

CUYAHOGA COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CONTRACT FOR
EVIDENCE-BASED FAMILY FOCUSED
PARENTING SERVICES

THIS CONTRACT is effective this 1st day of March, 2014, and is by and between Cuyahoga County, Ohio on behalf of its Department of Job and Family Services which may be identified as the Department of Children and Family Services, a governmental agency (hereinafter referred to as "CCDCFS" or "County") and a provider of services, which may include, EVIDENCE-BASED FAMILY FOCUSED PARENTING SERVICES identified as: Beechbrook (a private, not for-profit organization hereinafter referred to as "Provider").

WITNESSETH

WHEREAS, CCDCFS is charged under Ohio Revised Code Chapter 5153 with the responsibility of the administration of child welfare, subject to the rules and standards of the Ohio Department of Jobs and Family Services (ODJFS); and

WHEREAS, CCDCFS is charged under Ohio Revised Code Chapter 5153 with entering into contracts, within or outside the county or state, to provide care which the CCDCFS determines is in the best interest of any child determined to be in need of public care service; and

WHEREAS, the Provider is engaged in furnishing services to children and family, who are, or are at risk of, becoming involved with the child welfare system; and

WHEREAS, the parties to this contract understand the importance of the Adoption and Safe Families Act (ASFA), codified at 42 U.S.C. 1305, et seq., and the parties desire to satisfy the outcomes developed by the federal and state agencies responsible for implementation of ASFA; and

WHEREAS, the parties to this Contract understand the importance of the Family to Family concepts, as advocated by the Casey Foundation and agree to support the implementation of the Family to Family concepts; and

WHEREAS, the Provider supports the provision of culturally appropriate services; and

WHEREAS, a Request for Proposal (RFP# 29004) was issued and Provider was selected from among the entities responding to the Request for Proposal; and

WHEREAS, CCDCFS wishes to purchase such services to this contract from the Provider.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, CCDCFS and the Provider agree as follows:

1. PURCHASE OF SERVICES

Subject to the terms and conditions set forth in this Contract, the Provider agrees to furnish, and the CCDCFS agrees to purchase those services as delineated in Section 5, for children and families who are referred and authorized by Cuyahoga County Department of Children and Family Services in the manner set forth in Section 4. Services which have not been included in this Contract shall be separately purchased if approved by CCDCFS. Provider agrees to provide services for children and families consistent with current state and federal laws, federal and state regulations, and the CCDCFS's policies and procedures, in effect prior to the date of this contract, February 1, 2014.

2. TERMS & CONTRACT PERIOD

A. Term and Maximum Dollar Amount. This Contract will be effective for a period commencing **March 1, 2014 through February 28, 2015**, both inclusive, unless otherwise terminated, at an amount not to exceed the following amount which shall be identified as the "Maximum Dollar Amount." The Maximum Dollar Amount is **\$55,317.36**. The total Maximum Dollar Amount is the maximum liability of CCDCFS for services under this Contract, provided that this amount is appropriated and certified as available.

B. No Guarantee of Referral. Nothing in this Contract shall be construed as a guarantee by CCDCFS that CCDCFS will make referrals to the Provider, at all or at a level that would result in the Provider earning the Maximum Dollar Amount. CCDCFS will pay Provider for, and Provider shall be entitled to receive payment for, services actually purchased by CCDCFS. The amount of such payments will be determined according to the rates for such services as set forth herein.

C. Amendments. Both parties agree that the Maximum Dollar Amount of the Contract may be amended during the contract period. Any Amendment of the Contract requires approval from Cuyahoga County. Such amendment may take place for any reason, including, but not limited to, an underutilization of contract services by CCDCFS, an over utilization of contract services by CCDCFS or an increase or decrease in funds available to CCDCFS. In the event that the Provider anticipates that it will render services hereunder to CCDCFS placed children during the period beginning on the first day of the term hereof and ending before the expiration of the term hereof that will result in aggregate billings to CCDCFS in an amount equal to at least 80% of the Maximum Dollar Amount of the Contract, the Provider will be entitled to request an amendment to the Maximum Dollar Amount of the Contract. The parties will begin negotiating such an amendment within two weeks after such request is received by CCDCFS.

D. Adjustment to Contract Amount. CCDCFS reserves the right to unilaterally adjust and amend the Maximum Contract Amount should it determine that the Maximum Dollar Amount will not be expended during the contract period based on CCDCFS' quarterly projections. CCDCFS will give notice of 21 days to the Provider advising of the proposed amendment before seeking a County resolution. The purpose of the 21 day notice is to give the parties affected a period of time to discuss the proposed adjustment or amendment.

