

**INTERAGENCY AGREEMENT
BETWEEN
THE COUNTY OF CUYAHOGA
AND
Cuyahoga County Board of Health**

This Interagency Agreement (the "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"), with an office at 1801 St. Clair Avenue, NE, Cleveland, Ohio 44114 and Cuyahoga County Board of Health, with principal offices at 5550 Venture Dr. Parma, OH 44130, ("CCBOH."). The COUNTY and CCBOH shall individually be referred to as a "Party" and jointly be referred to hereinafter as the "Parties."

WITNESSETH THAT:

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 external facilitator to implement a school-based responsible sexual behavior program for youth to assist the COUNTY in planning and promoting responsible sexual behavior efforts in the COUNTY, and

WHEREAS, FCFC has a pending Justification for Other than Full and Open Competition for a RFP exemption for having CCBOH serve as the external facilitator for a school-based responsible sexual behavior program; and

WHEREAS, the Board of Health has the ability to continue the administration, monitoring and timely reporting of the program that began in June, 2006 with four curricula that promote the prevention of teen pregnancies, sexually transmitted diseases and risky or unhealthy behaviors; and

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES.

CCBOH shall provide services ("Services") to the COUNTY as outlined below. The Services shall include the following programs and other related tasks:

- a) In collaboration with its community partners develop effective measures to meet the goal of the Teen Wellness Initiative of preventing Out-of-Wedlock births among teens in Cuyahoga County;
- b) Ensure program development of services is geared toward school age youth of both genders up to and including the age of nineteen, with primary emphasis on the target population of youth ages 10-19
- c) In collaboration with the Family and Children First Council, community, and school partners coordinate the delivery of medically accurate evidence-based sexual health curricula and develop criteria and methods of implementation for the following services and/or activities:
 - Teen awareness campaigns;
 - Counseling classes on pregnancy avoidance, the responsibility of child-rearing and/or economic consequences of parenthood;

- Programs promoting parent education
 - After-school supervision/education/enrichment/recreation programs, youth mentoring, conferences and/or workshops;
 - Pre-pregnancy family planning services;
 - Projects which seek to promote parent-child communication about responsible sexuality and parenthood;
 - Provide youth with the necessary information, motivation, and behavioral skills to make informed choices about their sexual and reproductive health;
 - Ensure professional training for all classroom facilitators, specifically by organizing and providing a two day curriculum training for all external agency facilitators;
 - Increase access to adolescent health services;
 - Internal management of all activities related to the Teen Wellness Initiative within the school buildings;
- d) Train a minimum of 30 Health and Physical Education teachers in a one-day responsible sexual health program training using the best practice curricula developed for this program;
- e) Provide a minimum of ten (10) internal staff presentations to school Nurses, Principals, Guidance Counselors and Psychologists;
- f) Subcontract the teaching of the "Safer Choices" curriculum to a minimum of 4,000 9th and 10th grade Cleveland Metropolitan School District students;
- g) Subcontract the teaching of Family Life and Sexual Health and Draw the Line/Respect the Line to a minimum of 4,500 students outside of Cleveland Metropolitan School District;
- h) Submit required data to FCFC evaluation team and participate in FCFC evaluation as needed;
- i) Identify one coordinator who will be required to attend at least one monthly meeting with the assigned FCFC Program Officer to provide a face-to-face update and written report on the project.

Meeting Participation:

CCBOH will attend meetings as requested by FCFC, to contribute ideas, expertise, aid in collaboration. CCBOH may also be asked to present information to stakeholder groups.

Deadlines:

1. Quarterly reporting is due on the 20th business day of May 2014, September 2014, and December 2014. A final report is due within 30 days of the end of the Agreement Term. Interim deadlines to check progress will be instituted at the discretion of FCFC staff; and
2. CCBOH staff assigned to this project will be required to meet at least monthly with their assigned program officer, and provide status reports as requested.

2. CONFIDENTIALITY

- a. CCBOH shall take all steps necessary to protect the COUNTY's trade secrets.
- b. CCBOH shall also treat as proprietary and confidential any and all information belonging to COUNTY, which is disclosed to CCBOH in the course of performance of Services under this Agreement (the "Confidential Information"). Provider shall only use Confidential Information for the purposes of this Agreement. Provider agrees not to disclose or reveal to any outside party or use for its own benefit, either directly or indirectly, any information which it may acquire or develop or, has acquired or developed concerning the technical or business affairs or other private or confidential matters, information, or data of COUNTY without prior written permission of COUNTY. COUNTY will abide by law in granting or denying any permission for disclosure. Confidential Information shall not include information that is in the public domain.
- c. If CCBOH fails to meet its obligations to protect the Confidential Information, COUNTY may seek equitable relief.

