

**CUYAHOGA COUNTY  
FAMILY AND CHILDREN FIRST COUNCIL  
INTERAGENCY AGREEMENT WITH  
EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY**

THIS AGREEMENT entered into this 23 day of September 2011, by and between Cuyahoga, County, Ohio ("THE COUNTY"), on behalf of its Office of Health and Human Services, Family and Children First Council ("FCFC"), 1801 St. Clair Ave, NE, Cleveland, Ohio 44114 and the and the Educational Service Center of Cuyahoga County, a political subdivision of the state governed by Ohio School Law, with principal offices located at 5811 Canal Road, Valley View, Ohio 44125 (216) 524-3000 (the "ESC") for the purpose of as the fiscal agent for the Families and Schools Together (FAST) Program in various school districts throughout Cuyahoga County for the the time period of July 1, 2011 to June 30, 2012.

WHEREAS, FCFC is the planning body committed to ensuring a comprehensive family centered system of services for families prenatal through 18 years of age and;

WHEREAS, the ESC is an administrative body that plans, monitors, evaluates and funds for school districts that promote wellness, and prevention for the residents of Cuyahoga County, and;

WHEREAS, the Families and Schools Together (FAST) program is an international evidence-based multifamily program that promotes group intervention designed to build protective factors for children while empowering their parents to be the primary prevention agents.

WHEREAS, the ESC has reviewed this agreement and finds it to be consistent with its mission, the ESC agrees to serve as the fiscal agent for the FAST program, contracting with certified school-based trainers and school districts (hereinafter referred to as Provider) to provide said program in selected school districts. To administer the program, the ESC will accept an award from the County the amount not to exceed **\$240,000.00** for the period of **July 1, 2011** through and including **June 30, 2012**. Project may be continued for funding based on federal and state renewal of funds, and;

WHEREAS, FCFC and ESC agree that the ESC will be the fiscal agent and FCFC will monitor and approval all programmatic components related to the implementation of the FAMILIES AND SCHOOLS TOGETHER PROGRAM, hereinafter referred to as FAST, as a core component of the FCFC Child Well-Being Plan,

NOW, THEREFORE, the parties agree as follows:

**I. SCOPE OF SERVICES**

**The ESC shall:**

- 1) The ESC shall perform the following functions with regard to this contract, including but not limited to:

- Serve as the fiscal agent for the disbursement and monitoring of funds. ESC agrees that the funding provided through this contract will be used only for the FAST and FASTWORKS activities as specified. Funding for this contract for services commencing July 1, 2011 through June 30, 2012 shall not exceed the amount of \$240,000.00.
- Enter into contracts with identified trainers and vendors to provide school and community based programming related to the project and reimburses trainers and vendors according to the FAST budget guidelines and fiscal procedures.
- Enter into contracts with identified trainers and vendors to provide the annual FASTWORKS event.
- None of the services covered by this contract shall be contracted to any agency organization, other than the selected Service Provider(s).

**The FCFC shall:**

- 2) The County, through the Family and Children First Council (FCFC) shall perform the following functions with regard to this agreement, including but not limited to:
  - FCFC, by and through its fiscal agent, the Cuyahoga County, shall transfer funds in the amount of \$240,000.00 to the ESC for the purpose of the oversight and management of FAST.
  - Administer the FAST Program through the use of FAST National Certified Trainers and vendor agencies to implement trainings and complete site visits with participating schools that shall be selected by FCFC.
  - Adhere to all training, evaluation and program standards set forth by the FAST National Training and Evaluation Center and monitor overall program performance to insure program fidelity and completeness of provider site-specific information including the recruitment and retention of families.
  - Develop corrective action plans for districts that do not meet performance goals.
  - Coordinate pre and post testing and program evaluation reporting as stipulated by FAST National and other program requirements.
  - Continue to convene FASTWORKS parent committee meetings and to implement the annual FASTWORKS event.
  - Submit semi-annual reports to FCFC on agreed upon performance measures and one final report by July 31, 2012.
  - FCFC will maintain the focus of the FAST Program, targeting school aged youth.
  - An FCFC Program Officer will be assigned to share all necessary communications with the ESC.
  - FCFC will be responsible for providing federal reporting regarding the use of TANF funds for the FAST Program.