E. Waiver. The Provider expressly waives its signature and approval of the contract

amendment submitted to the County permitting the adjustment/amendment, based on the information provided in the 21 day notice referenced in section 4.

3. MATERIAL CHANGES TO PROGRAM

If the Provider materially alters, adds, omits or otherwise changes its way of providing services hereunder during the time period covered by this Contract, the Provider shall furnish written notification to CCDCFS not less than 60 days prior to implementation.

4. REFERRAL PROCEDURE

Subject to the terms set forth herein, CCDCFS will identify and refer families to Provider for this service.

5. SERVICES, TIME FRAMES AND RATES

A. Program Overview. Trauma Focused-Cognitive Behavioral Therapy (TF-CBT) is a components-based model of psychotherapy that addresses the unique needs of children with PTSD symptoms, depression, behavior problems, and other difficulties related to traumatic life experiences. TF-CBT is a short-term treatment approach that can work in as few as 12 sessions. It may also be provided for longer periods of time depending on the child's and family's needs. CCDCFS would like to refer children and families experiencing severe physical/sexual abuse and neglect trauma to TF-CBT services. CCDCFS values the implementation of evidence-based models and the combination of evidence-based models with additional clinical intervention and care coordination that enhance parenting skills and ensure family stability, thereby reducing safety threats to children and the risk of child abuse and neglect. CCDCFS expects the Provider to provide the evidence-based model and care coordination/clinical services simultaneously, in order to:

- Incorporate the family's identified needs and accompanying rehabilitative services and activities in the client's Individual Service Plan (ISP), and coordinate linkages to needed community services, support systems and resources.
- Observe the parent-child interaction in the home and/or clinical setting and provide coaching and teaching to both parent and child to improve the relationship and interaction.
- Conduct individualized, restorative interventions and training to improve interpersonal skills, community integration, and independent living skills when the client's ability to function in and adapt to home, school, work and community environments is impaired.
- Provide mental illness, recovery and wellness management education and training. The education and training may also be provided to the client's family and/or significant others.

B. Provider Responsibilities. Provider shall work with CCDCFS staff to ensure

consistency in the treatment ISP and CCDCFS case plan when appropriate. CCDCFS staff will submit to the Provider documentation to perform an initial assessment for parent and child and Provider shall attend team conferences regarding case progress or team decision making.

Provider shall attend all staffings where reunification is discussed and Provider shall include CCDCFS staff requirements in the discharge plan to families. CCDCFS expects Provider to receive referrals from CCDCFS staff only and make initial contact with family and/or client within ten (10) calendar days of referral. CCDCFS anticipates some families referred will have transportation issues if the services will not be provided in their home setting. Providers shall identify a resolution to this issue to ensure that transportation is not a major barrier to families staying involved with the service provided. CCDCFS expects that weekly program sessions will not take the place of visitation between parents and children in care. Weekly program sessions will take place outside of the CCDCFS scheduled visitations outlined in the case plan. Provider and CCDCFS staff shall work collaboratively to ensure that weekly program sessions and visitations remain separate so families have an opportunity to practice the skills learned through weekly program sessions.

Provider shall submit various reports to CCDCFS which include, but are not limited to, monthly statistical reports; bimonthly availability; and individual child/case specific progress reports twice per month. These reports will be formatted by CCDCFS and CCDCFS reserves the right to develop, adjust and implement changes in the required format for reports.

Delivery of the identified EBP must identify a list of potential external evaluators (with contact information) who are qualified to assess the fidelity of their service provision with the evidence-based protocol. CCDCFS may choose to contract directly with these evaluators to conduct an external review of the organization's fidelity to the EBP protocols. CCDCFS will require periodic reports (at least once per year or more frequently if required by the program) from these external evaluators.

C. Program Description. The Provider supplied a proposal (the "Proposal") to RFP #29004 (the "RFP") which sets forth the specific services to be provided. The RFP and the Proposal, which formed the basis for the acceptance of Provider, are hereby incorporated into this Contract as if rewritten herein. In the case of conflict, the document shall govern in the following order: (i) this Contract; (ii) the RFP; and (iii) the Proposal.

6. INSURANCE

The Provider shall procure, maintain, and pay premiums for the following forms of insurance:

A. 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 providers 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.

