

**AGREEMENT  
FOR  
EARLY CHILDHOOD MENTAL HEALTH  
PROGRAM CENTRAL COORDINATOR**

This Agreement is entered by and between the County of Cuyahoga, Ohio, on behalf of the Cuyahoga County Division of Children and Family Services (the "County") and the Educational Service Center of Cuyahoga County ("ESC"), a public agency created by R.C. 3312.01(C), located at 5811 Canal Road, Valley View, Ohio 44125.

Whereas, the County, through its Division of Children and Family Services, provides child welfare services and is located at 3955 Euclid Avenue, Cleveland, Ohio 44115; and,

Whereas, the Educational Services Center; is a state\county entity created by Ohio law, and,

Whereas, several County entities have identified a need for a Childhood Mental Health Programs Central Coordinator and the entities have agreed to share the cost of the position.

Whereas, the entities which have partnered include the Office of Early Childhood/Invest in Children, the Cuyahoga County Alcohol, Drug Addiction & Mental Health Services Board, the Cuyahoga County Board of Developmental Disabilities, the Division of Children and Family Services, the Educational Services Center and Help Me Grow of Cuyahoga County.

Whereas, the before named entities have agreed that the Educational Services Center will serve as the fiscal agent to fund the Central Coordinator position and that each of the before mentioned entities have agreed to pay a portion of the cost of the Central Coordinator position.

NOW, THEREFORE, for valuable consideration the validity and sufficiency of which is hereby acknowledged, the County and ESC agree as follows:

1. **Services.**

Under the terms of this Agreement, the ESC will provide the following:

A. ESC will serve as the administrative agent for Early Childhood Mental Health (ECMH) Coordinator. In this capacity, ESC shall receive, disburse and monitor funds and provide administrative services for an amount specified by County for expenses associated with the Early Childhood Mental Health Coordinator services in accordance with state, federal, local law and directives, policies and practices of ESC.

B. The ESC will hire the ECMH Central Coordinator with funds allocated for this purpose. The ESC will work with the partners previously identified to ensure appropriate funding is in place for the ECMH Coordinator.

C. The ESC will provide general oversight to the ECMH Central Coordinator position as needed.

D. The ESC will work with Cuyahoga County Division of Children and Family Services in the supervision of the ECMH Coordinator.

2. Evaluation.

A. ESC will participate in evaluation plans as established by the Office of Early Childhood/Invest in Children (OEC) and other entities previously listed.

B. ESC will assist in developing evaluation questions related to OEC strategies and in providing constructive feedback on evaluation design and methodology specifically related to the ECMH Coordinator.

C. ESC will execute and/or maintain a current data sharing agreement with OEC's evaluator, Case Western Reserve University (CWRU) as well as provide timely data submissions to CWRU.

3. Fees/Invoicing.

A. To facilitate payment of actual costs and charges associated with the Early Childhood Mental Health Coordinator, ESC shall prepare and submit monthly invoices on or before the 15th of each month along with an itemization of actual expenditures. Expenses invoiced monthly shall include the fiscal agent fee and administrative costs associated with the ECMH Coordinator.

B. ESC must prepare and submit monthly invoices in a manner that separately shows all billable expenses.

C. ESC warrants that all expenses submitted to CCDCFS for the Early Childhood Mental Health Coordinator shall be for actual services rendered and are not duplicate claims made by the ESC to any other governmental entity, municipality, for profit or not for profit organization for the same services. Therefore, the ESC warrants that any cost incurred pursuant to this Agreement will not be allowable or included as a cost of any other financed program.

4. Terms of Payment.

A. CCDCFS shall review invoices received from ESC for completeness and accuracy prior to payment.

B. If CCDCFS identifies or becomes aware of a discrepancy, potential issue or other concern with an invoice, CCDCFS will notify the ESC of the issue in writing within thirty (30) days of receipt of the invoice in question.

C. CCDCFS shall process invoices received for payment within 30 calendar days. All invoices shall be mailed to:

Attn: Audrey Beasley, Fiscal Services  
Cuyahoga County Division of Children and Family Services  
3955 Euclid Avenue  
Cleveland, Ohio 44115

D. CCDCFS reserves the right to withhold payment from ESC in the event invoices for services rendered are not submitted for payment in a timely manner based on the following conditions:

1. Invoices submitted 60 days or more after the end of the service month during the Agreement period
2. Invoices submitted 60 days or more after the expiration of the Agreement
3. Invoices submitted in excess of 60 days after the end of the state fiscal period for which OEC may not be able to claim or receive state/federal reimbursement for services rendered by ESC.

