

**CUYAHOGA COUNTY, OHIO
INTERAGENCY AGREEMENT WITH
CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH**

THIS AGREEMENT entered in on this _____ day of _____ 2011 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of Family and Children First Council, ("FCFC") and the Cuyahoga County District Board of Health ("DISTRICT BOH" a political subdivision of the State of Ohio) with principal offices located at 5550 Venture Drive, Parma, OH 44130, (the "Provider") whose telephone number is (216) 201-2000 for provision of administering and delivering the Wellness Program Guidelines on behalf of the Family and Children First Council under the TANF regulations and appropriateness of services

WITNESSETH THAT:

WHEREAS, the COUNTY now serves as the fiscal agent for the Wellness Program Services beginning July 1, 2011 and ending June 30, 2012 and;

WHEREAS, The COUNTY seeks to continue to utilize the services of the District Board of Health in the administration and monitoring of the delivery of services related to the Wellness Program Guidelines; and

WHEREAS, the District Board of Health has the ability to continue the administration, monitoring and timely reporting of allowable services under TANF and Wellness Program guidelines; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the COUNTY and the District DISTRICT BOH hereby agree as follows:

I. SCOPE OF SERVICES

The DISTRICT BOH shall:

- In collaboration with its community partners develop effect measures to meet the goal of the Wellness Program guidelines of preventing Out-of-Wedlock births among teens in Cuyahoga County;
- Ensure program development of services is geared toward youth of both genders up to and including the age of nineteen, with primary emphasis on the target population of youth ages 10-19;
- In collaboration with the Family and Children First Council develop criteria and method of implementation for services the following services and/or activities:
 - ♦ Teen awareness campaigns;
 - ♦ Counseling classes on pregnancy avoidance, the responsibility of child-rearing and/or economic consequences of parenthood;
 - ♦ Programs promoting parent education
 - ♦ After-school supervision/education/enrichment/recreation programs, youth mentoring, conferences and/or workshops;
 - ♦ Pre-pregnancy family planning services;
 - ♦ Projects which seek to promote parent-child communication about responsible sexuality and parenthood;
 - ♦ Programs promoting youth asset development
 - ♦ Continue *Plain Talk* programming to the Cudell and Mt Pleasant neighborhoods

- Identify the appropriate units of service for meeting the goals of the Wellness Program;
- Identify expected outcomes for participants serviced under the Wellness Program Guidelines;
- Develop and identify expected methods of monitoring and evaluation of program outcomes and units of services delivered to the participants of the Wellness Program;
- Identify one coordinator who will be required to attend at least one monthly meeting with the assigned FCFC Program Officer to provide face-to-face updates on the project

The COUNTY shall:

- Provide direction and oversight to the Board as may be reasonably expected or requested
- Based on FCFC's Council direction, develop focus and task for the project including desired outcomes and indicators to be measured
- Regularly monitor development and provide assistance and direction as needed
- Provide an assigned staff person and technical assistance that includes a minimum monthly meeting that will be required
- Work with DISTRICT BOH to actively pursue additional funding for the program sustainability by identifying and leveraging ongoing funding for the Wellness program. FCFC will work jointly with the DISTRICT BOH in developing proposals for the program and will work with the DISTRICT BOH to sustain Wellness as a core component of MyCom as part of the overall Child Well-Being plan for Cuyahoga County

II. TERM - PURCHASE OF SERVICE

This agreement shall be in effect for the period July 1, 2011 through June 30, 2012. Any deviation in service adversely affecting the DISTRICT BOH shall be reported immediately to the Director of Health and Human Services.

The DISTRICT BOH agrees to acknowledge the financial support of Cuyahoga County on any publications, promotional brochures, media releases or other publicity materials produced with the resources from this agreement. That acknowledgement should be displayed in a prominent location.

III. CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH RESPONSIBILITY

- A. Required Documentation and Reporting Records of all service provided to all individuals in the program(s).
- B. The Agency reserves the right to request additional reports pertaining to the specific program during the agreement period. It is the responsibility of the DISTRICT BOH to furnish the Agency with reports as requested. The Agency may exercise this right without an agreement amendment. The Agency reserves the right to withhold payment until such time as the requested and/or required reports to the satisfaction of the Agency are received.

IV. COST TO THE COUNTY/BILLING AND PAYMENT

The COUNTY shall make quarterly payments upon receipt of detailed invoices. The first payment may be made immediately following the execution of this

agreement. Successive payments shall be made upon receipt of the quarterly invoice and compliance with other requirements of this agreement. In no event shall payments for this program exceed **\$525,856.23**.

The DISTRICT BOH will submit an invoice following service, with accompanying reports to the Agency as outlined in the Attachments. The Agency will review such invoices for completeness/correctness and any information necessary before making payment within thirty (30) calendar days after receipt of an accurate invoice. The Agency shall not make invoice payments for any services invoiced later than 60 days after the end of the service month without prior Agency approval. The Agency reserves the right to withhold payment until such time as requested and/or required reports are received.

- A. The DISTRICT BOH will indicate on their invoices, the agreement number, type of service being rendered, dates service was rendered, and the agreement period. The invoice should also show the agreement amount minus the invoice amount to reflect the remaining balance on the agreement in order to obtain reimbursement.
- B. The DISTRICT BOH warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are: bad debt, bonding costs, contingencies, contributions or donations, entertainment costs, costs of alcoholic beverages, goods or services for personal use, fines, penalties and mischarging costs, gains and losses on disposition or impairment of depreciable or capital assets, losses on other contracts, organization costs, costs related to legal and other proceedings, goodwill, asset valuations resulting from business combinations, and legislative lobbying costs.
- C. The DISTRICT BOH warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this program in accordance with the requirements of Section IX.

V. MONITORING & EVALUATION

A. Monitoring and Evaluation

Failure to achieve performance goals per this agreement will be cause for or result in a reduction of funding or termination of this Agreement

The Agency and the DISTRICT BOH will monitor the manner in which the terms of the agreement are being carried out. Objectives should be set and level of compliance monitored in order to evaluate the extent to which program objectives contained in the agreement are being achieved. The DISTRICT BOH agrees to provide the Agency with those reports relative to the effective operation of the program (when applicable)

B. Program Monitoring and Evaluation

The County of Cuyahoga, Ohio is committed to providing our customers with quality programs and services, which enhance self-sufficiency. This commitment is strengthened through monitoring, program evaluations, and quality improvement of the programs and processes of the DISTRICT BOH agreement period.

VI. ELIGIBILITY FOR SERVICES

Eligibility of individuals to receive purchased services shall be determined, and units of service authorized, by the County Department of Jobs and Family Services (CDJFS) in accordance with the policies and procedures established by the Ohio Department of Jobs and Family Services (ODJFS) in Rule 5101:2-49-07 of the Ohio Administrative Code

VII. AVAILABILITY OF FUNDS

This agreement is conditional upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this agreement. If funds are not allocated and available for the continuance of the function performed by the DISTRICT BOH hereunder, the products or services directly involved in the performance of that function may be terminated by the Agency at the end of the period for which funds are available. The Agency will notify the DISTRICT BOH at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section

VIII. DUPLICATE BILLING

The DISTRICT BOH warrants that claims made to the Agency for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the DISTRICT BOH to other sources of public or private funds for the same service.

IX. AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided and supporting documentation for invoices submitted to the Agency by the DISTRICT BOH shall be retained and made available by the DISTRICT BOH for audit by the Agency, the State of Ohio (including, but not limited to, ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this agreement. If an audit is initiated during this time period, the DISTRICT BOH shall retain such records until the audit is concluded and all issues resolved

X. CONFLICT OF INTEREST

This agreement in no way precludes, prevents, or restricts the DISTRICT BOH from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Agency, assuming that the contractual work in no way impedes the DISTRICT BOH's ability to perform the services required under this agreement. The DISTRICT BOH warrants that at the time of entering into this agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement that which will impede its ability to perform the services under this agreement

The DISTRICT BOH further agrees that there is no financial interest involved on the part of any Agency officers, Cuyahoga County, Ohio or employees of the county involved in the development of the specifications or the negotiation of this agreement. The DISTRICT BOH has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency or Cuyahoga County, Ohio employee will gain financially or receive personal favors as a result of the signing or implementation of this agreement.

The DISTRICT BOH will report the discovery of any potential conflict of interest to the Agency, and/or the County of Cuyahoga, Ohio. Should a conflict of interest be discovered during the term of this agreement, the Agency and/or the County of Cuyahoga, County, Ohio may exercise any right under the agreement including termination of the agreement.