B. 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.

C. 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.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

D. Professional Liability Insurance providing coverage for claims arising out of the provision of professional services with a limit of liability not less than:

\$1,000,000 per claim;
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

INSURANCE TERMS AND CONDITIONS

A. The insurance policies of the Provider required for this contract, with the exception of the Professional Liability Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- i) Thirty (30) days prior notice of cancellation or material change;
- ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

B. 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.

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

D. The Provider 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.

E. 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.

F. 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.

G. The Provider 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.

7. CCDCFS POLICY STATEMENTS

A. Provider agrees to follow CCDCFS policy statements now in effect and as may be issued during the term of this Contract. CCDCFS policies are to be shared in written form with the Provider.

B. Training will be provided on new/amended policies based on mutual agreement of need by CCDCFS and the Provider.

8. FISCAL RULES

Provider agrees to follow generally accepted accounting principles. This may include complying with the requirements of Ohio Administrative Code Section 5101:2-47-23.1 and

other Ohio Administrative Code Sections relating to fiscal accountability procedures. As may be applicable, Provider agrees to follow the fiscal accountability rules and CCDCFS interpretations now in effect and which may be issued during the term of this Contract.

9. CREDITS AND THIRD PARTY PAYMENTS

The cost of services under this Contract may not be fully covered by CCDCFS and may be billable under the Provider's Medicaid contract with the Cuyahoga County Community Mental Health Board, or to other third party payors. In such instances, it is agreed that the Provider shall solicit such payment to cover the cost of uncovered services or unrecovered costs when possible. Provider shall first seek payment from any third party payor for services rendered which may be covered by such third party. These services include, but are not limited to, mental health, dental and medical services. In all instances, Provider shall determine all services contained within the referral which meet Medicaid service descriptions, and will invoice CCCMHB for these services.

For any service billed for CCDCFS children, during the term of this Contract, the Provider shall maintain sufficient documentation to permit CCDCFS to determine that there is no duplicative billing directly by the Provider. If a third party could or should have paid for the services, then it is the sole responsibility of the Provider to arrange for such payment. To assist the Provider, CCDCFS will apply for a Medicaid number, as may be required to secure a source of payment for services, such as medical, dental or mental health, which may be, or should be, covered by other third parties, as soon as practical. Services eligible for payment from alternative sources, such as, but not limited to, the third party payors, such as the Medicaid program or any other Mental Health Board program, may not be billed to CCDCFS, without prior authorization from the Director or his designee. CCDCFS will consider invoices for services when the county ward is determined not to be eligible for payment from other programs for reasons, for example, exceeding financial eligibility requirements.

In the event that the Provider does not possess a Medicaid number or other information required to bill an alternative source for services provided to the child(ren), the Provider must take the following actions. The Provider must contact the various telephone services available, such as the Medicaid Hotline (216-432-3389) or the ODES. The failure to take the action described herein results in the waiver of claims for payment of these services from CCDCFS.

The Provider is responsible for notifying CCDCFS, within ninety (90) days from the date of placement, if the Provider is not able to obtain a Medicaid number or any other information required to seek reimbursement from other programs which could pay for services provided beyond those contemplated within the per diem. The notification must be in writing and include as much of the following information, as possible: the child's name, including all alternate names the child may be known by (to the extent known by the Provider), date of placement, social security number, date of birth, person number and date of service. The notification must be sent by facsimile transmission to CCDCFS's Business Services Manager (216) 432-3386. CCDCFS may require a specific form be used for these purposes. The notice must be received by facsimile transmission within the 90 day period referenced above. If Provider fails to notify CCDCFS within the prescribed time period or within the time frames listed in this paragraph, Provider will be deemed to have waived any and all claims for payments for such otherwise reimbursable costs from CCDCFS. Upon receipt of notice, CCDCFS will review the information

and may assist in resolving the Medicaid number or other such issue. The Provider shall, after receiving information from CCDCFS, file the claim within 5 business days of receipt of the information from CCDCFS, or within the applicable time period, whichever time period is greater.

In all cases, the Provider shall seek reimbursement (whether an initial or subsequent request) from a third party payor within the applicable time period. Provider shall file a claim within the applicable time period for all services for which payment may be had from alternative sources with the information it has in its possession. The Provider shall resubmit the claim, within the applicable time period as may be required. The failure to file an initial or resubmitted claim within the applicable time period is a waiver of any claim for reimbursement from CCDCFS.

