

## CUYAHOGA COUNTY CONTRACT

THIS CONTRACT, made and entered into, this 1<sup>st</sup> day of January 2011 by and between the Cuyahoga County, Ohio (County or CFS) and **ADOPTION NETWORK CLEVELAND (ANC)**, a private, not for profit entity, with principal offices located at 4614 Prospect Avenue, Suite 550, Cleveland, Ohio 44103 (the "Provider").

### RECITALS:

WHEREAS, the Cuyahoga County, Ohio through its Department of Children and Family Services (County or CFS) 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 Job and Family Services (ODJFS);

WHEREAS, the Department of Children and Family Services 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;

WHEREAS, the Adopt Cuyahoga's Kids Initiative has been in existence to assist and find permanency for older children in the child welfare system. Older children in the child welfare system present unique issues in attempting to find permanency through an adoptive home. The Initiative supports finding a permanent home for all children who are in the permanent custody of the county;

WHEREAS, the parties to this contract will work together on this Initiative, the goal of which includes supporting permanency planning for children in the permanent custody of the Department and to assist children who are available for adoption;

WHEREAS, CFS wishes to purchase such services to support this Initiative from the ANC;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Department and the Adoption Network Cleveland, agree as follows:

### 1. PURCHASE OF SERVICES

Subject to the terms and conditions set forth in this Contract, the ANC agrees to furnish services for the Initiative, and the CFS agrees to purchase those services, as set forth herein.

### 2. CONTRACT PERIOD

A. This Contract will be effective for the twelve (12) month period from January 1, 2011 through December 31, 2011, both inclusive, unless otherwise terminated, at an amount not to exceed \$315,000.00 (the "Maximum Dollar Amount").

*B. Other Terms*

1. Nothing in this Contract shall be construed as a guarantee by CFS that CFS will make referrals to the Provider, at all or at a level that would result in the Provider earning the Maximum Dollar Amount. CFS will pay Provider for, and Provider shall be entitled to receive payment for, services actually purchased by CFS. The amount of such payments will be determined according to the rates for such services as set forth herein.
2. Both parties agree that the dollar amount of the Contract may be amended during the contract period. Any Amendment of the contract requires approval from Cuyahoga County. Such amendment may take place for any reason.
3. In the event that the Provider anticipates that it will render services hereunder to CFS placed children during the period beginning on the first day of the term hereof and ending before the expiration of the term hereof that will result in aggregate billings to CFS in an amount equal to at least 80% of the Maximum Dollar Amount of the Contract, the Provider will be entitled to request an amendment to the Maximum Dollar Amount of the Contract. The parties will begin negotiating such an amendment within two weeks after such request is received by CFS. If the parties are unable to agree, for any reason, upon such an amendment prior to the day on which the Provider has rendered services hereunder to CFS placed children that will result in aggregate billings to CFS in an amount equal to 100% of the Maximum Dollar Amount under the Contract CFS will continue to pay the Provider for services rendered hereunder at the rate set forth in the contract with respect to services rendered hereunder at the case rate set forth in the Contract with respect to services furnished to children placed with the Provider by CFS before the Run-Out Date and children placed with the Provider by CFS on or after the Run-Out Date. However, any duty or obligation for payment in excess of the maximum dollar amount of the contract must be specifically approved by a resolution of Cuyahoga County, at a public meeting, following a public vote.
4. Adjustment to contract Amount: CFS reserves the right to unilaterally adjust and amend the maximum contract amount should it determine that the Maximum Dollar Amount will not be expended during the contract period based on CFS' quarterly projections. CFS will give notice of 21 days to the Providers affected advising of the proposed amendment before seeking a Cuyahoga County resolution. The purpose of the 21 day notice is to give the parties affected a period of time to discuss the proposed adjustment or amendment.
5. Waiver: 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 4.
6. The total contract amount specified above is the maximum liability of CFS for services under this contract, provided that this amount is appropriated and certified as

available.

### 3. **SERVICES**

#### A. *OVERVIEW OF INITIATIVE*

##### 1. Description

The Adopt Cuyahoga's Kids Initiative is a Public-Private partnership designed to decrease barriers to permanency for the children in the custody of the Cuyahoga County Department of Children and Family Services without identified adoptive families.

