

CONTRACT

THIS CONTRACT made and entered into this 16 day of May, 2012 by and between the County of Cuyahoga, Ohio (the "COUNTY") and the Cuyahoga Health Access Partnership, a corporation not-for-profit, with principal offices located at 75 Erieview Plaza, