

COUNTY OF CUYAHOGA, OHIO
CUYAHOGA COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CONTRACT
FOR ADOPTION SERVICES

THIS Contract is effective January 1, 2011 and is ratified as of the day on which the Agreement is approved by Cuyahoga County, and is between **County of Cuyahoga, Ohio**, on behalf of its **Department of Children and Family Services** (hereinafter referred to as **CCDCFS**) and,

Applewood Centers, Inc.
2525 East 22nd Street
Cleveland, Ohio 44115

(hereinafter referred to as **Provider, a private, not for profit entity**).

WITNESSETH

WHEREAS, CCDCFS is charged under Ohio Revised Code Chapter 5153 with the responsibility of the administration of child welfare, subject to the rules and standards of the Ohio Department of Jobs and Family Services (ODJFS); and

WHEREAS, CCDCFS is charged under Ohio Revised Code Chapter 5153 with entering into contracts, within or outside the county or state, to provide care which the Department determines is in the best interest of any child determined to be in need of public care service; and

WHEREAS, CCDCFS has offered to contract with entities which desire to provide adoption services to assist with attaining permanency for youth in CCDCFS custody

WHEREAS, this contract offers remuneration for attaining specific events in the adoption process, as well as incentives for assisting in achieving CFSR goals, and therefore this contract is based upon performance.

WHEREAS, the Provider has experience in providing adoption services and is licensed in the State of Ohio to provide Adoption Services;

WHEREAS, the Provider acknowledges receipt of CCDCFS policy 6.01.12 entitled "MEPA: Standards of Conduct".

NOW, THEREFORE, the parties mutually agree as follows:

1. Contract Period & Other Terms

A. **CONTRACT PERIOD:** This contract will be effective for the time period of January 1, 2011 through December 31, 2011, for an amount not to exceed that listed in section 1.B. The amount listed in section 1.B. is the "not to exceed" amount which will be considered "the maximum dollar amount" of the contract.

B. **MAXIMUM DOLLAR AMOUNT:** The maximum dollar amount of the contract is \$20,000.00.

C. **NO GUARANTEE OF REFERRAL:** This contract is not a guarantee that any referral will be issued by CCDCFS. The contract shall not be construed as a guarantee by CCDCFS that CCDCFS will make referrals or utilize the Provider at all, or at a level that would result in the Provider earning the Maximum Dollar Amount identified in the contract. CCDCFS will pay Provider for, and Provider shall be entitled to receive payment for, services actually purchased by CCDCFS. The amount of such payments will be determined according to the rates for such services as set forth in an attached schedule and the terms of this contract.

D. **MAXIMUM DOLLAR AMOUNT:** The maximum dollar amount of the contract is the maximum liability of CCDCFS for services under this contract, provided that this amount is appropriated and certified as available in accordance with state law.

E. **ADJUSTMENT TO MAXIMUM DOLLAR AMOUNT:** CCDCFS reserves the right to unilaterally adjust and amend the maximum contract amount should it determine that the maximum contract amount will not be expended during the contract period based on CCDCFS' quarterly projections. CCDCFS will give notice of 21 days to the Providers affected advising of the proposed amendment before seeking a resolution from Cuyahoga County. The purpose of the 21 day notice is to give the parties affected a period of time to discuss the proposed adjustment or amendment.

F. **EXPRESS WAIVER OF SIGNATURE BY PROVIDER:** The Provider expressly waives its signature and approval of the contract amendment submitted to Cuyahoga County permitting the adjustment/amendment, based on the information provided in the 21 day notice referenced in section 2D "Adjustment to Maximum Dollar Amount".

G. **CLOSURE OF THE CONTRACT BILLING PERIOD:** CCDCFS must receive all invoices on or before January 31, 2012. CCDCFS will accept invoices faxed to (216) 431-4115. CCDCFS may deny any invoices received after January 31, 2012 as being untimely.

H. **CONDITION OF PAYMENT:** All payments are conditioned upon Provider's compliance with all applicable laws, rules or regulations of the federal or state governments and by completing all CCDCFS requirements.