##### 2. The Initiative will include the following:

- a. ANC will employ "Navigators." Navigators support and assist prospective adoptive parents. Adoption Navigators respond to calls for help from both prospective adoptive families and those who have already adopted. Navigators' primary function is to assist families through the process of becoming approved for adoption. They help families around any systemic barriers with homestudy completion, new placements in their homes, and the adoption process, in general. Navigators recruit and retain prospective adoptive families through attendance at CFS and community sponsored recruitment events. Navigators act as a bridge between resource managers, network workers and CFS adoption workers. They follow up with all approved and waiting adoptive families referred by CFS.
- b. Provide assistance in the transition of Child-Centered Recruitment to the internal management at CFS. ANC will assist in the transition with training and facilitation of a "Lessons Learned" forum and completion of a "Lesson's Learned" best practice guide.
- c. Provide Child Preparation Activities including the "Get Real" support group for teens that are in the permanent custody of CFS.
- d. Provide "Digital Me's," which are DVD's featuring youth who are in the permanent custody of CFS.
- e. Provide mentoring. Mentoring will be offered to the youth in the permanent custody of CFS. ANC mentors will be called "Permanency Champions." The goals for the mentoring program are to help the youth navigate interpersonal relationships with an approved adult; the secondary goals for the youth receiving mentors is helping them maintain stability in housing, avoidance of pregnancy, and assistance as they navigate life after care. A component of the mentor's training is to understand the needs of youth for whom no family has been identified.
- h. Provide post adoption services that include, educational support, family and youth support and navigation post adoption support.
- f. Provide community education related to adoption and youth permanency through community outreach and education.

#### B. *OBLIGATIONS OF THE ANC*

1. **Navigation Services:** ANC will provide "navigation" services with the following anticipated service level in 2011: Manage 200 active cases per quarter for the contract period with pre- adoptive families for information, support and referral. ANC will facilitate 30 adoption placements with Navigator families. ANC will hold quarterly "Adoption 101" sessions, with the goal of serving 50 prospective parents. ANC will attend and present Navigator involved families at Adoption Connections and NEOARE. ANC will attend CFS

Matching Conferences as needed and support and attend CFS sponsored Adoption Mixers.

2. **Transition of Child-Centered Recruitment:** ANC will assist in the transition of CCR to CFS internal management. ANC will plan, coordinate and facilitate a “Lessons Learned” forum for CFS staff and community partners. ANC will also develop and produce a “CCR Lessons Learned” best practice toolkit/ guide to be made available to CFS. ANC is to complete transition activities by June 30, 2011.

3. **Community Outreach & Education:** ANC will conduct presentations and participate in tabling events with the goal of reaching over 5,000 individuals. ANC will facilitate 30 positive media features and create opportunities for collaboration and community partnerships. . ANC will host and provide space for subsidy workshops, assessor trainings and CFS departmental meetings. ANC staff will support the CFS Mobile Heart Gallery efforts. Navigators will coordinate and staff events at the neighborhood collaboratives and other sites for recruitment purposes.

4. **Child Preparation:** ANC will provide the “Get Real” teen support group, which is co-facilitated by ANC staff, and an adult who has aged out of foster care or was adopted at an older age. The objectives are to help teens prepare for adoption, and the group offers social support as they consider the benefits of family life. The program will be offered once per month with the goal of serving approximately 100 youth annually. ANC will provide “**Family Ties**” which is a child preparation and family preservation activity that includes both the youth and their families, at or soon after they move into adoptive status.

5. **Digital Me’s:** ANC will arrange and hold two Digital Me shooting days for up to 30 youth as referred. “Digital Me’s,” are DVD’s created by the youth who are in the permanent custody of CFS. ANC will provide coordination and support for the development, use and display of these innovative recruitment tools

6. **Mentoring Services:** Mentoring is offered to the youth in the permanent custody of CFS. ANC mentors are called “Permanency Champions”. The goals for the mentoring program are to help the youth navigate interpersonal relationships with an approved adult: the secondary goals for the youth receiving services is helping them maintain stability and connections. These services will include enlisting mentors to champion the permanency needs of the youth in care, and specifically the youth they are matched with, increases youths’ chances of finding permanent connections. At the end of 2010 ANC created/maintained 50 matches. These matches will be sustained in 2011 and new matches will be made to replace any dissolved matches.

7. **Reporting:** ANC shall report, on a monthly and quarterly basis as determined by CFS, the progress of the Initiative. These reports are due to CFS no later than the 20<sup>th</sup> day following the end of a month. The contents of the reports will include statistics as to the deliverables of this contract.

