

**AGREEMENT**  
**BETWEEN**  
**COUNTY OF CUYAHOGA**  
**AND**  
**THE METROHEALTH SYSTEM**  
**FOR**  
**THE SERVICES OF LICENSED PROFESSIONALS**

This Agreement (the "Agreement") is entered into on March 16, 2013, by and between the County of Cuyahoga (the "County") on behalf of the County Sheriff's Office located at 1215 West 3rd Street, Cleveland, Ohio 44113 ("CCSO"), and The MetroHealth System, a County hospital organized and operated by its board of county hospital trustees under Chapter 339 of the Ohio Revised Code located at 2500 MetroHealth Drive, Cleveland, Ohio 44109 ("MetroHealth").

**RECITALS**

**WHEREAS**, CCSO is responsible for operating the Cuyahoga County Corrections Center (the "Center") located at 1215 West Third Street, Cleveland, Ohio 44113; and

**WHEREAS**, the County desires to retain the services of certain licensed professionals from MetroHealth as described and listed in the attached Exhibit A (each a "Licensed Professional") to provide certain medical services to CCSO detainees incarcerated at the Center; and

**WHEREAS**, MetroHealth is willing and able to provide the County with the Services of the Licensed Professionals.

**NOW, THEREFORE**, in consideration of the foregoing statements and the mutual promises made in this Agreement and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), MetroHealth and the County (herein individually the "Party" and collectively called the "Parties") agree as follows:

**Section I. Term.**

This Agreement shall commence on March 16, 2013 ("Effective Date") and continue to December 31, 2013, unless earlier terminated in accordance with the provisions

herein.

Any renewal of the Agreement for an additional term shall be made upon mutual written agreement of the Parties.

## **Section II. Scope of Services**

- A. In accordance with and subject to the terms and provisions of this Agreement, MetroHealth shall provide services (the "Services") to detainees of the Center as detailed in attached Exhibit A – "Schedule of Licensed Professionals and Fees", attached hereto and incorporated herein, subject to the direction and oversight of the Center's Medical Director. Metro Health will provide the Services pursuant to this Agreement in compliance with the policies, procedures, and directions of CCSO.
- B. In the event that a Licensed Professional provided pursuant to this Agreement shall be unavailable for any reason to perform the services contemplated herein, MetroHealth will make prompt notification to CCSO. MetroHealth will make reasonable and good faith efforts to provide CCSO with a similarly licensed and/or credentialed replacement Licensed Professional qualified to perform the anticipated services; however, nothing in this Agreement shall constitute a guarantee by MetroHealth of its ability to provide a replacement Licensed Professional.

## **Section III. CCSO Responsibility and Services.**

- A. County agrees to respect and abide by all Federal, State and local laws, rules.
- B. CCSO is the sole entity responsible for designing and implementing a program for access and delivery of adequate health care services to detainees and MetroHealth has no responsibility for same.
- C. CCSO shall have authority over, and shall be directly responsible for, the provision of all technical and ancillary components of the Services.
- D. CCSO shall employ or separately contract with a medical director ("Medical Director"). The Medical Director shall be a licensed physician in the State of Ohio who is the responsible physician for the Center. The Medical Director may seek privileges at the MetroHealth Medical Center as Adjunct Staff in accordance with MetroHealth's medical staff bylaws and rules and regulations. The Medical Director will provide clinical oversight of all medical services to ensure delivery of appropriate and medically necessary care. This will include, but is not limited to: full-service primary care, development of preventative and educational programs; use, updating and revising of the drug formulary; and clinical review of specialty physician consult recommendations for medical necessity and appropriateness.