2. CCDCFS's Source of Funds - Immediate Termination

CCDCFS's source of funding for the Adoption Agreement may consist, in part with state funding or by entirely funded by the county. The payment of invoices for purposes of this Agreement is subject to and conditioned upon the availability of funds for such purposes. The unavailability of funds shall automatically terminate this Agreement or any extension thereof and render it void without consequence to CCDCFS. No commitment is made by CCDCFS to continue or expand such activities. In addition to the automatic termination, CCDCFS may terminate this Agreement immediately upon written notice to the Provider at any time prior to the completion of this Agreement if, in the opinion of CCDCFS, funding becomes unavailable for this service or such funds become restricted.

3. Cost and Delivery of Service

CCDCFS expects its providers to submit invoices on a monthly basis and be submitted no later than the 15th day following the month in which services are rendered. Invoices received in accordance with this time frame will be processed as received and will take precedence over other invoices. All information must be provided to ensure that the invoice is accurate. The invoices are to be submitted to:

Cuyahoga County Department of Children & Family Services
Adoption Department 307 W
3955 Euclid Avenue
Cleveland, Ohio 44115
Attn: Mary Mitchell, Senior Manager

Once approved, invoices will be submitted to the Payment Processing Department for processing. Best efforts will be used so that payment may be made to the Provider within thirty (30) days after receipt of an accurate invoice.

4. Program Description

The program seeks to achieve finalization of adoptive placements. The program is divided into three categories: (A) Foster to Adopt; (B) Waiting Family and (C) Child Specific. For each category, payments are made per adoptive family, not per child.

A. Foster to Adopt Cases

This includes any case where the child is currently residing in a licensed foster home, the caregiver is receiving a per diem for child care expenses and the caregiver has agreed to adopt the child(ren).

- DCFS will complete the Adoption Referral form upon receiving a Statement of Interest from the caregiver indicating their interest in adopting the child(ren) placed in their home.
- DCFS will forward a the Adoption Referral form along with a copy of the Statement of Interest and the following forms if applicable:
 - PC Face Sheet
 - Child Study Inventory
 - **Original Birth Certificate(s)**
- Upon review and acceptance of the Adoption Referral, the private provider will forward a copy of the family's completed homestudy, if already approved for adoption, to the assigned worker of record.
- If the family is currently only licensed for foster care, the private provider will work with the family to complete the OJFS 1692 application for Adoption of a Foster Child, as long as the child has been in the home for 6 months or longer. The private provider will forward a copy of the foster home study along with any subsequent recertification paperwork as well as the completed OJFS 1692 to the assigned worker of record. The private provider must contact the State to request approval for adoption based on the approved OJFS 1692.

- The private provider will attend the Adoption Matching Conference and represent their family.
 - Prior to Adoptive presentation and placement the DCFS worker will negotiate subsidy with the prospective adoptive family.
 - The private provider will attend the Adoption presentation and receive a copy of the OJFS 1667 Adoption Disclosure form.
 - The prospective adoptive family, private provider and DCFS staff will sign the Adoptive Placement Agreement at the time of Adoptive placement.
 - The private provider will complete and document the seven (7) day visit to the prospective adoptive family, following the adoptive placement.
 - The private provider will continue to supervise the placement through adoption finalization according to OAC Rule 5101:2-42-65. During this period, the private provider will continue to receive payment under foster care. The private provider will provide a monthly supervision report.
 - The DCFS staff will forward the Answer and Consent as well as the original Permanent Custody Journal Entry to the private provider in order to file the court paperwork.
 - The private provider will file the court packet and attend the court hearing along with the DCFS worker of record.
 - The DCFS staff will submit the Subsidy packet, with a subsidy start date, reflecting the date of adoption finalization.
 - If the adoption is finalized within ninety (90) days of the adoptive placement; the private provider will be entitled to a one time \$500.00 incentive payment.
- If the adoptive placement disrupts or fails prior to adoption finalization, then the private provider will return any original documentation pertaining to the child back to the worker of record for inclusion in the child's case file.**

B. Waiting Family \$5,000.00

This includes any family; straight out, relative or interested individual, who is already approved for adoption but not currently providing care for the child(ren).

- The private provider must agree to attend the Adoption Matching Conference in which one of their families has been identified as a potential match for an available child.
- Once the family has been selected, the adoption presentation will be scheduled within 14 days. The private provider must attend the adoption presentation along with their family.
- If the family agrees to move forward with the adoption after the adoption presentation is complete, then the DCFS worker will begin to negotiate subsidy with the prospective adoptive family.
- Once subsidy is negotiated, pre-placement visits can begin.
- The DCFS worker will complete the Adoption Referral form and forward to the private provider along with copies of the following documentation:
 - PC Face Sheet
 - Child Study Inventory
 - Xerox copy of the Birth Certificate
- The prospective adoptive family, private provider and DCFS staff will sign the Adoptive Placement Agreement at the time of Adoptive placement.