5. Audit. CCDCFS reserves the right to audit and monitor the manner in which the terms and conditions of this Agreement are being carried out and evaluated through performance audits, the extent to which, the goals and objectives of all Agreement deliverables are being achieved. Compliance, financial and operational reviews may be performed by CCDCFS and/or upon request by the County or in tandem with another state/federal agency in the event of adverse information pertaining to the operation of ESC. Additional audits or operational reviews may be warranted in the event of outstanding audit exceptions and performance issues due to non-compliance of the terms and conditions of this Agreement.

6. Term and Maximum Not to Exceed Value. This Agreement shall commence on January 22, 2013, and continue for a period of eighteen months thereafter, concluding on June 30, 2014 with a maximum *not-to-exceed* dollar value of twenty six thousand, nine hundred fifty eight dollars and twenty nine cents (\$26,958.29). The services under this Agreement are on as needed basis, as determined by the Cuyahoga County Division of Children Services, and there is no obligation on the County to procure any minimum amount of services or to expend any minimum dollar amounts.

7. Prohibition on Assignment. ESC may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the County.

8. Termination:

A. *For Cause:* If ESC breaches any terms of this Agreement, the County shall have the right to immediately terminate this Agreement by giving written notice of termination to ESC.

B. *For Convenience:* The County shall have the right to terminate this Agreement at any time, during the base term or any of the optional extensions, with thirty (30) days advance written notice to ESC.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Agreement, and each party consents to the exclusive jurisdiction of such courts. The ESC hereby agrees not to challenge any provision in this Agreement, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

10. No Indemnification by County. Each party to the Agreement is an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this Agreement or any other Agreement or agreement between ESC and the County may be interpreted to obligate the County to indemnify or defend ESC or any other party.

11. Notices. Any notice to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by certified mail, postage-prepaid, return receipt requested. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either

signed or refused. Mailed notices shall be addressed to the parties at the addresses appearing below:

To the County: Patricia Rideout, Administrator  
Cuyahoga County Division of Children & Family Services  
3955 Euclid Avenue  
Cleveland, Ohio 44115

With a copy to: Cuyahoga County Prosecutor's Office  
Civil Division  
1200 Ontario Street, 8<sup>th</sup> Floor  
Cleveland, Ohio 44113

To ESC: Dr. Robert Mengerink, Superintendent  
Educational Services Center  
5811 West Canal Road  
Valley View, Ohio 44125

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.

13. Parties Bound and Benefited. This Agreement shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.

14. Non-Waiver. The County's failure to require performance of any provision of this Agreement, or if it requires performance and does not follow through, shall not affect the County's right to require performance at any time thereafter. Additionally, the County'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.

15. Agreement Interpretation and Construction. 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 provisions of this Agreement.

16. Counterparts and Facsimile/Electronic Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument. *Electronic Execution:* The parties agree to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronics 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.

17. Severability. If any provision of this Agreement is invalid or unenforceable for any reason, this Agreement shall be divisible as to such provision and the remainder of this Agreement shall be and remain valid and binding as though such provision was not included herein.

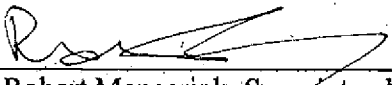
18. Applicable County Ordinances. All County Agreements or agreements, including this Agreement, are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

19. Public Records. All parties hereto acknowledge that County is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.

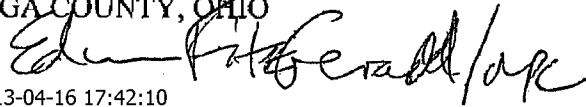
20. Independent Contractor. ESC, its employees, agents and subcontractors will act in accordance with the terms of this Agreement in an independent capacity and not as officers, employees, agents or subcontractors of CCDCFS and the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized respective officer(s), and affixed the seals of said parties:

EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY

By:   
Dr. Robert Mengerink, Superintendent/Date

Edward FitzGerald, County Executive  
CUYAHOGA COUNTY, OHIO

By:   
2013-04-16 17:42:10  
Edward FitzGerald, County Executive