

**CUYAHOGA COUNTY
CONTRACT FOR CHILDREN AND FAMILY
SUPPORTED VISITS SERVICES**

THIS CONTRACT is effective this 1st day of April, 2014, and is by and between Cuyahoga County, Ohio, a political subdivision of the State of Ohio, on behalf of its Cuyahoga County Division of Children and Family Services, (hereinafter referred to as "County" or "CCDCFS") and a provider of services, which may include supported visits services, identified as:

**OhioGuidestone
202 East Bagley Road
Berea, Ohio 44017**

(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 Division 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 families, 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 was issued (#29256) and Provider submitted a Proposal and was selected from among the entities responding to the Request for Proposal; and

WHEREAS, CCDCFS wishes to purchase such services as described in 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 Division of Children and Family Services (CCDCFS) in the manner set forth in Section 4 "Referral Procedure." 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 County's policies and procedures, in effect prior to the date of this contract, and as may be amended.

2. TERMS & CONTRACT PERIOD

A. Contract Period

This Contract will be effective for a twenty-four (24) month period from April 1, 2014 through March 31, 2016, 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 **\$320,000.00 (Three hundred twenty thousand dollars)** for the two (2) year period.

B. Other Terms

1. 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.
2. 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 under utilization of contract services by CCDCFS, an over utilization of contract services by CCDCFS or an increase or decrease in funds available to CCDCFS.

3. 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 twenty-one (21) days to the Provider advising of the proposed amendment before seeking a county resolution. The purpose of the twenty-one (21) day notice is to give the parties a period of time to discuss the proposed adjustment or amendment.
4. 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 3.
5. The total Maximum Dollar Amount of the contract as specified in Section 2 above is the maximum liability of CCDCFS for services under this contract, provided that this amount is appropriated and certified as available.
6. By execution of this Contract, the CCDCFS agrees to purchase from Provider and Provider agrees to provide to the 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 any provision in the Proposal, the terms and conditions of this Contract, shall control. If a conflict arises, the requirements set forth in the RFP shall control over both the Contract and Proposal.
7. The Proposal is attached as Attachment A to this Contract. The RFP issued by the County for this service is incorporated as part of this document and as if attached to this Contract.
8. Satisfactory Performance of Duties. Notwithstanding any other provision of this Contract, this Contract shall continue only for such time as the services rendered by Consultant are satisfactory to the CCDCFS, in its sole discretion.

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 sixty (60) days prior to implementation. The CCDCFS must approve all changes in writing.

4. REFERRAL PROCEDURE

A. The Provider agrees to the referral/notification procedure described in this paragraph. CCDCFS reserves the right to modify the referral procedure, in its discretion, to enhance the delivery of services.

B. CCDCFS will identify the families for this service. CCDCFS will send a referral to Provider. Provider will confirm receipt of the referral. Provider agrees that it will accept all referrals sent by CCDCFS and cannot reject a referral.

C. CCDCFS, at its discretion, may withdraw a referral and Provider is to cease work on that referral when so notified of the withdrawal.

5. PROGRAM OVERVIEW, SERVICE DESCRIPTION

A. Program Overview

The goals of the program are to shorten the duration of out-of-home placements, increase successful reunifications, reduce the number of placement changes that children experience and reduce recidivism rates.

Visit coaching principles are based on research findings that correlated successful family visits with return home and shorter foster care placement. Dr. Beyer built her philosophy on four principles: empowerment, empathy, responsiveness, and active parenting. The principle of empowerment encourages families to take charge of the visit and make the visit a celebration of the family and their strengths. The principle of empathy encourages the parent to identify, understand and try to meet the individual needs of the child. The Visit Coach will assist the parent in meeting at least one need per visit which is connected to the reason the child was removed from the home. The principle of responsiveness encourages the parent to be responsive to the child and present for the child in meeting the need for stimulation and attention. The principle of active parenting encourages parents to understand the link between the child's behavior and the adult's words, actions, and attitudes. Through redirection and play, parents practice preventing escalation and confrontation. Utilizing Dr. Beyer's four principles, the Visit Coach's primary goal is to help the parent stand in the child's shoes.

B. Service Description

1. **Scope of Work.** Provider shall perform the Project in accordance with Section III & IV of the Proposal, Methodology and Project Management as well as the RFP and this Contract.

- Provider will maintain a full-time Clinical Program Manager during the term of this contract, as well as 7 to 10 Visit Coaches.

- Provider will charge only for actual time spent during the visitation as well as the time period referenced in the Proposal. The hourly rate will be set at **\$44.44**. However, the actual time spent on a visit cannot exceed the 3.0 hours described in the Proposal. The Provider may not invoice for any hours spent in ancillary services, such as travel to or from a visit.
- No Shows: A “No-Show” occurs when a parent or child is not present for the scheduled visit, the visit was not canceled and the Provider’s staff appears at the place designated for the visit. The Provider can invoice CCDCFS actual time spent waiting for the parties to appear, but the amount charged cannot exceed one-half hour (1/2 the hourly rate of \$44.44 or \$22.22). The one-half hour charged is inclusive of the time allotted for composing a case note.
- The Provider shall timely provide all of the deliverables contained in the Proposal.
- CCDCFS may issue written directives to the Provider in order to improve service delivery.

6. 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 others directly related to provision of the service.

7. 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 life of this contract.

8. CREDITS AND THIRD PARTY PAYMENTS

The Provider is required to 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. 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.

