

## **Contract**

**THIS CONTRACT** (the "Contract") is made this \_\_\_\_ day of \_\_\_\_, 2013, by and between **CUYAHOGA COUNTY, Ohio** on behalf of its **Division of Children and Family Services**, for its **Cuyahoga Tapestry System of Care** (the "County" or "CCDCFS" or "CTSOC") and **Case Western Reserve University** (the "University"), with offices at 10900 Euclid Ave., Cleveland, Ohio 44106.

### **RECITALS**

**WHEREAS**, the County issued a Request for Proposal (RFP #25639) for the selection of an entity to assist CCDCFS with evaluating the Tapestry System of Care Initiative ("the Project"); and

**WHEREAS**, the County 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 CCDCFS finds it necessary to enter into a Contract with the University to allow the University to carry out evaluation services to support the County's Tapestry System of Care Initiative; and

**WHEREAS**, University submitted a proposal to perform the Project, a copy of which is attached hereto as Exhibit A, including any modifications (the "Proposal"); and

**WHEREAS**, University was found by CCDCFS to be qualified to perform the Project and the Proposal has been accepted by the County.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CCDCFS and University hereby agree as follows:

### **ARTICLE 1.**

#### **AGREEMENT, TERM, PERFORMANCE**

**1.1. Agreement.** By execution of this Contract, CCDCFS agrees to purchase from University and University agrees to provide to CCDCFS those services described in the Proposal, in accordance with the terms of this Contract. In the event of a conflict between any provision of this Contract and RFP, and any provision in the Proposal, the terms and conditions of this Contract or RFP shall control.

**1.2. Term.** The term of this Contract (the "Term") shall commence on **September 1,**

2013 (the "Effective Date") and end on August 31, 2015 (the "Completion Date"). In the event University is, for any reason, unable to start the work described herein on the Effective Date, then the University shall immediately notify the CCDCFS Administrator or the CCDCFS's designee (the "Project Manager"). The Term is subject to prior termination in accordance with Article 5 and other applicable sections.

1.3. **Satisfactory Performance of Duties.** Notwithstanding any other provision of this Contract, this Contract shall continue only for such time as the services rendered by University are satisfactory to the CCDCFS, in its sole discretion.

1.4. **Changes in personnel.** Any and all changes, substitutions, or replacements to the personnel, their assignments or classifications shall be made with the prior review and written approval by the County.

#### End of Article 1

### **ARTICLE 2.** **SCOPE of WORK**

2.1 **Generally.** University acknowledges that the Project is to assist CCDCFS in providing evaluation services as described in the RFP and Section II of the Proposal.

2.2 **Definitions/Description of Terms.** The following definitions and description of terms will govern this contract:

2.2.1 **Description of Wraparound Services:** "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.

2.2.2 **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 Administrative Services Organization (ASO) to create a truly seamless array of needed services for children and families.

2.2.3 **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). CCP agencies are required to use PSN Providers as part of the service plan for those additional wraparound services tied to a child's 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. (N.B. While part of Tapestry System of Care, PSN services are separately administered and are not included in this contract.)

**2.2.4 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. Parent representatives are involved on all Tapestry planning committees. Family and youth activities are held at various Neighborhood Collaboratives. The Parent Advisory Council assists in recruiting, training and supporting parents in peer-to-peer activities within their own neighborhoods; and works to decrease the parent's perception of isolation in their own community. A youth-guided system of care, one that is community-based and strengths-based requires comprehensive and countywide youth involvement and development activities. A Youth Advisory Council, consisting of Tapestry youth from various neighborhoods, assists in the planning and implementation of youth development activities.

**2.2.5 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.

**2.2.6 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.

**2.2.7 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.

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

**2.2.9 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.

**2.2.10 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. CQI measures may vary and will be determined by the ASO and contractually negotiated.

**2.2.11 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

**2.3 Scope of Work.** University shall perform the Project in accordance with Section II of the Proposal, Methodology and Project Management and attachment B to this Contract.

**2.4 Deliverables.** Upon completion of the Project, and on or before the Completion Date, University shall provide the deliverables as set forth in Section II of the Proposal.

**2.5 Access to Information/Confidentiality.** The University 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 5101.131, 5153.17, 5101.27 and 5101.99. The University 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 University for Work under this agreement. The University specifically agrees to comply with the State and Federal confidentiality laws and regulations applicable to the programs under which this agreement is funded. The University is responsible for obtaining copies of all applicable rules governing confidentiality and for assuring compliance with the rules by employees and providers.