- When the child is placed in the home for adoption purposes, the private provider will agree to complete and document the seven (7) day visit along with monthly contacts according to OAC Rule 5101:2-48-17. The private provider will submit monthly supervision reports to DCFS.
- The subsidy start date will be effective the date of adoptive placement.
- The DCFS worker shall provide the private provider with the Original Birth Certificate, Answer and Consent along with the original Permanent Custody Journal Entry.
- The private provider will complete and file the court packet and attend the adoption finalization hearing along with the DCFS worker of record.

If the adoptive placement disrupts prior to adoption finalization, then the private provider will return any original documentation pertaining to the child back to the worker of record for inclusion in the child's case file.

C. Child Specific Adoptions \$7,000.00

This includes any family; relatives and interested individuals who were specifically recruited for the child or children and have completed both the Pre-Service and Adoption Home study process. These families were not approved and considered "waiting" prior to identification for a specific child.

- Upon identification of relative or interested individual interested in adopting a specific child or sibling group, the private provider will agree to train and approve the family for adoption.
- Once the family is approved for adoption, then the following shall occur:
- The private provider must agree to attend the Adoption Matching Conference in which one of their families has been identified as a potential match for an available child.
- Once the family has been selected, the adoption presentation will be scheduled within 14 days. The private provider must attend the adoption presentation along with their family.
- If the family agrees to move forward with the adoption after the adoption presentation is complete, then the DCFS worker will begin to negotiate subsidy with the prospective adoptive family.
- Once subsidy is negotiated, pre-placement visits can begin.
- The DCFS worker will complete the Adoption Referral form and forward to the private provider along with copies of the following documentation:
 - PC Face Sheet
 - Child Study Inventory
 - Xerox copy of the Birth Certificate
- The prospective adoptive family, private provider and DCFS staff will sign the Adoptive Placement Agreement at the time of Adoptive placement.
- When the child is placed in the home for adoption purposes, the private provider will agree to complete and document the seven (7) day visit along with monthly contacts according to OAC Rule 5101:2-48-17. The private provider will submit monthly visitation report to DCFS.
- The subsidy start date will be effective the date of adoptive placement.
- The DCFS worker shall provide the private provider with the Original Birth Certificate, Answer and Consent along with the original Permanent Custody Journal Entry.

- The private provider will complete and file the court packet and attend the adoption finalization hearing along with the DCFS worker of record.

If the adoptive placement disrupts prior to adoption finalization, then the private provider will return any original documentation pertaining to the child back to the worker of record for inclusion in the child's case file.

D. Payment

The Provider is entitled to payment upon the completion of: the finalization of the adoptive by a court. Unless appealed, the court's final order of adoption is required to support a request for payment.

E. The provider cannot charge the prospective adoptive parent(s), except to the extent such amounts can be reimbursed as a nonrecurring adoption expense.

The Provider shall not charge the prospective adoptive parent(s) any fees, except to the extent such amounts can be reimbursed as a nonrecurring adoption expense as that term is used in. OAC 5101:2-49-21. All eligibility requirements for nonrecurring adoption expenses must be satisfied. The Provider agrees that it will not charge the prospective adoptive parents in excess of the maximum amount of nonrecurring adoption expense available, unless agreed to by a fully informed prospective adoptive parent.

F. Adoption assistance payments

1. For categories numbered #2 Waiting Family and #3, Child Specific Adoptions Provider agrees that foster care board and care per diem shall not be available. To the extent the family meets the required eligibility, adoption subsidy shall be the sole source of funding, to the exclusion of the board and care per diem (foster care per diem)..

2. For category numbered "1 Foster to Adopt", the child is already in foster care with a commensurate payment of foster care board and care per diem. To the extent the family meets the required eligibility, and selects to receive adoption assistance as opposed to a foster care per diem, the adoption assistance shall be the sole source of funding as soon as it becomes available for payment. If selected, CCDCFS shall notify Provider as to the date adoption subsidy will be available. Foster care per diem payments shall cease at the time adoption assistance commences.