XI. ASSIGNMENTS

The parties expressly agree that the agreement shall not be assigned to another DISTRICT BOH without the prior written approval of the Agency.

The DISTRICT BOH may not subcontract any of the services agreed to in this agreement without the express written consent of the Agency. All subcontracts are subject to the same terms, conditions, and covenants contained within this agreement. The DISTRICT BOH is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

XII. GOVERNING LAW

This agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

XIII. INTEGRATION AND MODIFICATION

This instrument with exhibits embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this agreement.

Also, this agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this agreement.

XIV. SEVERABILITY

If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

XV. TERMINATION

This agreement may be terminated by either party upon notice, in writing, delivered upon the other party prior to the effective date of termination. Should

the DISTRICT BOH wish to terminate this agreement the DISTRICT BOH must deliver the notice of termination 30 days prior to the effective date of termination. Should the Agency wish to terminate, the Agency may do so upon 30 day written notice. The Agency and the DISTRICT BOH shall agree on a reasonable phase out of the program as condition of the termination. The termination notice should be sent to the attention of Robin R. Martin Program Director, Family & Children First Council, and 1801 St. Clair Ave. NE Cleveland, Ohio 44114

The parties further agree that should the DISTRICT BOH become unable to provide the services agreed to in this agreement for any reason or otherwise materially breach this agreement, such service as the DISTRICT BOH has provided upon the date of its inability to continue the terms of this agreement shall be eligible to be billed and paid according to the provisions of Section IV - BILLING AND PAYMENT.

The parties further agree that should the DISTRICT BOH become unable to complete the services requested in this agreement for any reason, such work as the DISTRICT BOH has completed upon the date of its inability to continue the terms of this agreement shall become the property of the County.

Neither the Agency nor the County of Cuyahoga, Ohio shall be liable to pay to the DISTRICT BOH any further compensation after the date of the DISTRICT BOH's inability to complete the terms hereof, or the date of termination of this agreement whichever is later, unless extended upon an agreement of the parties. It is agreed that even if the DISTRICT BOH renders services for which payments are due, that no payments will be made after the termination of this agreement, either as a result of a default in the terms hereof or the day of termination of the agreement, unless extended by an agreement of the parties. Notwithstanding the above, the DISTRICT BOH shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of the agreement by the DISTRICT BOH. The Agency may withhold any compensation to the DISTRICT BOH for the purpose of offset until such time as the amount of damages due the Agency from the DISTRICT BOH is agreed upon or otherwise terminated.

XVI. COMPLIANCE

The DISTRICT BOH certifies that the DISTRICT BOH and all subcontractors who provide direct or indirect services under this agreement will comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The DISTRICT BOH accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the DISTRICT BOH's full time employees.

XVII. NON-DISCRIMINATION

The DISTRICT BOH certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this agreement, the DISTRICT BOH will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The DISTRICT BOH will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The DISTRICT BOH agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the DISTRICT BOH complies with all applicable federal and state non-discrimination laws.

The DISTRICT BOH, or any person claiming through the DISTRICT BOH, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this agreement, or in reference to any contractors or subcontractors of said DISTRICT BOH.

XVIII. INDEMNIFICATION

The DISTRICT BOH agrees to protect, defend, indemnify and hold the County of Cuyahoga, Ohio, their officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of the DISTRICT BOH, negligent or otherwise, and its employees officers, agents, or independent contractors. The DISTRICT BOH agrees to pay all damages, costs and expenses of the Agency, officers, agents, employees and the County of Cuyahoga, Ohio in defending any action arising out of the aforementioned acts or omissions.

XIX. RELATIONSHIP

Nothing in this agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture with the DISTRICT BOH in the conduct of the provisions of this agreement. The DISTRICT BOH shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Agency or the County of Cuyahoga County, Ohio.

XX. DISCLOSURE

The DISTRICT BOH hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said DISTRICT BOH has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with the DISTRICT BOH or in the DISTRICT BOH's business.

XXI. INSURANCE

The DISTRICT BOH shall be insured or contract for such insurance as is responsibly necessary to adequately secure the persons against reasonable foreseeable torts, which would cause injury or death and shall save the County of Cuyahoga Ohio, harmless from any and all liability arising from or under said act committed by the DISTRICT BOH, the DISTRICT BOH's employees, agents, servants, volunteers, or assigns.

