

## **AGREEMENT**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of January, 2011, by and between the County of Cuyahoga, Ohio (the "**COUNTY**") and the Ohio Department of Health, with principal offices located at 246 North High Street, Columbus, OH 43215, (the "**PROVIDER**") for the provision of HIV/AIDS related prescription drugs in connection with the State AIDS Drug Assistance Program and the Cuyahoga Regional HIV Services Planning Council, ("**COUNCIL**").

### **WITNESSETH THAT:**

**WHEREAS**, the **COUNTY** as the grantee and Chief Elected Official for the Part A transitional grant area consisting of Cuyahoga, Ashtabula, Geauga, Lake, Lorain, and Medina counties has established the Council as a planning body for person living with HIV/AIDS; and

**WHEREAS**, the **COUNCIL** is responsible for identifying the needs of individuals and families affected by HIV/AIDS; and

**WHEREAS**, the **COUNCIL** has determined that medication assistance is needed for persons living with HIV/AIDS within the Part A six county transitional grant area (TGA) for the 2010 fiscal year; and

**WHEREAS**, it has been determined that the **PROVIDER** has the necessary experience and expertise to administer the State AIDS Drug Assistance Program; and

**WHEREAS**, the **PROVIDER** provides HIV/AIDS medications for persons living in the six county Part A TGA as identified above; and

**WHEREAS**, the **COUNCIL** has determined that it wishes to support the State ADAP to ensure the most advanced medications are available to persons living in our TGA.

**NOW, THEREFORE,** the **COUNTY** and the **PROVIDER** hereto agree as follows:

## **ARTICLE I SCOPE OF SERVICES**

The **PROVIDER** accepts the relationship of trust and confidence from the **COUNTY**, and by this Agreement asserts that it shall provide HIV/AIDS related prescription drugs, for the period January 1, 2011 through February 28, 2011 as identified on the ADAP formulary, to persons eligible for the FY2010 Ryan White Part A State AIDS Drug Assistance Program.

## **ARTICLE 2 FINANCIAL**

- 2.1 Direct Compensation.** For the provision of all services and the delivery of all products required under this Agreement, the **COUNTY** shall reimburse the **PROVIDER** a total amount not to exceed \$395,000.00 for the cost of providing HIV/AIDS related prescriptions to eligible consumers in the Part A TGA.
- 2.2 Documentation and Reimbursement Process.**
- a.** The **PROVIDER** shall provide the **COUNTY** with a list of prescriptions medications covered on the Ohio ADAP formulary along with their individual unit cost. This list shall be updated for the **COUNTY** if it changes at any time during the contract period.
  - b.** The **PROVIDER** shall invoice the **COUNTY** for up to \$395,000.00 for the cost of formulary medications.
  - c.** The invoices must include client's Ryan White ID number, gender, race/ethnicity, county of residence, insurance status, date of prescription, medication, quantity and cost.
  - d.** Invoice/Reports for the service period shall be submitted no later than March 31, 2011.

### **ARTICLE 3 COUNTY RESPONSIBILITY**

The **COUNTY** accepts the relationship of trust and confidence between the **PROVIDER** and the **COUNTY**, and by this Agreement agrees that it shall provide resources and service in connection with the Council, including but not limited to the following:

- 3.1 **Review.** The **COUNTY** shall review the invoices provided to it by the **PROVIDER** and shall approve or comment with specificity within fifteen (15) business days the report's receipt unless other arrangements are reached between the **COUNTY** and the Ohio Department of Health.

### **ARTICLE 4 TERM OF AGREEMENT**

- 4.1 **Period of Agreement.** The terms and conditions of this Agreement shall go into effect January 1, 2011 and shall remain in effect through February 28, 2011 for services rendered during the same period.
- 4.2 **Amendment.** The terms of this contract including total reimbursement amount to reimburse for additional services rendered, can and may be amended at any time during the term of this agreement based upon service utilization and availability of funds after appropriate allocation by the **COUNCIL** and the signature of both parties.

### **ARTICLE 5 GENERAL PROVISIONS**

- 5.1 **Assignment.** This agreement shall not be assignable by any of the parties hereto without the prior written consent of the other parties.
- 5.2 **Modification and Waiver.** No cancellation, modification, amendment, deletion, addition, or other change in this Agreement or any provision hereof or waiver of any right or remedy herein provided shall be effective for any purpose unless specifically set forth in writing and signed by the parties to be bound thereby. No waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.

- 5.3 Entire Agreement.** This Agreement, which includes any exhibits attached hereto, contains the entire understanding and agreement of this parties with respect to the subject matter here of and supersedes all prior or contemporaneous arrangements, commitments, representations, or understandings, whether written or oral.
- 5.4 Headings.** The headings and titles to the articles and sections of this Agreements are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.
- 5.5 Severability.** Should any provision hereof be found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such findings shall not affect the validity or enforce-ability of any other provision of this Agreement.
- 5.6 Controlling Law.** All questions concerning the validity and operation of this Agreement and the performance of the obligation imposed upon the parties hereunder shall be governed by the law of the State of Ohio.
- 5.7 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.
- 5.8 Inconsistent Provision.** In the event of any inconsistencies between one or more of the provisions herein, then the provision most favorable to the **COUNTY** shall prevail.
- 5.9 Rights and Remedies.** The duties and obligations imposed by this Agreement are in addition to and not in limitation of any duties or obligations otherwise imposed by law. The rights and remedies provided in this Agreement are in addition to and not in limitation of other rights and remedies under this Agreement, at law or in equity, an the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
- 5.10 Authority.** The **COUNTY** and the **PROVIDER** have full power and authority to enter into and perform this Agreement in accordance with its terms.

Persons signing this Agreement in a representative capacity of the **COUNTY** or the **PROVIDER** have authority to do so.

- 5.11 Notice.** All notices and communications provided or hereunder shall be in writing and sent via the United States Postal Services, first class prepaid, to the following or to such other addresses as may be furnished in writing by either party to the others:

<b>If to the COUNTY:</b>	Laureen Atkins, Grant Manager Ryan White Part A Program Office of the County Administrator - Health & Human Services 4261 Fulton Parkway Cleveland, OH 44144 (216) 635-2938
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<b>If to the OHIO DEPARTMENT OF HEALTH:</b>	Katherine Shumate Ryan White Part B Program Administrator Ohio Department of Health 246 North High Street Columbus, OH 43215 (614) 466-8369
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Any such notice or communication shall be deemed effective as of the date of mailing, provided, however, that all notices or other communications shall be given verbally at the earliest practical time to the parties entitled to such notice.

- 5.12. Electronic Signature (s).** By entering into this Contract the **PROVIDER**, its officers, employees, subcontractors, sub-grantees and agents agree 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. The **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.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first written above.

County of Cuyahoga, Ohio

By: X

EF  
Edward Fitzgerald, County Executive

Ohio Department of Health

By: Karen F. Hughes

Signature

1-31-11

Karen F. Hughes

Printed Name

Acting Director

Title