G. CREDITS AND THIRD PARTY PAYMENTS

The Provider is required to seek payment from any third party payor for services rendered which may be covered by such third party. The Provider shall not invoice two programs for the same services rendered under this contract.

5. Confidentiality

The Provider shall protect from unauthorized disclosure all confidential information, in conformity with all federal and state laws, regulations and rules, relating to children/families receiving services pursuant to this Contract. The Provider shall not use any such information for any purpose other than carrying out Provider's obligations under this Contract (e.g.; medical care, schools, etc.) Provider agrees that the use or disclosure by any party, or its partners, subcontractors, employees, volunteers or agents of any information concerning children and family members served under this Contract, for any purpose not directly related to the performance of Provider's responsibilities under this Contract is strictly prohibited, except upon the specific written consent of the parent, guardian or person authorized to give consent.

6. Civil Rights - Compliance With Laws

A. General

Provider certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulation including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the American with Disabilities Act, the Age Discrimination Act of 1975, as amended, the Inter-Ethnic Act, Multi-Ethnic Placement Act (MEPA), the Adoption and Safe Families Act and any laws of the United States or State of Ohio which are applicable. All services and programs will be provided on a nondiscriminatory basis as required by federal, state and local civil rights laws, and the policies and procedures of ODJFS and the county.

This includes any and all federal and state regulations and rules, including but not limited to compliance with rules adopted during the time period of this contract. If the federal or state governments promulgate rules, amendments, of any kind or type, the parties agree that they will act, and the contract must be construed, as requiring acts in compliance with all laws and regulations. During the performance of this Contract, Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, handicap, political belief or place of birth. Provider will take affirmative action to ensure that all employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, age handicap, political belief or place of birth. Such action shall include, but is not limited to, employment upgrading, demotion or transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. MEPA

The Multi-Ethnic Placement Act (MEPA), 42 U.S.C. 1996b prohibits the consideration of race, color or national origin in placement decisions, except under narrow circumstances. The Provider agrees that it will document decision making in written form to show the considerations used. The Provider will notify the Department immediately if the Provider deems it proper, under MEPA or state law, to consider race, color or national origin. The Provider agrees that placement will not occur, in those matters where the Provider has chosen

to consider race, color or national origin, until it contacts the Department and completes all requirements of federal and state law.

C. Not permit violations of law; cooperation

Provider agrees not to establish or knowingly permit any such practice(s) of discrimination or segregation in reference to anything relating to this Contract, or in reference to any network members or subcontractors of Provider. That the provider will cooperate with federal, state, and/or local governmental officials assigned to investigate allegations of violations of law. This may include the United States Department of Health and Human Services and the ODJFS Bureau of Civil Rights.

Provider agrees to comply with applicable laws, regulations, directives or codes, issued by the United States government or agency, as well as the State of Ohio or state agency.

The contractor or grantee shall refrain from promising or giving to any county family services agency and workforce development agency employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties, agrees that it will not solicit a county family services agency and workforce development agency employee to violate the county agency's code of standards of conduct or sections 102.03, 102.04, 2921.42 or 2921.43 of the Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

By signing this contract, the contractor or grantee certifies that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the county family service agency's and workforce development agency's code of standards of conduct applicable to contractors and grantees, and that the contractor or grantee will promptly notify the county family services agency and workforce development agency of any newly arising conflicts of interest or potential violations of state ethics laws.

7. Licensing

A. AGENCY:

The agency must be properly and currently licensed to conduct an adoption homestudy under Sections 5101.03 of the Ohio Revised Code (or similar state statute if the adoption is taking place in another state) and hold all other licensure as may be required.

B. STAFF

All staff employed by Provider that furnishes services pursuant to this Contract shall be properly and currently licensed, certified or accredited as required by the Ohio Administrative Code or other applicable federal, state or local regulations. These include, but are not limited to, background fingerprint checks.

C. ADOPTIVE HOMES

All Adoptive Homes shall maintain all licensure requirements of the federal, state and local governments if they are to be considered for adoptive placement or have a child placed with them...

8. Conflict of Interest Policy & Other Ethics Requirements

A. The Provider agrees to follow all state and county ethics laws and rules. Further, Provider agrees to follow the conflict of interest policy of CCDCFS. The provider agrees it will provide CCDCFS' conflict of interest policy to its employees.