- E. CCSO shall ensure that it employs or contracts with nursing staff and all such other clinical support staff sufficient in number and in quality as it determines, in the sole discretion of CCSO, is necessary to effectively operate the Center and consistent with National Commission for Correctional Health Care Standards.
- F. CCSO shall provide all equipment, medical supplies, pharmacologic medications, and instruments in a manner consistent with National Commission for Correctional Health Care Standards, with such enhancements or replacements as may be recommended by MetroHealth and which may be accepted by CCSO.
- G. CCSO is the sole entity responsible for the custody of detainees, which includes their physical safety and security, housing, access to medical treatment, transportation, nutrition, recreation, and education, among others. Final judgment with regard to all matters pertaining to the care and custody of detainees shall rest with CCSO.
- H. CCSO will provide Licensed Professionals with an orientation to the Center and to the Center's policies and procedures including training in security precautions needed to provide services in the jail environment.
- I. CCSO shall immediately report to the Chief Risk Officer at MetroHealth any unexpected incident known to involve any Licensed Personnel (such as errors, unanticipated deaths or other unanticipated inmate-related events or injuries, and any safety hazards known to be related to the services provided by Licensed Professionals). The Chief Risk Officer at MetroHealth will report to the CCSO Medical Director any unexpected incident known to involve any Licensed Personnel or other MetroHealth staff (such as errors, unanticipated deaths or other unanticipated inmate-related events or injuries), and any safety hazards known to be related to the services provided by MetroHealth.
- J. CCSO will provide security to the Licensed Professionals while at the Center, as well as to their property and equipment. Licensed Professionals shall adhere to any and all CCSO security standards and/or protocols. Licensed Professionals will be instructed and oriented to the CCSO facility such that Licensed Professionals will be able to complete the required employee entrance screening and will not be unduly delayed in starting their shift at the Center.
- K. CCSO will provide access to inmates sufficient to permit Licensed Professionals to deliver safe and effective health services in a manner that complies with applicable accreditation and regulatory standards.
- ~~L. CCSO will provide adequate space within the Center for Licensed Professionals to provide healthcare, dental care and mental health services necessary in the furtherance of the assigned duties and responsibilities of the Licensed Professionals.~~

- M. CCSO will provide special medical diets for inmates for whom such special diets are medically necessary as ordered by Licensed Professional.
- N. CCSO will provide adequate hygiene supplies for inmates as necessary, and in compliance with CCSO policy and security regulations and consistent with National Commission for Correctional Health Care standards. CCSO shall operate the Center in accordance with all applicable laws and regulations and in compliance with the American Correctional Association standards.

**Section IV. Non-Exclusivity.**

- A. Nothing in this Agreement contemplates an exclusive arrangement.
- B. MetroHealth, at its sole discretion, may direct a Licensed Professional to devote all or part of the Licensed Professional's committed time to MetroHealth, not subject to this Agreement, to other MetroHealth business. MetroHealth will make commercially reasonable efforts to minimize turnover of Licensed Professionals.
- C. Licensed Professional, at his or her sole discretion, may devote to any other pursuit any professional time not committed to MetroHealth, and not subject to this Agreement.

**Section V. MetroHealth's Responsibilities With Regard to Each Licensed Professional.**

- A. MetroHealth agrees to make available the Services of each Licensed Professional described in Exhibit A. Some Services may be provided via telemedicine. CCSO has the right to review credentials of assigned individuals at their discretion, and only those approved will be granted privileges to practice at the Corrections Center. The Licensed Professionals will deliver the Services at the scheduled times set forth in Exhibit A. Such schedule may be adjusted from time-to-time as necessary and appropriate by mutual agreement of CCSO and MetroHealth. The Parties further agree that the number of Licensed Professionals provided by MetroHealth as set forth in Exhibit A may be adjusted from time-to-time as necessary and appropriate by mutual written agreement of CCSO and MetroHealth.
- B. MetroHealth shall take all steps necessary and sufficient for the Licensed Professional to be bound by the terms and conditions of this Agreement.
- C. MetroHealth shall cause Licensed Professional to render and provide Services under this Agreement in a competent, efficient and satisfactory manner, in

accordance with generally accepted correctional medicine standards applicable to the Licensed Professional's profession, and in accordance with all CCSO policies and procedures. All Licensed Professionals are expected to collaborate with the CCSO Utilization Management program to ensure that medically necessary care is provided.

- D. MetroHealth shall monitor the qualifications, capabilities and capacities of individuals performing Services under this Agreement.
- E. MetroHealth agrees to respect and abide by all Federal, State and local laws, rules, and regulations, including those pertaining to confidentiality and disclosure with regard to all information and records obtained or reviewed in the course of providing services to CCSO and/or its detainees, and cause Licensed Professional to do the same.

**Section VI. County's Responsibilities With Regard to Each Licensed Professional.**

- A. County shall compensate MetroHealth for the Services as provided in Section VII of this Agreement. Such compensation shall include reimbursement for the following benefits to be paid to the Licensed Professionals: (i) hours worked; (ii) fringe benefits; (iii) vacation time; (iv) sick time; and (v) Family Medical Leave Act time ((iii), (iv) and (v) are together "Paid Benefit Time"). Licensed Professionals will accrue and be allocated Paid Benefit Time as MetroHealth employees. When the Licensed Professionals avail themselves of the Paid Benefit Time, MetroHealth will not be required to provide a replacement Licensed Professional and the County will reimburse MetroHealth for the Licensed Professional's Paid Benefit Time as set forth in Exhibit A.
- B. CCSO will provide each Licensed Professional with orientation, guidance and assistance necessary to enable the Licensed Professional to fulfill their duties and obligations under this Agreement in a competent, efficient and satisfactory manner in accordance with generally accepted correctional medicine standards and in accordance with all CCSO policies and procedures.
- C. CCSO shall be responsible for all internal credentialing and privileging necessary and applicable to the Licensed Professional's practice at the Center.
- D. CCSO shall be responsible for all billing to health insurance or other reimbursement sources as appropriate for the health care services rendered by the Licensed Professionals to CCSO's detainees.

**Section VII. Fees; Payment Terms.**

- A. The County will pay MetroHealth fees not to exceed One Million and No/100 Dollars (\$1,000,000.00) for the Services provided by the Licensed Professionals at the rates described and listed in the attached Exhibit A. Invoices shall be submitted by MetroHealth to CCSO in the form attached as Exhibit B.
- B. MetroHealth shall submit a complete monthly invoice to CCSO for the accrued fees, and payment shall be due within forty-five (45) days of CCSO's receipt and approval of the complete monthly invoice. Incomplete invoices shall be returned for correction.
- C. MetroHealth shall only invoice for services actually rendered under this Agreement, which shall include Licensed Professionals Paid Benefit Time. Invoices will be prepared and submitted for payment based on the work performed since the previous invoice, all of which are subject to approval of an audit by the County.

**Section VIII. Certifications, Representations, Warranties.**

- A. MetroHealth certifies and warrants, to the best of its knowledge, the following with regards to itself, its employees, and its agents, performing within the scope of the Agreement (each an "Individual"):
  - (1) Each Licensed Professional is qualified and carries all required and applicable state and Federal licenses to practice.
  - (2) Each Licensed Professional's license to practice has never been suspended or revoked, and Licensed Professional has not received any other sanctions from any licensing board, specialty board, or applicable state or local professional society; has not been denied membership or re-appointment to any applicable professional staff, and Licensed Professionals applicable practice privileges have never been suspended, curtailed, or revoked.
- B. Each Party certifies and warrants, to the best of the Party's knowledge, the following with regard to itself, its employees, and its agents (each an "Individual"):
  - (1) No Individual is barred from participation in any state or federally funded programs or on any list of such barred individuals, including but not limited to:
    - (a) The list of excluded individuals and entities maintained by the

Office of Inspector General for the United States Department of Health and Human Services ("Excluded List"); and

- (b) The Excluded Parties List System ("EPLS") maintained by the US General Services Administration.

At least once annually, each Party shall screen employees against the Excluded List and the EPLS.

- (2) No Individual is on any state or federal anti-terror or other exclusion lists or involved in any related investigations;
  - (3) No Individual has been convicted of criminal offenses related to their involvement in Medicaid, Medicare, or other health insurance or health care programs or any Federal or State social service programs;
  - (4) No Individual has any undisclosed interest in the Agreement that would constitute a conflict of interest or other violation of Ohio or federal ethics laws and rules; and
  - (5) No Individual has any criminal background or record that would bar the Individual from performing the Individual's obligations under the Agreement.
- C. Each Party warrants and represents that it has not employed or retained any company, firm or person, other than a bona fide employee working for the Party, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working for the Party, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- D. MetroHealth warrants that it is in good standing with the Ohio Department of Health ("ODH") and the Centers for Medicare and Medicaid Services ("CMS"). Good standing means that neither ODH nor CMS has suspended, denied, terminated or failed to renew MetroHealth's agreement with ODH and CMS been voluntarily or involuntarily terminated, suspended, or not renewed as a result of violation of any State or Federal law.

#### **Section IX. Non-Solicitation.**

Each Party recognizes that the other Party incurs significant costs in recruiting and training its professionals, including Licensed Professionals, and will suffer a considerable economic loss if the Party directly recruits a professional. Therefore, the Parties agree that during the term of this Agreement, and for the twelve (12) month period following termination of this Agreement, neither Party nor an affiliate shall, either directly or indirectly, employ or attempt to employ any employee of the other

Party who is affiliated with delivery of the Services, or otherwise solicit, induce, cause or facilitate any employee of the other Party who is affiliated with delivery of the Services to terminate his or her employment with such employer, without the written consent of the other Party after reasonable notice. If either party or an affiliate (each a "Recruiting Party") directly recruits and engages any employee during any active term of this Agreement or within one (1) calendar year thereafter, then at the discretion of the other Party, the Recruiting Party agrees to pay to the other Party a recruiting fee in the amount of forty per cent (40%) of such employee's then annual base salary, not including fringe, incentive and other benefits, to defray the other Party's costs of recruiting a replacement for such employee.

Notwithstanding the foregoing, or any other provision herein to the contrary, the Parties specifically acknowledge that it is the intent of CCSO to explore the hiring of certain of the Licensed Professionals provided by MetroHealth during, and/or after the term of this Agreement. The Parties further agree that CCSO shall not be responsible for a recruiting fee for any Licensed Professional whose services were obtained by MetroHealth solely for the purpose of the provision of services for CCSO. Therefore, the Parties agree that upon placement of a Licensed Professional at the Center, MetroHealth shall inform CCSO if any Licensed Professional is "Recruitable" in writing to CCSO, and CCSO will acknowledge said designation in writing. Unless designated "Recruitable", the Licensed Professional is not recruitable.

#### **Section X. Insurance and Releases.**

- A. CCSO shall retain liability for, and shall provide for insurance against, all acts and omissions by all CCSO employees or agents providing care or other actions related to the medical care provided to the detainees of the Center and will maintain coverage for professional and general liability through a properly constituted self-insurance or risk retention program in a form and with limits of at least ten million dollars (\$10,000,000) covering CCSO for all services provided by CCSO, including its employed and contracted clinical and pharmaceutical staff and physicians. Upon request, the CCSO shall provide MetroHealth with documents evidencing the availability of coverage required under this section and providing for not less than thirty (30) days' notice to MetroHealth of the cancellation of such insurance. CCSO will promptly notify MetroHealth of any cancellation, reduction, or other material change in the amount or scope of any coverage required under this section.
- B. MetroHealth shall retain liability for, and shall provide for insurance against, all acts and omissions by all MetroHealth employees providing Services and will maintain coverage for professional and commercial general liability through a properly constituted self-insurance or risk retention program in a form and with limits of at least ten million dollars (\$10,000,000) covering MetroHealth for all Services provided by MetroHealth. MetroHealth shall cause Cuyahoga County to be listed on any such commercial general liability insurance as an additional insured. Upon request, MetroHealth will provide CCSO with documents or certificates of insurance evidencing the coverage required under this section and



providing for not less than thirty (30) days' notice to CCSO of the cancellation of such insurance. MetroHealth will promptly notify CCSO of any cancellation, reduction, or other material change in the amount or scope of any coverage required under this section.

- C. To the extent permitted by Ohio law and its coverage limits, MetroHealth shall release and hold CCSO harmless from any and all claims or liabilities incurred as a result of the acts, omissions, medical negligence or malpractice of MetroHealth or of any employee or agent of MetroHealth occurring in the context of rendering the Services under this Agreement. As a condition precedent CCSO shall give MetroHealth written notice of any such claim and of CCSO's intent to seek a release as soon as practicable after such a claim becomes evident.
- D. To the extent permitted by Ohio law, CCSO shall release and hold MetroHealth harmless from any and all claims or liabilities incurred as a result of the acts, omissions, medical negligence or malpractice of CCSO or of any employee or agent of CCSO occurring in the context of rendering care to the detainees in the Center. As a condition precedent, MetroHealth shall give CCSO written notice of any such claim and of MetroHealth's intent to seek a release as soon as practicable after such claim becomes evident.
- E. To the extent permitted by Ohio law and its coverage limits, MetroHealth shall also release CCSO and hold it harmless from any and all claims or liabilities incurred as a result of the acts, or omissions or non-medical negligence of MetroHealth or any of its employees or agents occurring in the context of rendering the Services under this Agreement.
- F. To the extent permitted by Ohio law, CCSO shall also release MetroHealth and hold it harmless from any and all claims or liabilities incurred as a result of the acts, or omissions or non-medical negligence of CCSO or any of its employees or agents occurring in the context of CCSO providing services to detainees under this Agreement.

#### **Section XI. Termination; Dispute Resolution.**

- A. During any active term, either Party may terminate the Agreement, without cause, by giving the other Party at least thirty (30) days prior written notice, or by mutual written consent.
- B. In the event that either Party determines it necessary to terminate this Agreement on the basis of an alleged material breach or material default by the other party, the parties agree to utilize good faith efforts to amicably resolve such dispute. In the event that an amicable resolution is not reached within thirty (30) days, the parties shall try in good faith to settle the dispute by mediation administered by the American Arbitration Association before resorting to arbitration, litigation or any and all remedies

available at law and equity.

- C. Notwithstanding the foregoing, or any other provision herein to the contrary, either party may at its discretion either immediately suspend all pending and future obligations under this Agreement, or in the alternative, immediately terminate this Agreement, upon the occurrence of any of the following:
- (1) The other Party's breach of its representations and warranties under Section VIII above;
  - (2) The other Party's failure of to maintain and/or provide insurance required under Section X above;
  - (3) The insolvency or bankruptcy of either Party, or cessation of operations or assignment of assets for the benefit of creditors by either Party.
- D. Proper venue for all unresolved disputes, controversies and litigation arising under the Agreement shall be exclusively with the Courts of Ohio and each hereby agree to submit to the personal jurisdiction of the Ohio Courts.

**Section XII. Relationship of the Parties.**

- A. The relationship between MetroHealth and CCSO shall be that of Independent contractors.
- B. Neither Party shall have any duty or obligation to: (1) Withhold and/or pay any federal, state or local taxes or Workers' or Unemployment Compensation Contributions or to comply with any other employment laws regarding the other Party's employees.
- C. Each Party shall satisfy all duties or obligations under federal, state or local law applicable to its relationship with its own employees.
- D. Except as set forth in Section VI above, each Party shall be solely responsible for the payment to or on behalf of its own employees of all distributions, wages and salaries, taxes, withholding payments, penalties, fees, professional education and seminar expenses, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans (including, but not limited to, workers' compensation and social security contributions, licensing and registration fees), additional benefits of any type, and the filing of all necessary documents, forms and returns pertinent to all of

the foregoing.