8. **Operations Meetings:** ANC will schedule and attend Operations Meetings. These meetings

will also address systemic issues that become evident from the work of ANC's Navigators, and ANC/CFS recruitment efforts. Monthly operations meetings will occur in 2011.

9. **Post Adoption Services:** ANC will provide coordination and leadership of the CFS Post Adoption Cluster. 250 parents will be served in groups, social outings and phone support. 100 parents will be supported with educational advocacy during this contract period. Youth programming will serve 75 youth.

10. Provide general administration including financial management, audit and administrative staff time.

C. *OBLIGATIONS OF THE CUYAHOGA COUNTY DEPARTMENT OF CHILDREN AND FAMILY SERVICES*

CFS will provide technical assistance as may be requested.

4. **INVOICING**

A. *INVOICING INSTRUCTIONS*

1. Provider, in complying with requirements Ohio Administrative Code Section 5101:2-47-23.1, and other Ohio Administrative Code Sections relating to fiscal accountability procedures, must state that invoices are true, correct and accurate, to the best of their knowledge.

2. This statement appears on the last page of the Placement Service Contract Reimbursement Request form. On the Individual Placement Service Contract Reimbursement Request form, it is the last section of the form to be completed. The statement shall be composed for the following:

Statement by the Provider

ANC states that the above mentioned information is true, correct and accurate, to the best of my knowledge and that we have adequate and sufficient documentation to support the above mentioned claim and that the reimbursement claimed is based upon the terms of the contract as negotiated.

3. The Provider shall, within 30 working days following the last day of each calendar month, submit an initial invoice to the Payment Processing Unit indicating the services which were rendered, amount requested and contract number. Invoicing shall be completed on the form provided by CFS or a form or format which contains elements as the one provided by CFS. Invoices should be submitted electronically or in triplicate to:

Department of Children and Family Services  
Attention: Payment Processing Department  
3955 Euclid Avenue - Room 347-E  
Cleveland, Ohio 44115

4. Once the contract has been approved by the County, ANC will provide invoices for the Initiative. ANC agrees that February 15, 2012 is the final day for County to receive invoices associated with the Initiative.

5. **CHILD ABUSE, NEGLECT REPORTING: R.C. 2151.421**

The ANC shall immediately report child abuse, neglect as required by R.C. 2151.421. The

following are examples of situations in which reporting should be made to CFS Hotline (216-696-KIDS).

- 1) A CFS child found to have contracted any serious illness or injury;
- 2) A CFS child involved in delinquent activity;
- 3) A CFS child who runs away or otherwise absents himself/herself from the caregiver for more than eight hours. Notice shall be given within three hours of the time those providing adoption placement services obtain knowledge of such incident;
- 4) Any abusive or neglectful act to a CFS child and not previously known to CFS;
- 5) Any injury, disability or condition that indicates a CFS child has been abused or neglected while in the care of those providing adoption placement services or potential adoptive caregivers;
- 6) Any violation of a rule that a foster home would be required to report to the Ohio Department of Jobs and Family Services pursuant to the requirements of the Ohio Administrative Code;
- 7) Any incident in which a CFS child has been present in a home in which another child has committed an act that would require a report to the Ohio Department of Job and Family Services, local department of children and family services or equivalent entity, law enforcement authority or other licensing authority even though such child was not a victim or participant in the act;
- 8) The death or life threatening illness of any CFS child.

#### **6. CONFIDENTIALITY**

Provider shall protect from unauthorized disclosure or review all confidential information in its possession relating to children/families receiving services pursuant to this Contract. Provider shall not use any such information for any purpose other than carrying out the obligations under this Contract. Provider agrees that the use or disclosure of confidential information by such entity, 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 responsibilities under this Contract is strictly prohibited, except upon the specific written consent of the the County or designee authorized to provide such consent.

#### **7. EVALUATION/CONTRACT MONITORING**

CFS 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 CFS.

#### **8. RECORDS RETENTION REQUIREMENTS**

A. Provider agrees that it will follow the record retention requirements in Ohio Administrative Code 5101:2-47-23.1(B)(7).

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.

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. No information on children served will be released for research or other publication without the express written consent of CFS Director and the consent of ODJFS.

C. Provider agrees to keep all financial records in a manner consistent with Ohio Administrative Code 5101:2-47-23.1(B)(10).

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.

## **9. AVAILABILITY AND RETENTION OF RECORDS**

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.