3. OWNERSHIP OF PROPERTY

CCBOH shall retain ownership of any proprietary research products related to the evaluation work described under the Scope of Services. CCBOH agrees that the COUNTY and FCFC shall retain ownership of all data and rights to use all reports, charts, graphs and other writings developed for the COUNTY and FCFC under the Scope of Services for its own internal, non-commercial purposes. THE COUNTY and FCFC shall own any products produced for the COUNTY as a result of the technical assistance or consulting portions of this agreement.

In accordance with Section 2, Confidentiality, CCBOH agrees not to divulge County's Confidential Information in materials developed for its educational and research purposes, including publication of scholarly articles. CCBOH shall be free to use the data and conclusions of the research for its own teaching, research, educational and publication purposes, except as noted below. CCBOH agrees to submit to the COUNTY a copy of any proposed publication resulting from the research at least thirty (30) days prior to submission and agrees to incorporate the COUNTY's recommendations and edits when appropriate (within the thirty (30) day period). If no comments are received from the COUNTY within this thirty (30) day period, it is agreed that the publication can proceed without delay. If the COUNTY determines that the publication contains patentable subject matter that requires protection, the COUNTY may require the delay of the publication for a reasonable period of time so the COUNTY may pursue such protection; such delay, however, shall not be imposed on the filing of any student thesis or dissertation.

4. TIME OF PERFORMANCE

The term ("Term") under this Agreement shall be from **February 1, 2014 through January 31, 2015** unless terminated at an earlier date in accordance with the provisions of this Agreement.

5. ANTI-DISCRIMINATION

CCBOH agrees to provide the Services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, binding upon CCBOH.

6. COMPENSATION AND METHOD OF PAYMENT

THE COUNTY shall reimburse CCBOH for allowable personnel and related expenses incurred in providing the above-mentioned Services, in the amount not-to-exceed Three Hundred and Fifteen Thousand Dollars (\$315,000.00) for the Agreement Term.

- a. CCBOH shall be required to submit monthly invoices that reflect the expenditures reported in the Financial Report required in this Agreement. Monthly financial reporting may be required during all or part of the Agreement Term, or more frequently should the COUNTY determine that a greater frequency of reporting is necessary for the monitoring of the Agreement. Reimbursement for expenditures shall be made within forty-five (45) days after receipt by the COUNTY of an invoice detailing expenses incurred, provided that the funds for the project have been deposited with the COUNTY. CCBOH will be reimbursed for those expenditures included in the approved budget. CCBOH may adjust budget line items up to ten percent (10%) per line item. Any adjustment exceeding ten percent (10%) must be approved by the COUNTY before CCBOH incurs the expense. CCBOH will attach proper documentation to each invoice: (1), detailing the expenditures for the month; (2) describing the Services completed and the time period covered; and (3) stating the amount billed on official CCBOH letterhead. The COUNTY may withhold reimbursements if CCBOH has been notified of non-compliance with any pertinent Federal, State and/or County laws, regulations, requirements and conditions.
- b. The COUNTY will compensate CCBOH on a monthly basis for invoices submitted showing expenditures according to the budget outline below:

Line Item	2/14-1/15
Personnel including Fringe Benefits	\$46,188.93
Occupancy	\$0
Office and Program Supplies (including training)	\$2,500.00
Travel	\$750.00
Other Costs – Contracts	\$265,561.07
Administrative Costs	\$0
Total Project Costs	\$315,000.00

7. AVAILABILITY OF FUNDS

- a. Initial Appropriation. Beginning on the effective date through January 31, 2015, the County shall appropriate an amount not-to-exceed Three Hundred Fifteen Thousand Dollars (\$315,000.000) to the Agreement (the "Initial Appropriation").
- b. Failure of Appropriation. Any provision of this Agreement to the contrary notwithstanding, payment by the COUNTY hereunder shall be subject to annual appropriation of sufficient funds by Cuyahoga County Council, as set forth in this Article 7. The COUNTY may terminate this Agreement, on thirty (30) days written notice to CCBOH, in the event of insufficient appropriation, at no additional charge or cost to the COUNTY.