B. The Provider shall notify a senior supervisor in CCDCFS's adoption department (currently, Mary Mitchell or Tracey Brichacek) of all situations, or a potential situation, in which an employee of the Provider seeks to adopt, or expresses an interest in adopting, a child in the custody of CCDCFS. The notification must occur as soon as possible.

C. The Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved.

D. Provider also agrees to adhere to the requirements of rule 5101:2-47-261(F) of the Ohio Administrative Code as applicable.

E. Provider agrees to comply with all federal or state ethics law as may be applicable. The state ethic laws may include, but are not limited to, R.C. 102.03, 102.04, 121.60-69, 2921.42, and 2921.43.

F. Provider agrees to refrain from promising or giving to any county family services agency employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties, agrees that it will not solicit a CCDCFS agency employee to violate the county agency's code of standards of conduct or sections 102.03, 102.04, 2921.42 or 2921.43 of the Revised Code, and will refrain from conflicts of interest, whether direct or indirect. The contract or grant shall also include a certification by the contractor or grantee that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2921.42, and 2921.43 of the Revised Code and the portions of the county family service agency's and workforce development agency's code of standards of conduct applicable to contractors and grantees, and that the contractor or grantee will promptly notify the county family services agency and workforce development agency of any newly arising conflicts of interest or potential violations of state ethics laws.

9. Indemnification and Insurance

A. Indemnification: The Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the Cuyahoga County, CCDCFS, and any and all officers, agents or employees thereof, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

B. Hold Harmless. The Provider also agrees to release, indemnify and hold harmless the Cuyahoga County, CCDCFS and all agents, representatives or employees or either of them from any and all responsibility or liability for the Provider's failure to perform its duties and obligations under this contract.

C. Insurance: The Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonably foreseeable torts which could cause injury or death. The Provider shall provide proof of insurance, satisfactory to CCDCFS, at the time the contract is signed by the Provider and agrees to maintain and continue such coverage

10. County not obligated to Third Parties; No subcontracts

A. The County shall not be obligated or liable hereunder to any party other than the Provider.

B. The Provider shall not assign this Agreement or enter into subcontracts to this Agreement with additional parties without obtaining prior written approval from CCDCFS. Written approval of CCDCFS must be by a Deputy Director or the Director, only. As a condition of granting such approval, CCDCFS shall require that such additional parties or subcontractors be subject to all conditions and provisions of this Agreement. The Provider shall be responsible for the performance of all additional parties or subcontractors.

C. If the Provider, with prior approval of CCDCFS, assigns or subcontracts any duties or obligations contained in this Agreement, in whole or part, the Provider agrees that the provisions of section -9, entitled "Indemnification and Insurance" continues to apply to the Provider for the actions or omissions of the assignee or subcontractor.

11. Modifications

By the mutual written consent of the County and the Provider, this contract may be modified whenever such modifications are deemed necessary. Any such modification to this contract shall be evidenced in writing and signed by both parties.

12. Notices

Any approvals, notices and reports required by this contract shall be sufficient if sent by the parties in the United States Mail, postage paid, return receipt requested, or hand delivery to addresses noted below:

DEPARTMENT

Mary Mitchell or Tracey Brichacek, Senior Supervisors
Cuyahoga County Department of Children & Family Services
3955 Euclid Avenue, Room 307-West
Cleveland, Ohio 44115
(216) 881-4037

PROVIDER

Director of Provider, at address listed in the first paragraph (page 1) of this contract.

13. Miscellaneous-Entire Agreement

This document, including the entire agreement between the parties with respect to all matters that are the subject of this Contract. This Contract may be amended only by the mutual agreement of the parties and only by a writing signed by both parties. The only exception is the "Maximum Dollar Amount" which may be adjusted unilaterally per Section 2 entitled "Contract Period & Other Terms." The parties specifically acknowledge that no promises, warranties or representations have been made to or relied upon by them other than those contained in this Contract.

14. Termination -Suspension

In addition to the automatic termination contained in paragraph numbered 1 entitled "CCDCFS's Source of Funds – Immediate Termination", this contract may be terminated or suspended, as follows:

A. Either party may terminate this Contract by giving thirty (30) days written notice to the other party. Under no circumstances shall the County be responsible for any type of penalty payment upon cancellation of the Agreement.