**2.6 Times of Performance.** To the extent that the performance of this Contract requires University to be at the County's designated office, University shall have access to same on any Business Day (as defined below). All other Project services required to be performed may be performed at such times determined to be appropriate by University. University shall devote the required time, ability, and attention to the duties set forth herein in order to complete the Project pursuant to the terms of this Contract. For purposes of the Contract, "Business Day" means between the hours of 8:30 a.m. and 4:30 p.m. on any day the County's offices are not authorized or required to be closed for business; any reference herein to "day" or "days" rather than "Business Day" shall mean a calendar day.

**2.7 Subcontracting.** No portion of the Project may be subcontracted by University absent the written consent of the Project Manager, and the University must have binding assurances that subcontractors shall follow and be bound by applicable federal and state laws, codes and regulations, Tapestry policies, and this contract. The University shall notify the Tapestry office no later than seven (7) working days of the execution of each subcontract or each amendment, modification, or termination; and shall provide the Tapestry office with a copy of each subcontract, amendment, modification or termination.

**2.8 Work Space.** At the commencement of this Contract, University shall have the option to utilize furnished work and office space at a location designated by the CCDCFS. University shall also be permitted to work from a home office.

#### End of Article 2

### ARTICLE 3. COMPENSATION

**3.1 Compensation.** In consideration of University performing the Project as set forth herein, University shall receive compensation under this Contract in accordance with this Exhibit B to this Contract in an amount not-to-exceed \$297,143.87 (Two Hundred Ninety-seven Thousand One Hundred Forty-three Dollars and Eighty-seven Cents) (the "Compensation"). The time frames and payment schedule outlined in Exhibit B supersedes the payment projections contained in the Proposal Section IV, entitled "Pricing," as well as any other conflicting

provisions in the Proposal. The Compensation is inclusive of all services described in the Proposal, including travel and out-of-pocket expenses.

3.2 **Rate of Compensation.** During the Term, the CCDCFS shall pay University based on actual time devoted to the Project in accordance with Exhibit B; as long as the services provided are satisfactory to CCDCFS, in its sole discretion.

3.3 **Invoicing.** University shall invoice the County quarterly (an "Invoice"), for Project services performed during the period shown on such invoice. County agrees to notify University within 10 Business Days of receipt of an Invoice in the event the Fiscal Officer or Project Manager determines additional information is required to approve an Invoice. University agrees to provide the County such additional information as the County may reasonably request to justify the hours and charges shown on an Invoice for the purposes of approving same. The County reserves the right to reject any Invoice in the event such requested information is not provided.

3.4 **Payment.** The County shall endeavor to pay any approved Invoice within 30 days of its approval.

3.5 **Maximum Dollar Amount.** The amounts paid under this Contract may not exceed \$297,143.87, which is considered the "Maximum Dollar Amount" of the Contract. This Contract shall not be construed as a guarantee by CCDCFS that University will be paid the Maximum Dollar Amount.

3.6 **Time Period for Invoicing.** All invoices must be provided to CCDCFS on or before the 15th day of the month following the quarterly delivery of the service. Invoices received after that date may, in the discretion of CCDCFS be denied, as untimely. In no event may an invoice be submitted sixteen days or after, following the "Completion Date."

3.7 The University will be reimbursed for those expenditures included in the approved budget. Re-budgeting across line items is permitted up to 10% per line item. Any adjustment exceeding 10% must be approved by CCDCFS. The University will attach proper documentation, which details the expenditures, contains a brief description of the services, and states the time period covered and the amount billed on official University letterhead. CCDCFS may withhold reimbursements if the University has been notified of non-compliance status with Federal, State and/or Cuyahoga County requirements, regulations and conditions.

#### **End of Article 3**

### **ARTICLE 4.**

#### **ADDITIONAL REPRESENTATION AND COVENANTS OF UNIVERSITY**

4.1 **Status of University.** The relationship of University to the County shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. University will be solely responsible for reporting, withholding and/or paying all employment-related taxes, payments and/or withholdings, including, but not limited to federal, state, and local income taxes, social security, Medicare, unemployment or disability insurance and Worker's Compensation Insurance.

4.2 **Prior Agreements.** University represents that it has disclosed to the Project Manager any employment agreements and/or any other agreements which impose any restrictions on University in performance of the Project. University represents that he is under

no obligation which in any manner may prohibit and/or restrict his authority to sign this Contract and/or to perform the Project.

#### **4.3 Confidential Information.**

**4.3.1** The UNIVERSITY shall also treat as proprietary and confidential any and all information belonging to COUNTY, which is disclosed to UNIVERSITY in the course of performance of Services under this Contract (the "Confidential Information"). Provider shall only use Confidential Information for the purposes of this Contract. Provider 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. COUNTY will abide by law in granting or denying any permission for disclosure. Confidential Information shall not include information that is in the public domain.