Cancellation of insurance will constitute a default, which if not remedied within the stated thirty (30) day notice period shall cause immediate termination of this agreement by the County of Cuyahoga, Ohio.

XXII. CONFIDENTIALITY

The DISTRICT BOH agrees to comply with all federal and state laws applicable to the Agency and/or consumers of the Agency concerning the confidentiality of the Agency's consumers. The DISTRICT BOH understands that any access to the identities of any Agency consumers shall only be as necessary for the purpose of performing its responsibilities under this agreement. The DISTRICT BOH agrees that the use or disclosure of information concerning the Agency consumers for any purpose not directly related to the administration of this agreement is prohibited.

XXIII. AUDIT RESPONSIBILITY

- A. The DISTRICT BOH agrees to comply with all relevant requirements of OMB circular A-133. In addition, the DISTRICT BOH acknowledges responsibility for an annual financial audit, the determination of client eligibility when appropriate, and responsibility for repayment of any findings arising from any audit by the appropriate Federal, State, (Ohio Department of Job and Family Services), the Auditor of State or local audit.

Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sample method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.

The DISTRICT BOH agrees to repay the Agency the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, the DISTRICT BOH will be required and hereby agrees to sign a REPAYMENT OF FUNDS AGREEMENT. The DISTRICT BOH recognizes and agrees that the Agency may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement. If payments are not made according to the agreed upon terms, future checks will be held until the repayment of funds is current. Checks held more than 60 days will be canceled and will not be reissued.

The Agency also reserves the right to not increase the rate(s) of payment or the overall agreement amount for services purchased under this

agreement if there is any outstanding or unresolved issue related to an audit finding.

The Agency may allow a change in the terms of the Repayment of Funds Agreement. Any change will require a formal amendment to the Repayment of Funds Agreement that must be signed by all parties. An amendment to the Repayment of Funds Agreement may also be processed if any additional changes or issues develop or need to be addressed.

- B. Within 15 days of receipt, the DISTRICT BOH agrees to give the Agency a copy of DISTRICT BOH's annual report, annual independent audit report and any associated management letters.

XXIV. WARRANTY

The DISTRICT BOH warrants that its services and/or goods shall be performed and/or provided in a professional manner in accordance with applicable professional standards.

XXV. ACTS OF GOD

If by reason of ACT of God the parties are unable in whole or in part to act in accordance with this agreement, the parties shall not be deemed in default during the continuance of such inability provided, however, that DISTRICT BOH shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect the Agency's property or employees which are necessary to the DISTRICT BOH's ability to perform.

The term "Acts of God" as used herein shall mean without limitation: strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

The DISTRICT BOH shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control that which prevents the DISTRICT BOH from carrying out its obligations contained herein.

XXVI. COORDINATION

The DISTRICT BOH will advise the Agency of any significant fund raising campaigns contemplated by the DISTRICT BOH within Cuyahoga County for supplementary operating or capital funds during the term of this agreement so that the same may be coordinated.

With any planned promotion of public or private funds by the Agency for the benefit of this and other agencies within the community.

XXVII. LEGAL ACTION

Any legal action brought pursuant to the agreement will be filed in the state courts located in Cuyahoga County, Ohio and Ohio law will apply.

XXVIII. CHILD SUPPORT ENFORCEMENT

The DISTRICT BOH agrees to cooperate with the Agency, ODJFS and any other Child Support Enforcement Agency in ensuring that the DISTRICT BOH's employees meet child support obligations established under state law. Further, by executing this agreement, the DISTRICT BOH certifies present and future compliance with any order for the withholding of child support payments that are issued pursuant to Sections 3113.21 and 3113.214 of the Ohio Revised Code

XXIX. PUBLIC RECORDS

Subject to Article XXII Confidentiality, this agreement is a matter of public record under the laws of the State of Ohio. The DISTRICT BOH agrees to make copies of this agreement promptly available to any requesting party. Upon request made pursuant to Ohio Law, the Agency shall make available the agreement and all public records generated as a result of this agreement

By entering into this agreement, the DISTRICT BOH acknowledges and understands that records maintained by the DISTRICT BOH pursuant to this agreement may be deemed public record and subject to disclosure under Ohio law. DISTRICT BOH shall comply with the Ohio public records law

XXX. DRUG-FREE WORKPLACE

The DISTRICT BOH certifies and affirms that the DISTRICT BOH will comply with all applicable state and federal laws regarding a drug-free workplace. The DISTRICT BOH will make a good faith effort to ensure that all employees performing duties or responsibilities under this agreement, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XXXI. TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, the DISTRICT BOH agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. The DISTRICT BOH also agrees to include such provision in any such agreement, subcontract, grant or procedure with any other party, which will be providing services, whether directly or indirectly, to the Agency's consumers.

