

**INTERAGENCY AGREEMENT
BETWEEN
CUYAHOGA COUNTY**

**AND
THE ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH
SERVICES BOARD OF CUYAHOGA COUNTY**

This Agreement ("Agreement") made and entered into this _____ day of _____, 2013, by and between the County of Cuyahoga, Ohio ("the COUNTY"), on behalf of its Office of Health and Human Services, Division of Community Initiatives, Family and Children First Council (the "FCFC"), 1801 St. Clair Avenue, NE, Cleveland, Ohio 44114 and The Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County, a political subdivision of the State of Ohio, with principal offices located at 2012 West 25th Street, Cleveland, Ohio 44113 (hereinafter referred to as "ADAMHS") whose telephone number is (216) 241-3400. The COUNTY and ADAMHS shall individually be referred to as a "Party" and jointly be referred to hereinafter as the "Parties".

WHEREAS, the COUNTY, through its Office of Health and Human Services, Division of Community Initiatives, Family and Children First Council is in need of an intermediary to provide community based wraparound services to children and youth with mental health and alcohol and drug diagnosis.

WHEREAS, the ADAMHS is the local administrative body that plans, monitors, evaluates and funds alcohol, drug and mental health services that encourage wellness, prevention, and recovery for the residents of Cuyahoga County, and;

WHEREAS, FCFC has requested the engagement of ADAMHS by COUNTY, which pursuant to the approval of a government purchase by the Office of Procurement and Diversity on September 5, 2012 for the period July 1, 2012 to June 30, 2014; and

WHEREAS, COUNTY and ADAMHS agree that ADAMHS will implement a portion of the Family Centered Services and Supports program, hereinafter referred to as FCSS, as a core component of the FCFC Service Coordination Mechanism.

WHEREAS, the COUNTY has determined to engage the ADAMHS and its providers to perform said community-based wraparound services; and

NOW, THEREFORE, the Parties agree as follows:

I. SCOPE OF SERVICES

The ADAMHS shall:

1) The Alcohol, Drug Addiction, and Mental Health Services Board of Cuyahoga County (ADAMHS) shall perform the following functions with regard to this agreement, including but not limited to:

- Serve as the lead agency to provide oversight to select and manage the identified fiscal agent. ADAMHS agrees that the funding provided through this contract will be used only for the FCSS activities as specified in the FCSS SFY14

Guidance Document. Funding for this contract services commencing July 1, 2013 through June 30, 2014 shall not exceed the amount of \$268,399.73.

- Funding will be used for non-clinical, community-based services, which promote the stability and well-being of children and families.
- Funding may be used to cover non-clinical in-home parent/child coaching, non-clinical parent support groups, parent education, mentoring, respite care (including summer camp), transportation, social/recreational activities, safety and adaptive equipment, structured activities to improve family functioning, parent advocacy, and service coordination. (This is not an all inclusive list)
- To utilize FCSS funding for Service Coordination, a unit rate must be established. The unit rate must be reported for each individual child and cannot be a lump sum to a sub vendor. Administrative cost cannot be included or built into the unit cost.
- Funding will not be used for clinical services or as a match for other federally-funded programs, including Medicaid. Funding cannot be used to supplant existing funds allocated to support the multiple needs of children and families.
- Funding cannot be used to pay for any administrative cost, which means all indirect expenses, such as payroll, fringe, and operating costs of persons not involved in the direct delivery of services, rent, utilities, equipment, construction, renovation, public awareness, professional development, tutoring, and all overhead costs.
- Other non-allowable expenditures include out of home placements/supports to those in out-of-home placements, administrative or operating expenses, federal match, clinical interventions, medical services and equipment, general program costs (i.e. non-individualized services), food, clothing, shelter, utilities, and/or household expenses.
- Submit mid-year reports to FCFC on agreed upon state required performance measures and one final report by July 31, 2014.
- The ADAMHS will maintain the focus of the FCSS program, targeting youth and families who meet the eligibility requirements.
- The FCSS coordinator is required to attend a monthly meeting with the assigned FCFC Program Officer to provide a face-to-face update on the program.

The Fiscal agent shall:

- Serve as an fiscal agent between ADAMHS and community based providers, and FCSS applicants and families to insure continuity of programming.