B. The County/CCDCFS may suspend or terminate this Contract immediately by delivery of written notice to Provider for any of the following breaches of the contract: failure by Provider to maintain in effect all licenses required by law, failure by Provider to provide any of the services contracted for in the manner agreed upon or in accordance with the time provisions contained in this Contract; failure by Provider to maintain qualified staff in the numbers agreed upon in this Contract; , failure by Provider to provide data according to the time frames established in this Contract, provide access to records in a timely manner or failure to submit to CCDCFS any of the reports required by this Contract according to the time frames set forth in this Contract. The County/CCDCFS may suspend or terminate this Contract immediately by delivery of written notice to Provider for any other reason deemed to be a material breach of the terms of this Contract whether or not such reason is specifically set forth herein.

C. Upon breach of the material provisions, obligations or duties contained in this Contract by either party, the other party may exercise any administrative, contractual, equitable, or legal remedies available to it, without limitation. However, any lawsuit must be commenced in the Cuyahoga County Court of Common Pleas. The waiver of any occurrence of breach is not a waiver of subsequent occurrences, and each party retains the right to exercise all remedies to which it may be legally or equitably entitled. If the County/CCDCFS or Provider fails to perform an obligation under this Contract and, thereafter, such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be considered effective unless it is in writing and signed by an authorized representative of such party.

15. Status of Provider

Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state, municipal or other tax liabilities (including, but not limited to sales tax, real estate taxes). Provider assumes all responsibility along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services purchased by CCDCFS hereunder. Provider agrees that it is an independent contractor for all purposes including, but not exclusively limited to, the application of the Fair Labor Standards Act, the Federal Insurance Contribution Act, applicable provisions of the Internal Revenue Code, applicable provisions of Ohio Tax law, Workers Compensation Law and Unemployment Compensation Law. Provider agrees to provide its own support staff and services as necessary for the satisfactory performance of the activities described in this contract.

16. Construction- Choice of Forum

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Any lawsuit of any kind brought against CCDCFS (or any entity or person associated with the Cuyahoga County government) by the Provider or anyone associated with the Provider, which is based in whole or part, on this contract, must be commenced in the Cuyahoga County Court of Common Pleas. If any portion of this Contract is found to be unenforceable due to statute, or administrative or judicial decision, the operation or enforceability of the unaffected balance of this Contract shall not be effected thereby.

17. Dispute Resolution Mechanism

In the event that a dispute arises under the provisions of this Contract the parties shall follow the procedures set forth below:

A. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Contract. The parties shall agree to a mutual date and place of the preliminary meeting. The preliminary meeting shall take place not later than ten working days from the date of issuance of the notice of dispute to all other parties. A copy of the notice shall be sent to the Director of CCDCFS and to the Executive Director of the Provider.

B. Within ten days of receiving the notice of a dispute, the parties involved in the dispute between the Department and the Provider shall conduct a preliminary meeting. Any party may bring additional staff to attend the preliminary meeting. The party complaining of the dispute shall make all arrangements for the preliminary meeting.

C. The parties shall make good faith efforts to resolve the dispute at the preliminary meeting. All statements made during the preliminary meeting shall be privileged as settlement discussions and shall not be used for any purpose in any further proceeding.

D. In the event that the dispute is not resolved at the preliminary meeting, the party complaining of the dispute shall, within ten days of the preliminary meeting, give notice of the continuing dispute to the Department and to the Provider.

E. Within five working days after receipt of the notice of the continuing dispute, the appropriate Department Manager, and/or specifically designated customer services' staff and the Provider shall attempt to mediate the dispute.

F. If they are unable to mediate the dispute, the parties may employ the appropriate Deputy Director of the Department and the Provider shall attempt to mediate the dispute.

G. If they are unable to mediate the dispute, it shall be referred to the Executive Director of the Department, or his designee, for review and determination.

H. If they are unable to mediate the dispute, the Executive Director of CCDCFS will make the determination, which will be non-binding.

I. Once a party initiates this process, the entire process must be completed. Neither party shall be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

18. Audit

Provider agrees to comply with the Ohio Revised Code, Ohio Administrative Code, or federal law and make available to CCDCFS a copy of the independent audit it receives.

19. Background Reviews

The Provider agrees to comply with state and federal law, state administrative rule, including the "Adam Walsh Act", and agrees that it will not hire or continue to employ under its administrative control, any individual who has been convicted of the offenses described in those laws or rules, which bar employment.