- E. Neither Party shall make any claim that the other Party is responsible for the payment or filing of any of the foregoing payments, withholdings, contributions, taxes, documents and returns, including but not limited to, Social Security contributions and employer income tax withholding obligations.
- F. Each Licensed Professional is, and at all times during any active term of this Agreement, shall remain an employee of MetroHealth. However, and notwithstanding anything else to the contrary in this section, during, and for the purposes of, the Services provided by the Licensed Professional to CCSO and its detainees within the scope of this Agreement, CCSO may exercise such control over each Licensed Professional as is either required by law, or is usual, customary, and incidental to any credentials or privileges granted by CCSO to the Licensed Professional.
- G. If the services under this Agreement so require, then MetroHealth agrees to execute CCSO's Business Associate Agreement as that term is defined and used in both the Health Insurance Portability and Accountability Act of 1996 and rules promulgated thereunder (as amended from time to time, "HIPAA") and the American Recovery and Reinvestment Act of 2009 and rules promulgated thereunder (as amended from time to time, "ARRA").
- H. The Parties shall establish a Quality Committee ("Quality Committee"), which shall meet not less than quarterly. The members of the Quality Committee shall include representatives appointed by each Party. The purpose of the Quality Committee shall be to conduct a continuous quality improvement program and serve as a venue to raise and address quality concerns by either Party. Issues and recommendations will be reported to the Chief Risk Officer of MetroHealth and to the Sheriff (the CCSO designee) for further disposition as indicated.

### **Section XIII. No Advertisement.**

Neither Party will, without the prior written consent of the other Party, use in advertising, publicity, or otherwise, the name, trademark, logo, symbol or other image of the Party or that Party's employee or agent, except as required for regulatory filing purposes or as otherwise permitted by this Agreement.

### **Section XIV. Confidentiality and Intellectual Property Rights.**

Subject to Section XV below:

- A. **Confidential Information.** As used herein, "Confidential Information" means any information disclosed, either orally or in writing, by one Party to the other Party, unless the disclosing Party indicates otherwise.

- B. **Exclusions.** Confidential Information does not, however, include information that the receiving Party can demonstrate:
- (a) Is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public;
  - (b) Was known by the receiving Party before receiving such information from the disclosing Party;
  - (c) Is hereafter rightfully obtained by the receiving Party from a third Party, without breach of any obligation to the disclosing Party; or
  - (d) Is independently developed by the receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information.
- C. **Obligations.** Each Party agrees:
- (a) To hold the other Party's Confidential Information in strict confidence;
  - (b) Not to disclose such Confidential Information to any third Party except as specifically authorized herein or as specifically authorized by the other Party in writing;
  - (c) To use all reasonable precautions, consistent with such Party's treatment of its own Confidential Information of a similar nature, to prevent the unauthorized disclosure of the other Party's Confidential Information; and
  - (d) Not to use any Confidential Information for any purpose other than the purpose of this Agreement ("Business Purpose").
- D. **Permitted Disclosures.** Each Party may disclose the other Party's Confidential Information to its responsible employees and professional advisers with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the Business Purpose and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information

**Required Disclosures.** Each Party may disclose the other Party's applicable law, provided that the receiving Party uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides

the disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure

**Copies and Abstracts.** To the extent necessary to carry out the Business Purpose, the receiving Party may make copies or abstracts of the disclosing Party's Confidential Information provided that all such copies and abstracts are themselves marked as confidential and provided that the receiving Party maintains a written record of the distribution of all such copies and abstracts.

- E. **Return of Confidential Information.** Upon the disclosing Party's request, the receiving Party will promptly return to the disclosing Party all copies of the Confidential Information, will destroy all notes, abstracts, and other documents that contain Confidential Information, and will provide to the disclosing Party a written certification of an officer of the receiving Party that it has done so.
- F. **No Implied Licenses.** Nothing in this Section will be construed as granting any rights to the receiving Party, by license of otherwise, to any of the disclosing Party's Confidential Information, except as specifically stated in this Section.
- G. **Injunctive Relief.** Each Party acknowledges that the unauthorized use or disclosure of the other Party's Confidential Information would cause irreparable harm to the other Party. Accordingly, each Party agrees that the other Party will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