The COUNTY 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 COUNTY, shall transfer funds in the amount of \$268,399.73 to the ADAMHS for the purpose of the oversight and management of FCSS.
- Provide an assigned Program Officer to monitor, provide direction, and oversight as may be reasonably expected or requested.
- FCFC will fulfill reporting and evaluation expectations set forth by the FCSS SFY14 Guidance.

II. TERM

This contract will be effective from **July 1, 2013 through June 30, 2014** inclusive, unless otherwise terminated or extended by formal amendment. The COUNTY reserves the right to exercise the option, subject to the agreement of both parties, to extend the length of this contract based upon the agency's programs and needs, the provider's performance, and availability of funds.

III. PURCHASE OF SERVICE

Subject to terms and conditions set forth in this contract. The ADAMHS 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.

IV. ADAMHS 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 ADAMHS to furnish the COUNTY with reports as requested. The COUNTY reserves the right to withhold payment until such time as the requested and/or required reports to the satisfaction of the COUNTY are received.

V. BILLING AND PAYMENT

Billing and Payment – The COUNTY shall make semiannual payments upon receipt of an invoice. The ADAMHS will submit an invoice with accompanying reports to the COUNTY as outlined in the FCSS guidance. 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 semiannual invoice and compliance with other requirements of this agreement. In no event shall payments for this program exceed \$268,399.73.

The total amount of the contract cannot exceed **\$268,399.73** over the life of this interagency agreement. If the amount of the invoices exceeds the amount of the contract, the ADAMHS 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 ADAMHS 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 ADAMHS 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 ADAMHS 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.

VI. MONITORING AND EVALUATION

Agreement Monitoring and Evaluation

The effectiveness of the ADAMHS's services shall be measured by the achievement of the outcomes specified in the contract. Failure to achieve performance goals per this contract agreement will be cause for or result in a reduction of funding or termination of this Agreement.

The COUNTY and the ADAMHS 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 ADAMHS agrees to provide the COUNTY with those reports relative to the effective operation of the program (when applicable). Please see Scope of Services for additional information pertaining to Monitoring and Evaluation.

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 ADAMHS 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 ADAMHS 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 ADAMHS 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 ADAMHS 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 ADAMHS shall be retained and made available by the

ADAMHS 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 ADAMHS 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 ADAMHS 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 ADAMHS's ability to perform the services required under this agreement. The ADAMHS 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 ADAMHS 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 ADAMHS 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 ADAMHS 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 ADAMHS without the prior written approval of the COUNTY.

The ADAMHS may not subcontract any of 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 ADAMHS 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 ADAMHS wish to terminate this agreement the ADAMHS 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 ADAMHS 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 ADAMHS become unable to provide the services agreed to in this agreement for any reason or otherwise materially breach this agreement, such service as the ADAMHS 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 ADAMHS become unable to complete the services requested in this agreement for any reason, such work as the ADAMHS 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 ADAMHS any further compensation after the date of the ADAMHS'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 ADAMHS 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 ADAMHS shall not be relieved of liability to the COUNTY for damages sustained by virtue of any breach of the agreement by the ADAMHS. The COUNTY may withhold any compensation to the ADAMHS for the purpose of off-set until such time as the amount of damages due to the COUNTY from the ADAMHS is agreed upon or otherwise terminated.

XVI. COMPLIANCE

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

XVII. NON-DISCRIMINATION

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

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

XVIII. RELATIONSHIP

Nothing in this agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture with the ADAMHS in the conduct of the provisions of this agreement. The ADAMHS 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 ADAMHS hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said ADAMHS has with a COUNTY employee, employee's business, or any business relationship or financial interest that a COUNTY employee has with the ADAMHS or in the ADAMHS's business.

XX. CONFIDENTIALITY

The ADAMHS 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 ADAMHS 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 ADAMHS 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 ADAMHS and its agents and subcontractors shall not use or disclose client data except as specifically stated in this agreement.

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

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

Agents and Subcontractors- ADAMHS 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 ADAMHS with respect to the use or disclosure of the client data.

Accessibility of Information- ADAMHS shall make available to the COUNTY such information as the COUNTY may require to fulfill the COUNTY'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- ADAMHS shall make client data available to the COUNTY in order for the COUNTY to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by COUNTY, incorporate any amendments into the information held by the ADAMHS and ensure incorporation of any such amendments into information held by its agents or subcontractors.