20. Evaluation

CCDCFS shall conduct an evaluation and/or contract monitoring as described in Ohio Administrative Code 5101:2-47-23-(F)1 & 2, of the parties performance of this Contract pursuant to service performance evaluation standards and procedures that are established by CCDCFS;

21. Records Retention Requirements

A. Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with federal or state requirements, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract are treated according to the following terms:

(1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Contract will be retained and made available by the Provider for inspection and audit by the Agency other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services for a minimum of three years after reimbursement for services rendered under this Contract, unless the federal government or state law has established a longer time period for retention of records.

(2) If an audit, litigation, or other action is initiated during the time period of the agreement, the Provider shall retain such records until the action is concluded and all issues resolved or the three years have expired, whichever is later.

B. Provider agrees to maintain the confidentiality of all children and families served as required by federal and state laws, regulations and rules. No information on children served will be released for research or other publication without the express written consent of the Agency Director.

C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty days, after a written request has been made.

E. Provider acknowledges, in accordance with R.C. 149.431, that certain financial records related to the performance of services under this Contract may be considered to be public records and agrees to treat them accordingly.

22. Automatic Amendment

In the event that any of the terms of this contract are in conflict with any Federal or State statute, regulation or rule, this contract shall be automatically amended to conform to such statute, regulation or rule.

23. Miscellaneous

Provider agrees that all documents, reports, data, photographs and negatives, electronic reports and records, and other media produced under this contract shall become the property of CCDCFS which shall have the unrestricted right to reproduce, distribute, modify, maintain or use. Provider agrees that it will not seek or obtain a copyright, patent or other proprietary protections for any materials or item produced under this contract.

24. Completion of Forms as may be Required

The Provider agrees to complete, as a condition of receiving payment for services through this contract, all forms which may be required. For example, the Ohio Department of Public Safety issued Form HLS 0038 (2/06) entitled "Government Business and Funding Contracts." The Provider agrees to complete such forms as may be required by federal, state or local governments.

25. Definitions

The following definitions, as well as those definitions contained in federal or state law or rule, govern this contract:

"CHILD SERVING AGENCY" is the agency that holds custody of the child.

"DISRUPTION" occurs when a child is removed from an adoptive placement prior to finalization of the adoption.

"FAMILY SERVING AGENCY" is the agency representing the adoptive parents.

"LARGE FAMILY ASSESSMENT" is the portion of the home study which may be required to be completed.

"LEGAL RISK PLACEMENT" A child not yet legally free for adoption, but permanent custody is anticipated; and thus, the child is matched with a family that is certified for foster care and approved for adoption.

"OAC" is an abbreviation for the Ohio Administrative Code.

"ORC" or "RC" is an abbreviation for the Ohio Revised Code.

"PANEL REVIEWS" are meetings called by CCDCFS to discuss adoption issues.

"SIBLING GROUP" is defined by reference to CCDCFS policy No. 6.01.04, which is CCDCFS's Sibling Policy.

"WAITING CHILD" is a child in the permanent custody of CCDCFS that is not currently in a prefinalized adoptive placement, in the process of visiting a prospective adoptive family or involved in an appeal.

26. Non-Assignment

Provider shall not assign or transfer any interest in this Contract without the express written permission of the CFS and may subcontract for services only as expressly provided for in this Contract. The provisions of this section do not extend to contracts entered into between Provider and foster parents.

Any subcontract for services entered into by Provider with the approval of CFS shall be in writing and shall specifically require any subcontractor to comply with the terms of this Contract. CFS retains the right to review and approve all subcontracts entered into by Provider that relate to any service Provider is contractually required to furnish pursuant to the terms of this Contract.

27. **Electronic Signature**

BY ENTERING INTO THIS [AGREEMENT/CONTRACT/AMENDMENT TO AGREEMENT OR CONTRACT] OR [BY SUBMITTING A BID] OR [BY SUBMITTING A PROPOSAL] I AGREE ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

In Witness Whereof, the County and Provider have entered into and ratified this contract.

CUYAHOGA COUNTY, OHIO

X  _____

(Authorized Signature)

Edward FitzGerald
County Executive

4-8-11
Date

PROVIDER: Applewood Centers, Inc.

MELANIE K FALLS
(Name -Print)


Executive Director
(Signature)

10-6-10

Authorized Representative's Title