**II. PURCHASE OF SERVICE**

The ESC agrees to acknowledge the financial support of the 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. ESC RESPONSIBILITY**

Required Documentation and Reporting Records of all service provided to all individuals in the agreement.

The COUNTY reserves the right to request additional reports pertaining to the specific program during the agreement period. It is the responsibility of the ESC to furnish the COUNTY with reports as requested.

### **IV. BILLING AND PAYMENT**

Billing and Payment – The COUNTY shall make semi-annual payments upon receipt of an invoice. The ESC will submit an invoice with accompanying reports to the COUNTY. The COUNTY will review such invoices for completeness/correctness and any information necessary before making the interagency transfer within thirty (30) calendar days after receipt of an accurate invoice. The first payment may be made immediately following the execution of this agreement upon receipt of an invoice and report. 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 \$240,000.00.

The total amount of the contract cannot exceed **\$240,000.00** over the life of this interagency agreement. If the amount of the invoices exceeds the amount of the contract, the ESC realizes that no additional funds will be paid over and above the total amount of the contract, under any circumstances, even if additional services are provided.

A. The ESC 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 ESC shall require that the following unallowable costs are not included in the subcontractors' determination of 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 ESC warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this agreement program in accordance with the requirements of Section IX.

### **V. MONITORING AND EVALUATION**

#### **Agreement Monitoring and Evaluation**

The COUNTY and the ESC 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 ESC agrees to provide the COUNTY with those reports relative to the effective operation of the program (when applicable).

## **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 ESC hereunder, the products or services directly involved in the performance of that function may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY will notify the ESC 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 COUNTY in the event this provision is exercised, and the COUNTY 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 ESC warrants that claims made to the COUNTY for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the ESC 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 COUNTY by the ESC shall be retained and made available by the ESC for audit by the COUNTY, the State of Ohio (including, but not limited to, 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 ESC 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 ESC from obtaining and working under an additional contractual arrangement(s) with other parties aside from the COUNTY, assuming that the agreement work in no way impedes the ESC's ability to perform the services required under this agreement. The ESC 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 ESC further agrees that there is no financial interest involved on the part of any COUNTY officers or employees of the county involved in the development of the specifications or the negotiation of this agreement. The ESC has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a COUNTY employee will gain financially or receive personal favors as a result of the signing or implementation of this agreement.

The ESC will report the discovery of any potential conflict of interest to the COUNTY. Should a conflict of interest be discovered during the term of this agreement, the COUNTY 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 ESC without the prior written approval of the COUNTY.

The ESC may subcontract the services agreed to in this agreement without the express written consent of the COUNTY. All subcontracts are subject to the same terms, conditions, and covenants contained within this agreement. The ESC 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 contracts, 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 ESC wish to terminate this agreement the ESC must deliver the notice of termination 30 days prior to the effective date of termination. Should the COUNTY wish to terminate, the COUNTY may do so upon 140 days written notice. The COUNTY and the ESC 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, 1801 St. Clair Avenue, Cleveland, Ohio 44114.

The parties further agree that should the ESC become unable to provide the services agreed to in this agreement for any reason or otherwise materially breach this agreement, such service as the ESC 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 ESC become unable to complete the services requested in this agreement for any reason, such work as the ESC has completed upon the date of its inability to continue the terms of this agreement shall become the property of the COUNTY.

The COUNTY shall not be liable to pay to the ESC any further compensation after the date of the ESC'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 ESC 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 ESC shall not be relieved of liability to the COUNTY for damages sustained by virtue of any breach of the agreement by the ESC. The COUNTY may withhold any compensation to the ESC for the purpose of off-set until such time as the amount of damages due the COUNTY from the ESC is agreed upon or otherwise terminated.

## **XVI. COMPLIANCE**

The ESC certifies that the ESC 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 ESC 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 ESC's full time employees.

## **XVII. NON-DISCRIMINATION**

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

The ESC, or any person claiming through the ESC, 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 ESC.

### **XVIII. RELATIONSHIP**

Nothing in this agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture with the ESC in the conduct of the provisions of this agreement. The ESC 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 COUNTY.