## **10. AUDIT**

A. The Provider agrees to follow ODJFS rules and requirements including Ohio Administrative Code 5101:2-47-23.1(B)(9) regarding financial reporting and audits in existence at the time of this contract and as modified during the term of this contract.

B. Provider agrees to have an audit completed annually and to make available to Agency a copy of the independent audit it receives.

C. Provider agrees to refund to Agency any overpayments resulting from the non-allowable costs which resulted in a finding against CFS. This refund is designed to make the Agency whole, since the Agency may be responsible for refunding all overpayments to ODJFS.

## **11. CIVIL RIGHTS & COMPLIANCE WITH LAWS**

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.

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.

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, as required per Ohio Administrative Code 5101:2-47-23.1(B)(8), which states, in pertinent part:

Provider shall 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 serve as an officer or employee, unless the services or goods involved are provided at a competitive cost or under terms favorable to the provider.

### *CONFLICT OF INTEREST POLICY*

The Provider agrees to follow all ethics laws and follow the conflict of interest policy of CFS. The provider agrees it will provide CFS' conflict of interest policy to its employees.

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 or his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-261(F) of the Ohio Administrative Code as it relates to this provision.

### **12. INDEMNITY**

The Provider agrees that it will at all times indemnify and save harmless the County, and any and all of its elected officials, officers, agents, servants, or employees thereof against any and all liability, loss, damages, costs or expenses which the County and any and all of its elected officials, officers, agents, servants, or employees may hereinafter sustain, incur, or be required to pay due to any negligent, reckless or intentionally wrongful, acts or omissions of the Provider related to the performance of this Contract which causes a person or entity to suffer personal injury, death, property loss, or damage, either while participating in or receiving services furnished by the Provider under this Contract, or while on the premises or in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officers, agents, servant, or employee thereof.

### **13. 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 CFS 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 representative 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 CFS 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.

#### **14. CONSTRUCTION**

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. 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.

#### **15. NON- ASSIGNMENT**

Provider shall not assign or transfer its obligation as the lead agency 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 ANC and those providing adoption placement services.

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.

#### **16. 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 along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of

compensation received for services purchased by County/CFS 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.

#### **17. MISCELLANEOUS-ENTIRE AGREEMENT**

This document constitutes 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." 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.

#### **18. TERMINATION**

Either party may terminate this Contract by giving thirty (30) days written notice to the other party.

#### **19. COMPLETION OF FORMS**

The provider agrees to complete the Ohio Department of Public Safety form HLS 0038 (2/06) entitled "Government Business and Funding Contracts."

#### **20. DEFINITIONS**

##### **DEFINITIONS GOVERNING THIS CONTRACT**

The following definitions shall govern this Contract:

- A. "Adoption placement services" means the all entities, in any way, involved with the provision of adoptive services under the Initiative. ANC and CFS are specifically excluded from the definition of this term.
- B. Generally Accepted Accounting Principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).
- C. "Private network agencies" means an agency licensed by the State of Ohio to provide foster or adoptive services, including homestudies.

#### **21. ELECTRONIC SIGNATURE**

BY ENTERING INTO THIS CONTRACT, PROVIDER 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. PROVIDER 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 CUYAHOGA COUNTY.

**22. SACWIS**

The parties to this Contract are aware that CFS will be utilizing the State Statewide Automated Child Welfare Information System (SACWIS) as of December 2008. The parties to this Contract understand and agree that utilization of SACWIS will impact the manner that the parties have provided care to the youth and families served. The parties to this Contract understand and agree that SACWIS implementation will require changes to the practice, procedure, deliverables and other terms and conditions of this Contract. These changes will not be known until SACWIS is fully implemented. The parties agree to meet and discuss all SACWIS related issues and utilize the dispute resolution mechanism in paragraph 20, if necessary. Provider hereby agrees that changes to practice, procedure, deliverables and other terms and conditions of this Contract required by the implementation of SACWIS cannot be considered a breach of this Contract. The terms of this Contract must be read to permit compliance with all requirements of SACWIS and any changes required by the implementation of SACWIS supersede any conflicting contractual obligations.

IN WITNESS WHEREOF, the County and the Adoption Network Cleveland have entered into this Contract effective January 1, 2011.

COUNTY OF CUYAHOGA, OHIO:

By: \_\_\_\_\_  
Edward FitzGerald, County Executive

On behalf of:  
ADOPTION NETWORK CLEVELAND

By: Betsy Morris  
(Authorized Signature)

Betsy Morris  
Name (printed) & Title