CCDCFS shall retain the right to recoup funds upon the final determination that third party funds are duplicates (in the aggregate) of the CCDCFS payment(s) to the Provider or in the event of failure by the Provider to properly credit any and all such third party payments. Such recoupment action may include the withholding from subsequent reimbursement an amount equal to any uncredited or duplicate third party payments. The mechanism for such determination is set forth in Section 18.

10. INVOICING INSTRUCTIONS

A. Invoice. The Provider shall, within 15 working days following the last day of each calendar month, submit an invoice to CCDCFS covering purchased services rendered during such month. If invoices are not submitted by the 90th day, CCDCFS shall not be obligated to pay for services rendered. The Provider shall include with the monthly invoice the name of the family served, the total number of face to face, attempted face to face and collateral contacts, for each date of service. Providers must state that invoices are true, correct and accurate, to the best of their knowledge. Invoices shall be submitted to:

Department of Children and Family Services
Attention: Payment Processing Department
3955 Euclid Avenue - Room 347-E
Cleveland, Ohio 44115

B. Payment. CCDCFS shall review such invoice for completeness and request any additional necessary changes before making payment. CCDCFS shall process in full all invoices covering purchased services rendered and such invoice(s) shall be subject to audit and adjustment by CCDCFS before and after such payment is made.

11. CLOSURE OF THE CONTRACT BILLING PERIOD

CCDCFS must have a date certain to receive all billing statements for the contract period listed in "Contract Period" section of this contract. CCDCFS will not accept or process any initial invoices for the "Contract Period" identified in this contract received after 4:30 pm ninety (90) days following the end of the "Contract Period." Billing statements received within the ninety (90) day time period will be processed per the contract guidelines. As long as the initial invoice is received prior to the 90 day closure, the invoice will be deemed timely and, if

payment is denied or partially paid, no resubmission is required. The parties will continue to discuss disputed payment issues and the parties may invoke the grievance process to resolve such issues. Invoices submitted after the 90 day period shall be deemed untimely and shall not be paid by CCDCCFS. CCDCCFS will reject and not consider such late invoices for payment.

12. ADDITIONAL PROGRAMMATIC REQUIREMENTS - LICENSING

A. Staff. All staff employed by Provider that furnishes services pursuant to this Contract shall be properly licensed, certified or accredited as required by the Ohio Administrative Code or other applicable federal, state or local regulations.

B. Licensing Violations. The Provider agrees to advise CCDCCFS of any deficiency cited by the Provider's licensing authority which constitutes noncompliance with a licensing requirement.

C. Confidentiality. The Provider shall protect from unauthorized disclosure all confidential information in its possession relating to children/families receiving services pursuant to this Contract. The Provider shall not use any such information for any purpose other than carrying out Provider's obligations under this Contract (e.g., medical care, schools, etc.). Provider agrees that the use or disclosure by any party, or its partners, subcontractors, employees, volunteers or agents of any information concerning children and family members served under this Contract, for any purpose not directly related to the performance of Provider's responsibilities under this Contract is strictly prohibited, except upon the specific written consent of the parent, guardian or person authorized to give consent.

D. Background Reviews. The Provider agrees to comply with O.R.C. 2151.86 and agrees that it will not hire or continue to employ under its administrative control, any individual who has been convicted of the offenses as described in O.R.C. 2151.86.

13. EVALUATION AND CONTRACT MONITORING

CCDCFS shall conduct an annual evaluation of Provider's performance of this Contract pursuant to service performance evaluation standards and procedures that are established by CCDCCFS.

14. RECORDS RETENTION REQUIREMENTS

A. Provider agrees that it will follow the record retention requirements in Ohio Administrative Code 5101:2-47-23.1(B)(7).

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Contract will be retained and made available by the Provider for inspection and audit by the Agency other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human

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.

The Multi-Ethnic Placement Act (MEPA), 42 U.S.C. 1996b prohibits the consideration of race, color or national origin in placement decisions, except under narrow circumstances. The Provider agrees that it will document decision making in written form to show the considerations used. The Provider will notify the Department immediately if the Provider deems it proper, under MEPA or state law, to consider race, color or national origin. The Provider agrees that placement will not occur, in those matters where the Provider has chosen to consider race, color or national origin, until it contacts the Department and completes all requirements of federal and state law.

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. 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, as required per Ohio Administrative Code 5101:2-47-2.3.1(B)(8), which states, in pertinent part:

Provider shall 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 serve as an officer or employee, unless the services or goods involved are provided at a competitive cost or under terms favorable to the Provider.

CONFLICT OF INTEREST POLICY

The Provider agrees to follow all ethics laws and follow the conflict of interest policy of CCDCFS. The Provider agrees it will provide a copy of CCDCFS' 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.