XXXII. AMENDMENTS

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original agreement.

XXXIII. WAIVER

Any waiver by either party of any provision or condition of this agreement shall not be construed or deemed to be a waiver of any other provision or condition of

this agreement, nor a waiver of a subsequent breach of the same provision or condition

XXXIV. DISTRICT BOH SOLICITATION OF AGENCY EMPLOYEES

The DISTRICT BOH warrants that for one (1) calendar year from the beginning date of this agreement with the Agency, the DISTRICT BOH and its employees will not solicit the Agency's employees to work for the DISTRICT BOH. The term DISTRICT BOH includes all staff personnel.

XXXV. MAINTENANCE OF SERVICE

The DISTRICT BOH certifies the services being reimbursed are not available from the DISTRICT BOH on a non-reimbursable basis or for less than the unit cost and that the level of service existing prior to the agreement shall be maintained. The DISTRICT BOH further certifies that Federal funds will not be used to supplant non-federal funds for the same service.

XXXVI. GRIEVANCE PROCESS

The DISTRICT BOH will notify the Agency in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this agreement. The DISTRICT BOH shall submit any and all facts pertaining to the grievance and the resolution of the grievance to the program contact person.

The DISTRICT BOH will post their organizational grievance policy and procedure in a public or common area at each contracted site so all participants are aware of the process.

XXXVII. PROPERTY

Any item produced under this agreement or with funds provided under this agreement, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the COUNTY, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. The DISTRICT BOH will not obtain copyright, patent, or other proprietary protection for the deliverables. The DISTRICT BOH will not include in any deliverable any copyrighted matter in the manner provided in this agreement. The DISTRICT BOH agrees the deliverables will be made freely available to the general public unless the Agency determines, pursuant to state or federal law, that such materials are confidential.

XXXVIII. DEBARMENT AND SUSPENSION

For contracts valued at greater than \$100,000.00, the Agency may not contract with DISTRICT BOHs on the non-procurement portion of the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689. By signing this contract, the DISTRICT BOH warrants that the DISTRICT BOH will immediately notify the Agency if the DISTRICT BOH is added to the List at any time during the life of this contract. Upon receipt of notice, the Agency will issue a termination notice in accordance with the terms of

the agreement. If the DISTRICT BOH fails to notify the Agency, then the Agency reserves the right to immediately suspend payment and terminate the agreement.

XXXVIII. ELECTRONIC SIGNATURE

By entering into this agreement, I agree on behalf of the contracting or submitting Business entity, its officers, employees, subcontractors, sub grantees, agents or Assigns, to conduct this transaction by electronic means by agreeing that all Documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned Entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the Electronic signature policy of Cuyahoga County.


XXXVIII. NOTICE

Any notices or invoices required by this agreement shall be sufficient if sent by the Parties through US mail, postage paid, to the addresses below:

County: Family and Children First Council
1801 St. Clair Avenue NE
Cleveland, Ohio 44114
Attn: Robin R. Martin, Program Director


DISTRICT BOH: The Cuyahoga County District Board of Health
5550 Venture Drive
Parma, Ohio 44130
Attn: Terrance Allan, Health Commissioner

IN WITNESS THEREOF, the Cuyahoga County District Board of Health have caused this Agreement to be executed this ____ day of ____ 2011

By: 
Terrance Allan, Health Commissioner
Cuyahoga County District Board of Health

The legal form and correctness of the within instrument is hereby approved
MICHAEL D. POKORNY
ADMINISTRATIVE COUNSEL
Date 6/10/2011

County of Cuyahoga, Ohio
Edward FitzGerald, County Executive


By: 2011-10-17 11:13:04
Edward FitzGerald, County Executive