Disclosure- ADAMHS shall make available its internal practices, books and records relating to use and disclosure of client data received from the COUNTY, or created or

received by ADAMHS on behalf of the COUNTY, to the COUNTY and to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining the COUNTY'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 ADAMHS's obligation under this section, the COUNTY may at its option terminate this agreement. Termination of this agreement shall not effect 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, ADAMHS at the COUNTY's option, shall return to the COUNTY, 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 ADAMHS or its agents or subcontractors destroy any client data then ADAMHS will provide to the COUNTY documentation evidencing such destruction. Any client data maintained by ADAMHS shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

XXI. AUDIT RESPONSIBILITY

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

XXII. WARRANTY

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

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

XXIV. COORDINATION

The ADAMHS will advise the COUNTY of any significant fund raising campaigns contemplated by the ADAMHS 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.

XXV. 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.

XXVI. CHILD SUPPORT ENFORCEMENT

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

XXVII. PUBLIC RECORDS

Subject to Article XXII Confidentiality, this agreement is a matter of public record under the laws of the State of Ohio. The ADAMHS 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 ADAMHS acknowledges and understands that records maintained by the ADAMHS pursuant to this agreement may be deemed public record and subject to disclosure under Ohio law. ADAMHS shall comply with the Ohio public records law.

XXVIII. DRUG-FREE WORKPLACE

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

XXIX. 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.

XXX. 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.

XXXI. ADAMHS SOLICITATION OF COUNTY EMPLOYEES

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

XXXII. MAINTENANCE OF SERVICE

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

XXXIII. GRIEVANCE PROCESS

The ADAMHS 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

ADAMHS shall submit any and all facts pertaining to the grievance and the resolution of the grievance to the program contact person.

The ADAMHS 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 the COUNTY, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. The ADAMHS will not obtain copyright, patent, or other proprietary protection for the deliverables. The ADAMHS will not include in any deliverable any copyrighted matter in the manner provided in this agreement. The ADAMHS 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 ADAMHS's 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 ADAMHS warrants that the ADAMHS will immediately notify the COUNTY if the ADAMHS 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 ADAMHS fails to notify the COUNTY, then the COUNTY reserves the right to immediately suspend payment and terminate the agreement.

XXXVI. 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 the 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 the COUNTY.

XXXVII. 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:

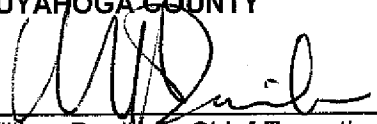
COUNTY: Family & Children First Council
1801 St. Clair Avenue
Cleveland, Ohio 44114
Attn: Robin R. Martin, Program Director

Office of Health and Human Services
310 W. Lakeside Avenue, Suite 500
Cleveland, Ohio 44113
Attn: Richard B. Werner, Director of Health and Human Services

ADAMHS: The Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga
County
2012 West 25th Street, 6th Floor
Cleveland Ohio 44113
Attn: William Denihan, Chief Executive Officer

IN WITNESS THEREOF, the County of Cuyahoga, Ohio and the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County have caused this Agreement to be executed this _____ day of _____ 2013.

ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD OF CUYAHOGA COUNTY



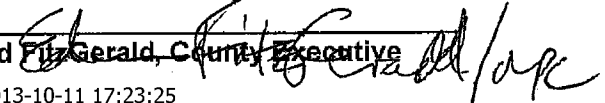
William Denihan, Chief Executive Officer

8-2-13

Date

CUYAHOGA COUNTY OF OHIO

Edward FitzGerald, County Executive

BY: 

Edward FitzGerald, County Executive

2013-10-11 17:23:25

EXHIBIT I

BUDGET

- I. The Agency agrees to reimburse the ADAMHS for the costs described below to the degree they are determined to be fair and reasonable for the provision and administration of the Family Centered Services and Support (FCSS) Program throughout Cuyahoga County for the the time period of July 1, 2013 to June 30, 2014 for the amount of **\$268,399.73**

- A. The Agency agrees to reimburse the ADAMHS for the following expenses in an amount not to exceed **\$268,399.73**

1. Allowable FCSS Expenses*

\$268,399.73

**See FCSS Guidance for complete list of Allowable Expenses.*

- B. To receive reimbursement for these costs, the ADAMHS must submit a semiannual invoice detailing the actual expenses incurred.

- 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