18. INDEMNITY

The Provider agrees that it will at all times indemnify and save harmless Cuyahoga County, its departments, and any and all elected officials, officers, agents, servants, or employees thereof against any and all liability, loss, damages, costs or expenses which Cuyahoga County, its departments and any and all of their elected officials, respective officers, agents, servants, or employees may hereinafter sustain, incur, or be required to pay due to: (1) any negligent, reckless or intentionally wrongful acts or omissions of the Provider related to the performance of this Contract that causes a person or entity to suffer personal injury, death, property loss, or damage, either while participating, receiving, or related to the services furnished by the Provider under this Contract, or while on the premises or in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officers, agents, servant, or employee thereof, or (2) any negligent, reckless or intentionally wrongful acts or omissions of the Provider causing personal injury, death, property loss, or damage to be suffered by another person or entity while on the premises or in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officers, agents, servant, or employee thereof.

Provider acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Provider agrees that no provision of this Contract or any other contract or agreement between Provider and the County may be interpreted to obligate the County to indemnify or defend Provider or any other party.

19. DISPUTE RESOLUTION MECHANISM

In the event that a dispute arises under the provisions of this Contract, the parties shall follow the procedures set forth below:

A. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Contract. The parties shall agree to a mutual date and place of the preliminary meeting. The preliminary meeting shall take place not later than ten working days from the date of issuance of the notice of dispute to all other parties. A copy of the notice shall be sent to the Director of CCDCFS and to the Executive Director of the Provider.

B. Within ten days of receiving the notice of a dispute, the parties involved in the dispute between the Department and the Provider shall conduct a preliminary meeting. Any party may bring additional staff to attend the preliminary meeting. The party complaining of the dispute shall make all arrangements for the preliminary meeting.

C. The parties shall make good faith efforts to resolve the dispute at the preliminary meeting. All statements made during the preliminary meeting shall be privileged as settlement discussions and shall not be used for any purpose in any further proceeding.

D. In the event that the dispute is not resolved at the preliminary meeting, the party complaining of the dispute shall, within ten days of the preliminary meeting, give notice of the continuing dispute to the Department and to the Provider.

E. Within five working days after receipt of the notice of the continuing dispute, the appropriate Department Manager, and/or specifically designated customer services staff and the Provider shall attempt to mediate the dispute.

F. If they are unable to mediate the dispute, the parties may employ the appropriate Deputy Director of the Department and the Provider shall attempt to mediate the dispute.

G. If they are unable to mediate the dispute, it shall be referred to the Executive Director of the Department, or his designee, for review and determination.

H. If they are unable to mediate the dispute, the Executive Director of CCDCFS will make the determination, which will be non-binding.

I. Once a party initiates this process, the entire process must be completed. Neither party shall be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

20. CONSTRUCTION

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. 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. Provider hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

21. NON- ASSIGNMENT

Provider shall not assign or transfer any interest in this Contract without the express written permission of the CCDCFS and may subcontract for services only as expressly provided for in this Contract. The provisions of this section do not extend to contracts entered into between Provider and foster parents. Any subcontract for services entered into by Provider with the approval of CCDCFS shall be in writing and shall specifically require any subcontractor to comply with the terms of this Contract. CCDCFS retains the right to review and approve all subcontracts entered into by Provider that relate to any service Provider is contractually required to furnish pursuant to the terms of this Contract.

22. 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.

23. MISCELLANEOUS-ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties with respect to all matters that are the subject of this Contract. This Contract may be amended only by the mutual agreement of the parties and only by a writing signed by both parties. The only exception is the "Maximum Dollar Amount" which may be adjusted unilaterally by the County per Section 2 entitled "Contract Period." The parties specifically acknowledge that no promises, warranties or representations have been made to or relied upon by them other than those contained in this Contract.

24. TERMINATION

Either party may terminate this Contract by giving thirty (30) days written notice to the other party.

25. ELECTRONIC SIGNATURE

BY ENTERING INTO THIS CONTRACT, PROVIDER 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 PROVIDER 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.

(Signatures on the following page)

IN WITNESS WHEREOF, the County and Provider have entered into this Contract effective as of the date first set forth above.

"Provider"

Beech Brook

By: [Signature]
Name: Debra Rex
Title: President / CEO

"County" or "CCDCFS"

Edward FitzGerald, County Executive

By: [Signature]
Edward FitzGerald, County Executive
2014-05-15 18:32:08