### **XIX. DISCLOSURE**

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

### **XX. INSURANCE**

The ESC shall at times during the terms of this Agreement subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required there-under. The ESC shall further purchase and maintain during the life of this agreement to cover loss, liability or damage alleged to have been committed by the ESC, the ESC's employees, agents, servants, volunteers, or assigns, Employment Practices Liability insurance coverage, and Commercial General Liability (CGL) insurance coverage, as herein specified by the Board. It is understood that said CGL coverage is to include, but not be limited to standard provisions for sexual and physical abuse, broad form property damage, personal injury, advertising injury, completed operations, product liability and firm damage. Exact copies of Certificates of Liability delineating such coverage shall be deposited with the COUNTY prior to commencement of services under this Agreement. The amounts of said insurance shall be as follows:

Commercial General Liability coverage with limits of at least \$1,000,000 per claim and \$2,000,000 annual aggregate

Employment Practices Liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 annual aggregate

The policies for each of the requisite insurance coverage hereinabove specified shall contain the following provision: "The ESC agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice shall be mailed to the, Office of Health & Human Services, Family & Children First Council, 1801 St. Clair Avenue, Cleveland, Ohio 44114."

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.

## **XXI. CONFIDENTIALITY**

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

### **Client Data Confidentiality**

By receiving client data in any form whatsoever from Health & Human Services the parties to this agreement shall protect the confidentiality of said data as per the requirements of Ohio Administrative Code 5101:1-1-03, the regulations promulgated by the United States Department of Health and Human Services, the provisions of HIPAA, specifically 45 CFR 164.501, any amendments thereto, and as detailed below.

**Definition-** "Client data" is any information that is, or can be, related to an individual client including all personal health information (PHI) as defined at 45 CFR 164.501.

**Permitted Uses and Disclosures-** The Contractor and its agents and subcontractors shall not use or disclose client data except as specifically stated in this agreement.

**Safeguards-** The Contractor shall use appropriate safeguards to protect against use or disclosure not provided for in this agreement.

**Reporting of Disclosure-** The Contractor shall promptly report to HHS any knowledge of uses or disclosures of client data that are not in accordance with this Agreement or applicable law. In addition, Contractor shall mitigate any adverse effects of such a breach to the extent possible.

**Agents and Subcontractors-** Contractor ensures that all its agents and subcontractors that receive client data from or on behalf of HHS agree to the same restrictions and conditions that apply to Contractor with respect to the use or disclosure of the client data.

**Accessibility of Information-** Contractor shall make available to HHS such information as HHS may require to fulfill HHS's obligations to provide access to, provide a copy of, and account for disclosures with respect to client data pursuant to HIPAA and regulations promulgated by



the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.154 and 164.528 and any amendments thereto.

**Amendments of Information-** Contractor shall make client data available to HHS in order for HHS to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by HHS, incorporate any amendments into the information held by the Contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.

**Disclosure-** Contractor shall make available its internal practices, books and records relating to use and disclosure of client data received from HHS, or created or received by Contractor on behalf of HHS, to HHS and to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining HHS's compliance with HIPAA and the regulations promulgated by the U.S. Department of Health and Human services and any amendments thereto.

**Material Breach-** In the event of a material breach of Contractor's obligation under this section, HHS may at its option terminate this agreement. Termination of this agreement shall not affect any provision of this agreement which, by its wording or its nature, is intended to remain effective and to continue to operate in the event of termination.

**Return or Destruction of Information-** Upon termination of this Agreement, Contractor, at HHS's option, shall return to HHS, or destroy, all client data in its possession, and keep no copies of the information except as requested by HHS or required by law. If Contractor or its agents or subcontractors destroy any client data then Contractor will provide to HHS documentation evidencing such destruction. Any client data maintained by Contractor shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

## **XXII. AUDIT RESPONSIBILITY**

A. The ESC agrees to comply with all relevant requirements of OMB circular A-133. In addition, the ESC acknowledges participation in the COUNTY 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 ESC agrees to repay the COUNTY 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 ESC will be required and hereby agrees to sign a REPAYMENT OF FUNDS AGREEMENT. The ESC recognizes and agrees that the COUNTY 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 COUNTY 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 COUNTY 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 ESC agrees to give the COUNTY a copy of ESC's annual report, annual independent audit report and any associated management letters.