8. TERMINATION OF AGREEMENT

- a. For Convenience. This Agreement may be terminated by either Party for convenience at its sole discretion upon sixty (60) days written notice to the other Party. Upon delivery of said notice and upon expiration of the sixty (60) day period, CCBOH shall discontinue all Services and shall promptly cancel all existing agreements in so far as such agreements are chargeable to this Agreement. In case of such termination, payments shall be made as determined by the COUNTY for all documented Service related costs incurred for purposes of performing this Agreement. The amount due and invoiced shall not include any costs incurred or anticipated costs beyond the scope of this Agreement and/or the end of the sixty (60) days.
- b. For Cause. This Agreement may be terminated by either Party upon written notice to the other Party if one Party materially defaults in the performance of any of its material covenants, agreements or obligations hereunder, and such default continues for a period of sixty (60) days after written notice of such default or breach from the non-defaulting Party. Any amount due and invoiced for Services rendered prior to termination shall not include any costs incurred or anticipated costs beyond the scope of this Agreement and/or the end of the sixty (60) days.
- c. Phase-out. The FCFC and CCBOH shall agree on a reasonable phase out period for the Services to be performed hereunder after termination.
- d. Survival of Section. The provisions of this Section shall survive the termination or expiration of this Contract.

9. REPORTING REQUIREMENTS

Financial Reports

CCBOH shall furnish to the COUNTY by the 10th business day of each month a financial report ("Financial Report") accompanied with back-up documentation describing the expenditure of funds for Services provided hereunder. The format of this report shall be determined by the COUNTY. The COUNTY will not reimburse CCBOH for Services completed One Hundred Twenty (120) days beyond authorization by the COUNTY to perform the Services or the CCBOH's completion of Services.

10. ADMINISTRATION

CCBOH shall not make material changes in the design of Services under this Agreement that materially affect Services to be provided under this Agreement unless the FCFC Director has been notified in writing ninety (90) days in advance of the proposed change and approves any such change in writing. The FCFC office will review the proposed change and notify the CCBOH whether the change is acceptable within forty-five (45) days of receiving notice. The FCFC will not unreasonably withhold approval of the requested changes. CCBOH shall notify the FCFC of any changes in location of Services to be provided under this Agreement.

11. SUBCONTRACTING

- a. CCBOH may only subcontract the Services outlined in this Agreement to be performed hereunder. Without the explicit prior written approval of the County no other services may be subcontracted out. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement. CCBOH is responsible for making direct payments to all subcontractors for any and all services provided by such subcontractors. CCBOH will be responsible for all acts and work product of any its subcontractors hereunder.
- b. CCBOH shall notify the FCFC office not later than seven (7) business days of the execution of each subcontract or each amendment, modification, or termination; and shall promptly provide the FCFC office with a copy of each subcontract, and any amendment, modification or termination thereof.

12. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT OF 1996 (HIPAA)/CONFIDENTIALITY

The Parties shall cooperate in operational requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any other applicable State or Federal law governing protected health information, the confidentiality of alcohol and drug abuse records, or other records. Each Party shall take necessary reasonable steps to comply with HIPAA and other requirements, including the following:

- a. Entering into an appropriate agreement prior to the use or disclosure of protected health information involving any child/family served under this Agreement. The elements of such agreements shall conform to HIPAA requirements.
- b. Cooperating in determining how information will be transmitted to conform to requirements related to electronic data interchange (EDI). If necessary, the Parties will enter into an appropriate agreement that defines the duties of the Parties for EDI transmissions.
- c. Cooperating in assessing joint security issues in order to allow the Parties to conform to security requirements. If necessary, the Parties will enter into appropriate agreements in accordance with HIPAA requirements, which will address joint security issues.
- d. Adhering to any applicable provisions of 42 CFR Part 2, governing the confidentiality of alcohol and drug abuse records.