#### **Section XV. Notice.**

Notice shall be deemed to have been given when delivered or upon receipt when mailed by Certified Mail, Return Receipt Requested to the applicable Party at the address(es) shown below:

##### **To MetroHealth:**

The MetroHealth System  
Phyllis Marino, Vice President  
2500 MetroHealth Drive  
Cleveland, Ohio 44109

##### **With Copy to:**

The MetroHealth System  
General Counsel  
2500 MetroHealth Drive  
Cleveland, Ohio 44109

**To CCSO:**

Cuyahoga County Sheriff's Office  
Attn: Sheriff  
1215 West 3rd Street  
Cleveland, Ohio 44113

**With Copy to:**

Cuyahoga County Law Department  
Attn: Law Director  
1219 Ontario Avenue, 4th Floor  
Cleveland, Ohio 44113

**Section XVI. Non-Discrimination.**

The Parties agree that they shall not engage in any discriminatory practices prohibited by state or Federal law.

**Section XVII. Miscellaneous.**

- A. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and all prior written or oral negotiations, representations, arrangements and/or agreements regarding the subject matter hereof are merged into and superseded by this Agreement. The Parties acknowledge that there are no verbal or other written understandings, arrangements and/or agreements between the Parties relating to the subject matter of this Agreement.
- B. This Agreement may be amended, altered or changed only through a written document, clearly designated as an amendment to this specific Agreement signed by the Parties.
- C. The Parties agree and assert that this Agreement and the Services and fees stated herein were negotiated at arms' length, and are intended to reflect the fair market value for the Services. Nothing in this Agreement is intended, and nor shall it be construed, to create, cause or induce any referrals of patients by one Party to the other.
- D. No waiver by MetroHealth or County and no refusal or neglect of MetroHealth or County to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein with respect to any violations, actions or omissions hereunder, unless such waiver is expressed in writing by the waiving party. Additionally, either Party's waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other

provision.

- E. If Services provided under this Agreement have an aggregate value or cost of Ten Thousand Dollars (\$10,000) or more over a 12-month period, each Party shall, until the expiration of four years after the furnishing of such Services, make available upon written request by the Secretary of Health and Human Services or upon the written request of the Comptroller General of the United States, or by any of their duly authorized representatives, this Agreement, the books, documents, and records of the Party that are necessary to verify the nature and extent of the cost of the Services provided under this Agreement.
- F. Neither Party may assign or transfer this Agreement, or any part hereof, without the other Party's prior written consent, which shall not be arbitrarily withheld. Nothing in this Agreement contemplates the creation of any third party beneficiaries of or to this Agreement.
- G. If any one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, those provisions shall be limited and enforced to the extent they would be legal and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- H. MetroHealth represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Agreement is void ab initio, and MetroHealth must immediately repay to County any funds paid under this Agreement and must make County whole for any damages sustained by County.
- I. Each Party recognizes and agrees that no public official or employee of the other Party may be deemed to have apparent authority to bind the other to any contractual obligations not properly authorized pursuant to the Party's contracting and purchasing procedures.
- J. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as though drafted by both Parties, and no presumption or burden of proof shall arise favoring or disfavoring one Party by virtue of the authorship of any of the Sections of this Agreement.
- K. If any Section of this Agreement is invalid or unenforceable for any reason, this Agreement shall be divisible as to such Section and the remainder of this Agreement shall be and remain valid and binding, as though such Section was not included herein.
- L. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one original document.

- M. Headings and captions in this Agreement are for convenience or for reference only and shall not limit or affect the meaning hereof.
- N. All County contracts are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracts and Purchasing Procedures Ordinance, and all contractors shall comply with all such ordinances as an integral part of all County contracts. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- O. This Agreement is signed, executed and consummated in the State of Ohio, and Ohio's laws shall govern all disputes, controversies, and litigation arising hereunder. MetroHealth and County hereby agree that proper venue for all disputes, controversies and litigation arising under this Agreement lies exclusively with the Courts of Ohio. For all disputes, controversies and litigation arising under this Agreement, MetroHealth and County hereby (jointly and individually) submit to the personal jurisdiction of the Ohio Courts.