### **XXIII. WARRANTY**

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

### **XXIV. 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 ESC shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect the COUNTY's property or employees which are necessary to the ESC's ability to perform.

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

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

### **XXV. COORDINATION**

The ESC will advise the COUNTY of any significant fund raising campaigns contemplated by the ESC 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 COUNTY for the benefit of this and other agencies within the community.

### **XXVI. 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.

#### **XXVII. CHILD SUPPORT ENFORCEMENT**

The ESC agrees to cooperate with the COUNTY, Ohio Department of Job & Family Services (ODJFS) and any other Child Support Enforcement COUNTY in ensuring that the ESC's employees meet child support obligations established under state law. Further, by executing this agreement, the ESC 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.

#### **XXVIII. PUBLIC RECORDS**

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

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

#### **XXIX. DRUG-FREE WORKPLACE**

The ESC certifies and affirms that the ESC will comply with all applicable state and federal laws regarding a drug-free workplace. The ESC 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.

#### **XXX. 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.

#### **XXXI. 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.

#### **XXXII. ESC SOLICITATION OF COUNTY EMPLOYEES**

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

### **XXXIII. GRIEVANCE PROCESS**

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

The ESC 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.

### **XXXIV. 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 County, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. The ESC will not obtain copyright, patent, or other proprietary protection for the deliverables. The ESC will not include in any deliverable any copyrighted matter in the manner provided in this agreement. The ESC agrees the deliverables will be made freely available to the general public unless the COUNTY determines, pursuant to state or federal law, that such materials are confidential.

### **XXXV. DEBARMENT AND SUSPENSION**

For agreements valued at greater than \$100,000.00, the COUNTY may not contract with ESCs 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 agreement, the ESC warrants that the ESC will immediately notify the COUNTY if the ESC is added to the List at any time during the life of this agreement. Upon receipt of notice, the COUNTY will issue a termination notice in accordance with the terms of the agreement. If the ESC fails to notify the COUNTY, then the COUNTY reserves the right to immediately suspend payment and terminate the agreement.

### **XXXII. ELECTRONIC SIGNATURE**

By entering into this agreement, I agree 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. 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.

**XXXIII. NOTICE**

Any notices or invoices required by this agreement shall be sufficient if sent by the parties through U.S. mail, postage paid, to the addresses below:

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

ESC: Educational Service Center of Cuyahoga County  
5811 Canal Road, Valley View, Ohio 44125  
Attn: Dr. Robert Mengerink, Superintend

IN WITNESS THEREOF, the Educational Service Center of Cuyahoga County has caused this Agreement to be executed this 23<sup>rd</sup> day of September 2011.

Educational Service Center of Cuyahoga County

Robert A Mengerink 9/23<sup>rd</sup>/11  
Dr. Robert Mengerink, Superintendent Date

Edward FitzGerald, County Executive  
County of Cuyahoga, Ohio  
Ed FitzGerald/ap  
2011-10-17 11:13:14  
By: \_\_\_\_\_  
Edward FitzGerald, County Executive

## EXHIBIT I

### BUDGET

I. The Agency agrees to reimburse the ESC for the costs described below to the degree they are determined to be fair and reasonable as the fiscal agent for the Families and Schools Together (FAST) Program in various school districts throughout Cuyahoga County for the time period of July 1, 2011 to July 31, 2012 for the amount of **\$240,000.00**.

A. The Agency agrees to reimburse the ESC for the following expenses in an amount not to exceed **\$240,000.00**:

1. Program Cost	220,000.00
2. Administrative Costs	<u>20,000.00</u>
	<u>\$240,000.00</u>

B. To receive reimbursement for these costs, the ESC must submit an invoice detailing the actual expenses incurred during the semiannual.

II. All invoices should be sent to:

Cuyahoga County Family & Children First Council  
1801 St. Clair Avenue  
Cleveland, Ohio 44114  
Attn: Robin R. Martin  
Ph. (216) 698-2875, Fax (216) 698-2870  
Email: **rmartin@cuyahogacounty.us**