**4.3.2 Third-Party Information.** University represents that he/she has not disclosed and will not disclose any confidential and proprietary information belonging to a third party, without first obtaining the written consent from the third party and the Project Manager.

#### **4.4 Ownership of Data.**

The UNIVERSITY shall retain ownership of any proprietary research products related to the evaluation work described under the Scope of Services. The UNIVERSITY agrees that the COUNTY shall retain ownership of all data and 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. THE COUNTY shall own any products produced for the COUNTY as a result of the technical assistance or consulting portions of this agreement.

In accordance with Section 4.3, **Confidential Information**, the UNIVERSITY agrees not to divulge County's Confidential Information in materials developed for its educational and research purposes, including publication of scholarly articles. The UNIVERSITY shall be free to use the data and conclusions of the research for its own teaching, research, educational and publication purposes, except as noted below. The UNIVERSITY agrees to submit to the COUNTY a copy of any proposed publication resulting from the research at least thirty (30) days prior to submission and agrees to incorporate the COUNTY's recommendations and edits when appropriate (within the thirty (30) day period). If no comments are received from the COUNTY within this thirty (30) day period, it is agreed that the publication can proceed without delay. If the COUNTY determines that the publication contains patentable subject matter that requires protection, the COUNTY may require the delay of the publication for a reasonable period of time so the COUNTY may pursue such protection; such delay, however, shall not be imposed on the filing of any student thesis or dissertation.

**4.5 Liability, Releases, Defense, and Indemnification.** The UNIVERSITY shall indemnify and save the COUNTY and its officials, officers, employees, agents, representatives, departments, agencies, boards, commissions and other authorities harmless from suits or actions of every nature and description brought against the COUNTY for or on account of any injuries or damages received or sustained by a party (or parties) from (i) any negligent acts of the UNIVERSITY, its' officials, owners, members, shareholders, officers, representatives, agents, and/or employees and subcontractors, or servants that arises out of the performance of the Services contemplated hereunder and (ii) any breach of the representations and warranties set forth herein.

The UNIVERSITY acknowledges that as an Ohio political subdivision, COUNTY is prohibited by law from agreeing to indemnify any person or entity, and agrees that no Section of this Contract or any other contract or agreement between the

UNIVERSITY and COUNTY may be interpreted to obligate COUNTY to indemnify or defend UNIVERSITY or any other party.

**4.6 Insurance.** University shall have in effect during the term of the contract comprehensive auto and general liability insurance naming Cuyahoga County and its employees as co-insured or additional insured. 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 contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The University shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

**4.6.1 Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

**4.6.2 Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

**4.6.3 Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

**4.6.4 Umbrella/Excess Liability Insurance with limits of liability not less than:**

\$5,000,000 each occurrence  
\$5,000,000 general aggregate  
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

#### **4.7 Insurance Coverage Terms and Conditions**

**4.7.1** The insurance policies of the Contractor required for this contract shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:  
Thirty (30) days prior notice of cancellation or material change;

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A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

**4.7.2** The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

**4.7.3** These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

**4.8** University shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

**4.9** The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

**4.10** If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

**4.11** The University shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.



**4.12 Subcontractor's Insurance (If applicable).** The University 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.

**4.13 Coverage Term.** Coverage needs to be in force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by the County at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

**4.14** Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

**4.15** In the event University fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

**4.16** 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.

End of Article 4

## **ARTICLE 5.** **TERMINATION**

**5.1 Termination for Cause.** If University breaches or habitually neglects the duties required to be performed under this Contract, the CCDCFS, in its sole discretion, may immediately terminate this Contract by giving written notice of termination to University without prejudice as to any other remedy to which the County may be entitled either at law, in equity, or under this Contract.

**5.2 Termination for Convenience.** Either party, by thirty (30) days written notice to the other, may terminate this Contract at any time for any reason.

**5.3 Option to Terminate If University Permanently Disabled.** If University becomes temporarily or permanently disabled such that, in the CCDCFS's reasonable discretion, University will be unable to complete the Project by the Completion Date, the CCDCFS may terminate this Contract by giving written notice of termination to University.

**5.4 Effect of Termination on Compensation.** In the event this Contract is terminated in accordance with this Article 5, University shall be entitled to compensation earned for completion of any portion of the Project prior to the date of termination in accordance with Article 3. In such event, University shall be entitled to no further compensation.