In all cases, the Provider shall seek reimbursement (whether an initial or subsequent request) from a third party payor within the applicable time period. The 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.

The 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.

9. INVOICING INSTRUCTIONS:

A. Invoice: The Provider shall, within fifteen (15) working days following the last day of each calendar month, submit an invoice to CCDCFS covering purchased services rendered during such month.

B. Provider must state that invoices are true, correct and accurate, to the best of their knowledge. Invoices should be forward to:

Division of Children and Family Services
Attention: Fiscal Department
3955 Euclid Avenue
Cleveland, Ohio 44115

C. Payment: The 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.

10. CLOSURE OF CONTRACT PERIOD FOR BILLING

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 thirty (30) calendar days following the end of the "Contract Period." Invoices submitted after the thirtieth (30th) calendar day shall

be deemed untimely and shall not be paid by CCDCFS. CCDCFS will reject and not consider such late invoices for payment.

11. ADDITIONAL PROGRAMMATIC REQUIREMENTS

A. LICENSING - 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 CCDCFS 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 Ohio Revised Code 2151.86, or similarly applicable statute or rule, 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 applicable statute or rule.

12. EVALUATION/CONTRACT MONITORING

A. CCDCFS shall conduct an evaluation and/or contract monitoring of the parties performance of this Contract pursuant to service performance evaluation standards and procedures that are established by CCDCFS.

B. The evaluation of the Provider will include consideration of Deliverables contained in the Proposal.

13. 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 Services for a minimum of three years after reimbursement for services rendered under this Contract.

2. If an audit, litigation, or other action is initiated during the time period of the agreement, the Provider shall retain such records until the action is concluded and all issues resolved or the three years have expired, whichever is later.

B. Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of CCDCFS Administrator.

C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting and auditing principles.

D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty days, after a written request has been made.

14. AVAILABILITY AND RETENTION OF RECORDS

Provider acknowledges, in accordance with R.C. 149.431, that certain financial records related to the performance of services under this Contract may be considered to be public records and agrees to treat them accordingly.

15. AUDIT

A. Provider agrees to conduct an audit by a qualified professional annually and make available to CCDCFS a copy of the independent audit it receives by March 31 of the year following the audited period.

B. Provider agrees to refund to CCDCFS any overpayments identified by the audit.

16. CIVIL RIGHTS & COMPLIANCE WITH LAWS

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

Provider agrees to provide an interpreter or other appropriate assistance to those who have limited English proficiency or others who need such services in accordance with Title VI of the Civil Rights Act.

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

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 CCDCFS 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 CCDCFS 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. That the provider will cooperate with federal, state, and/or local governmental officials assigned to investigate allegations of violations of law. This may include the United States Department of Health and Human Services and the ODJFS Bureau of Civil Rights.

Provider agrees to comply with applicable laws, regulations, directives or codes, issued by the United States government or agency, as well as the State of Ohio or state agency, as required per Ohio Administrative Code 5101:2-47-23.1(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 Cuyahoga County, Ohio and will provide Cuyahoga County's 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 or his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-26.1(G) of the Ohio Administrative Code as it relates to this provision.

17. INSURANCE REQUIREMENTS

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).

- 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.

Requirements for All Insurance Coverage

- A. The insurance policies of the Provider required for this Contract, with the exception of the Workers Compensation coverage, 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. 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.

18. INDEMNIFICATION

- A. Provider hereby indemnifies, defends and holds harmless the County, CFS and their respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Provider, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Provider under any terms or provisions of this Contract.
- B. 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 Administrator 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 CCDCFS 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 CCDCFS and to the Provider.

E. Within five working days after receipt of the notice of the continuing dispute, the appropriate CCDCFS 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 Administrator of CCDCFS and the Provider shall attempt to mediate the dispute.

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

H. 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, construed, and enforced in accordance with the laws of the State of Ohio. If any portion of this Contract is found to be unenforceable due to statute, or administrative or judicial decision, the operation or enforceability of the unaffected balance of this Contract shall not be effected thereby.

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/CFS 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 Contract, the RFP and Proposal constitute 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 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. COMPLETION OF FORMS

The Provider agrees to complete forms required by the federal, state or county governments.

26. LAWS GOVERNING CONTRACT/FORUM

A. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.

B. 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/>.

C. Any suit, action, or proceeding brought under this Contract shall be in a state or federal court of competent jurisdiction located in Cleveland, Ohio, and the Parties agree to the exclusive jurisdiction and venue of such court to resolve same.

D. 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.

E. Expense Reimbursement. There are no expenses for which Provider will be reimbursed.

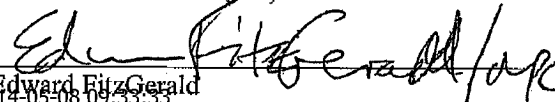
27. ELECTRONIC SIGNATURE

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.

(Signature page follows)

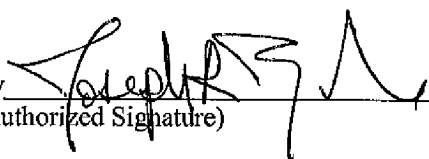
IN WITNESS WHEREOF, the County and the Provider have entered into this Contract which is effective as of the 1st day of April 2014.

CUYAHOGA COUNTY, OHIO: County Executive



Edward FitzGerald Date
County Executive
2014-05-08 09:33:33

PROVIDER:

By  _____ Date 3-11-14
(Authorized Signature)