13. INSURANCE

- a. CCBOH shall have in effect during the Term of the Agreement comprehensive general liability insurance naming Cuyahoga County and its employees as co-insured or additional insured. CCBOH shall have (1) Comprehensive General Liability, including Public Liability in the amount of \$1,000,000 per claim and \$2,000,000 annual aggregate; and (2) Professional Liability Insurance in the amount of \$1,000,000 per claim and \$1,000,000 annual aggregate. The insurance shall protect the COUNTY and its officials, officers, employees, agents, representatives, departments, agencies, boards, commissions and other authorities and any subcontractor performing work covered by the Agreement against claims for personal injury including accidental death, as well as for property damages which may arise from operations under the Agreement whether such operations be by contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. A Certificate of Insurance with the minimum levels of insurance shall be submitted to the County prior to execution of this Agreement.
- b. Subcontractor's Insurance (if applicable) - CCBOH shall either (1) require each of its subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability, Property Damage and Vehicle Liability Insurance of type and in the amounts specified above, or (2) insure the activities of the subcontractor in its own policy as specified above.
- c. Special Provisions – The policy or policies shall contain the following special provisions: CCBOH agrees that (10) 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 Cuyahoga County Office of Procurement and Diversity, County Administration Building, Second Floor, 1219 Ontario, Cleveland OH 44113.

14. MISCELLANEOUS PROVISIONS

- a. Relationship of Parties: CCBOH shall be and remain an independent Contractor with respect to all Services performed under this Agreement and agrees to and does accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by CCBOH for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials.
- b. Acceptance of Performance: Acceptance of performance is a condition of the Agreement. It shall be understood and agreed that an agent of the COUNTY shall determine finally the satisfactory quality of the Services and/or materials furnished under the Agreement. Failure to meet performance requirements is a reason for termination of the Agreement and CCBOH shall be liable to the COUNTY for any excess cost and/or expenses incurred by the COUNTY thereafter.

thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement without the prior written approval of the COUNTY.

g. **Severability:** Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the terms of this Agreement.

h. **Force Majeure:** Neither Party to this Agreement will be required to perform, or will be liable for failure to perform, its obligations hereunder that it is unable to perform due to causes which are outside of the control of the Parties and could not be avoided by exercise of due care of the Parties. Such causes, if creating an inability to perform obligations under this Agreement, may include but are not limited to riot, civil disorder, epidemic, fire, or violence of nature. In the event that a Party to this Agreement is unable to perform its obligations as a result of the causes referenced herein, that Party shall be required to notify the other Party of such cause and the Party's inability to perform its obligations, as soon as reasonably practicable.

In the event one of the Parties to this Agreement is unable to perform its obligations under this Agreement due to a cause described in this section, the other Party shall be excused from performance of its obligations under this Agreement, except for the obligation to tender payment for Services already rendered pursuant to this Agreement.

i. **Exhibits and Attachments:** The exhibits, attachments, and documents referenced are hereby incorporated as part of this Agreement. Should any section of any exhibit, attachment, or document be inconsistent with any requirement of this Agreement, the terms of this Agreement shall control.

j. **Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio; and it is subject to the review of the COUNTY'S Law Department as to legal form and correctness.

k. **Waiver:** The waiver of breach of any term of this Agreement shall not be interpreted as waiver of any other term of this Agreement.

l. **Entire Agreement:** This Agreement is the entire agreement between the Parties with respect to the subject matter and it supersedes any and all prior oral or written agreements with respect to the subject matter.

m. **Findings for Recovery:** CCBOH represents and warrants that it is not subject to an "unresolved" finding for recovery under the Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and CCBOH must immediately repay to the COUNTY any funds paid under this Agreement and must make the COUNTY whole for any damages sustained by the COUNTY.


n. **Applicable County Ordinances:** All COUNTY contracts, 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/>.

15. **ELECTRONIC SIGNATURE POLICY**

By entering into this Contract, CCBOH agrees 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. CCBOH also agrees 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.

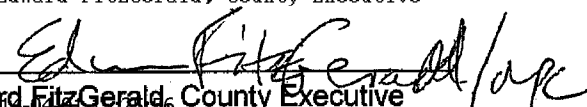
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Cuyahoga County Board of Health

By: 
Terrance Allen
Print Name/Title: HEALTH Commissioner

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

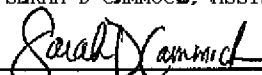
By: 
Edward FitzGerald, County Executive
2014-07-01 15:25:36

The legal form and correctness
of this Agreement is hereby approved:

Law Department

County of Cuyahoga, Ohio

SARAH P. O'DONNELL, ASSISTANT LAW DIRECTOR

By: 

2014-03-27 16:26:58

Name: _____

Date: _____

The legal form and correctness of this agreement
is hereby approved.


Thomas P. O'Donnell
Administrative Counsel

12/6/13
Date