (2) it is not required to submit a DMA form under Ohio law because it is certified with the State of Ohio's Office of Budget and Management and its certification is current and up-to-date; or (3) it has completed a current DMA form with an answer of "no" to all questions and submitted it to COUNTY in connection with this CONTRACT. If any of these representations and warranties is found to be false, this CONTRACT is void ab initio, and ATTEVO shall immediately repay to COUNTY any funds paid under this CONTRACT.

It is Attevo's responsibility to ensure compliance with the DMA requirements, including monitoring the threshold of its business with COUNTY and filing all required forms with COUNTY as required by law. Information regarding these forms and requirements may be found on the Ohio Homeland Security website at:  
[http://homelandsecurity/ohio.gov/dma/dma\\_forms.asp](http://homelandsecurity/ohio.gov/dma/dma_forms.asp).

11.23 Apparent Authority. This CONTRACT has been properly authorized by COUNTY and Attevo. The individuals signing on behalf of the parties to this CONTRACT are authorized to execute this CONTRACT on behalf of COUNTY and Attevo. Attevo

recognizes and agrees that no public official or employee of COUNTY may be deemed to have apparent authority to bind COUNTY to any contractual obligations not properly authorized pursuant to COUNTY'S Contracting and Purchasing Procedures.

- 11.24 Applicable COUNTY Ordinances. All COUNTY contracts, including this CONTRACT, are subject to all applicable COUNTY ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance. Copies of all COUNTY ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

## ARTICLE XII. ELECTRONIC SIGNATURE

BY ENTERING INTO THIS CONTRACT ATTEVO AGREES 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. ATTEVO ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY 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 TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, COUNTY and Attevo have each caused this CONTRACT to be signed and delivered by its duly authorized representative as of the date first written above.

Attevo

By: 

Name: Kindra Helmer C. Davis-Snyder  
Title: Director CEO

THE COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: 

2012-09-10 09:35:12

Name: Edward FitzGerald  
Title: Cuyahoga County Executive

The \_\_\_\_\_ 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 into this AGREEMENT to the extent binding upon the \_\_\_\_\_.

**IX. COMPLIANCE WITH THE LAW**

Performance under this AGREEMENT shall be in compliance with all applicable Federal, State and County laws, regulations, circulars, rules, and ordinances.

**X. PROTECTION OF CONFIDENTIAL INFORMATION**

This AGREEMENT including the Attachment and Exhibit may contain confidential information that should not be disclosed. Any party reviewing requests for information concerning this AGREEMENT under the Ohio Public Records Law or the Freedom of Information Act must consult with the Cuyahoga County Director of Law before releasing or reproducing confidential information. This section is not meant to encourage non-compliance with the Ohio Public Records Law.

**XI. ENTIRE AGREEMENT**

This AGREEMENT constitutes the full and complete understanding between the parties concerning the \_\_\_\_\_. This AGREEMENT shall be not be amended except by a written instrument signed by both parties in accordance with law.

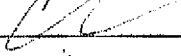
The parties further agree:

By entering into this AGREEMENT, I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY and the \_\_\_\_\_ have executed and delivered this AGREEMENT as of the date first above written.

County of Cuyahoga, Ohio:

By: \_\_\_\_\_  
Edward FitzGerald, County Executive

By:  \_\_\_\_\_  
C. David Sawyer, CEO