End of Article 5

**ARTICLE 6**  
**GENERAL PROVISIONS**

**6.1 Public Comment.** University acknowledges that he/she has been expressly advised and agrees that the CCDCFS or, if so designated by the CCDCFS, the Project Manager is the official spokesperson for the CCDCFS before the public and news media. Therefore, any invitations to comment publicly regarding any matter which pertains to the Project or other business of the CCDCFS shall be declined and referred to the Project Manager.

**6.2 Notices.** Any notice to be given under this Contract by either party to the other may be effected either by personal delivery in writing or by certified mail, postage prepaid, returned receipt requested. 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. Mailed notices shall be addressed to the parties at the addresses appearing below; either party may designate a different address upon written notice to the other party in accordance with this Section 6.2.

**To the CCDCFS:** Cuyahoga County Division of Children & Fam. Serv.  
3955 Euclid Avenue  
Cleveland, Ohio 44115  
Attn: Administrator

**Copy to:** Cuyahoga County Prosecutor's Office  
1200 Ontario Street  
Justice Center, 8<sup>th</sup> Floor  
Cleveland, Ohio 44113  
Attn: Chief, Civil Division

**To University:** Case Western Reserve University  
10900 Euclid Ave.  
Cleveland, Ohio 44106  
Attn: Daniel Flannery, PhD

**6.3 Amendments.** This Contract may not be amended or supplemented except by a writing executed by the County and the University.

**6.4 Laws Governing Contract/Forum.**

**6.4.1 Governing Law and Jurisdiction.** This Contract shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. University hereby agrees not to challenge any provision in this contract, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

**6.4.2** This Contract is subject to all applicable County ordinances, including, but not limited to: i) the Cuyahoga County Ethics Ordinance, ii) the Cuyahoga County Inspector General Ordinance, and iii) the Cuyahoga County Board of Control, Contracting and Purchasing Ordinance (the "County Ordinances"). Contractor shall comply with all County Ordinances as an

integral part of this Contract. Copies of all County Ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

**6.5 Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall pay their own attorneys' fees and costs.

**6.6 Expense Reimbursement.** There are no expenses for which University will be reimbursed, except for expenses specifically referenced within Exhibit B to the Contract.

**6.7 Entire Agreement.** This Contract supersedes all other oral and written agreements between the parties and this Contract contains all of the covenants and agreements between the parties.

**6.8 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.

**6.9 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:

**6.10** Entering into a business associate agreement or other appropriate 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.

**6.11** 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 or other appropriate agreement that defines the duties of the parties for EDI transmissions.

**6.12** 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.

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

**6.14 Other Terms and Conditions:** University shall comply with the Terms and Conditions section contained in the RFP.

**6.15** University will maintain workers compensation insurance valid in the State of Ohio and, if requested, provide CCDCFS a copy of the state certification or license.

**6.16 Background Check/Drug Testing.** The County may require University employees or agents to undergo a criminal background check, including fingerprinting, and drug testing.

**6.17 No Indemnification by County.** University acknowledges that as an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this Contract or any other contract or agreement between University and the County may be interpreted to obligate the County to indemnify or defend University or any other party.

**6.18 No Apparent Authority/Proper Approvals.** University recognizes and agrees that no public official or employee of Cuyahoga County may be deemed to have apparent

authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures Ordinance.

**6.19 Parties Bound and Benefited.** This Contract shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.

**6.20 Non-Waiver.** The County's failure to require performance of any provision of this Contract, or if it requires performance and does not follow through, shall not affect the County's right to require performance at any time thereafter. Additionally, the County's waiver of any breach or default of this Contract shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.

**6.21 Contract Interpretation and Construction.** In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the provisions of this Contract.

**6.22 Counterparts and Facsimile/Electronic Execution.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

**6.23 Public Records.** All parties hereto acknowledge that County is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.

**6.24 Electronic Signatures.** - By entering into this Contract, the University agrees on behalf of the contracting 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 the signature was manually affixed to a paper version of the document. The University also agrees 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

**End of Article 6**

{signature page follows.}

IN WITNESS WHEREOF, the Parties have each caused their duly authorized representatives to execute this Contract as of the date set forth below.

**CUYAHOGA COUNTY, OHIO**

Edward FitzGerald, County Executive

By: Edward FitzGerald Date: 8-2-13  
Edward FitzGerald, County Executive

**CASE WESTERN RESERVE UNIVERSITY**

Diane Domanovics

By: Diane Domanovics  
Assistant VP for Research

Date: 8-2-13

John Sideras

By: John Sideras  
Senior VP for Finance & CFO

Date: 8-2-13