#### **Section XVIII. Public Records**

MetroHealth acknowledges and agrees that as a political subdivision, County is subject to the requirements of the Ohio Public Records Law. When MetroHealth submits documents and/or information that properly and legally is exempt from disclosure under the Ohio Public Records Law, MetroHealth shall conspicuously mark such content as:

**CONFIDENTIAL – PURSUANT TO SECTION  
149.43(A)(1)(q) OF THE OHIO REVISED CODE, THIS  
INFORMATION CONSTITUTES A TRADE SECRET OF A  
COUNTY HOSPITAL ORGANIZED AND OPERATED  
UNDER CHAPTER 339 OF THE OHIO REVISED CODE.**

This Section shall survive the completion of the performance of the work hereunder and the termination of this Agreement.

#### **Section XIX. Electronic Signature**

**BY ENTERING INTO THIS AGREEMENT METROHEALTH AGREES ON BEHALF OF THE CONTRACTING 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 COUNTY TO SAID DOCUMENTS**

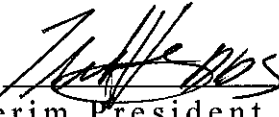



SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. METROHEALTH ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

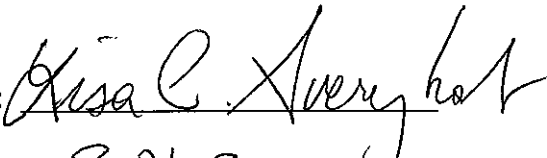
THE METROHEALTH SYSTEM

COUNTY OF CUYAHOGA, OHIO

By:   
Interim President and Chief  
Executive Officer

By:   
Edward FitzGerald  
County Executive

The legal form and correctness  
of this Agreement is hereby approved:  
Cuyahoga County Department of Law  
Majeed G. Makhoulf, Director of Law

By:   
Date: 3.21.13

## EXHIBIT A

### SCHEDULE OF LICENSED PROFESSIONALS AND FEES FOR MARCH 16, 2013 TO DECEMBER 31, 2013

Services to be Provided	Provider Name	FTE	Fees
Nurse Practitioner – primary care	Employee of MetroHealth	1.0	\$70.78 per hour
Nurse Practitioner – primary care	Employee of MetroHealth	1.0	\$70.78 per hour
Orthopedic Physician – Occupational Medicine	Employee of MetroHealth	0.1	\$170.00 per hour
Psychiatrist	Employee of MetroHealth	PRN	\$180.80 per hour
Physician collaborator for psychiatry Nurse Practitioners	Employee of MetroHealth	PRN	\$180.80 per hour*
Nurse Practitioner for Psychiatry	Employee of MetroHealth	1.0	\$85.40 per hour
Nurse Practitioner for Psychiatry	Employee of MetroHealth	0.4	\$85.40 per hour
On-call Psychiatrist	Employee of MetroHealth	PRN	\$600 per week
On-call Nurse Practitioner	Employee of MetroHealth	PRN	\$300 per week
Physician collaborator for primary care Nurse Practitioners	Employee of MetroHealth	PRN	\$300 per week*

\*Each physician collaborator's time shall include mentoring nurse practitioners and participating in the Quality Committee.

## **EXHIBIT B**

### **Invoice Form**

EXHIBIT B



The MetroHealth System  
2500 MetroHealth Drive  
Cleveland, OH 44109

Invoice Date:  
Invoice No:  
Account:

SERVICE PERIOD		PURCHASE ORDER		TERMS	
REFERENCE					
QTY	DESCRIPTION			AMOUNT	EXTENDED
				\$	\$
Balance Due					

Remit To:  
The MetroHealth System (Tax ID 34-0004382)  
P.O. Box 73122; Cleveland, OH 44193

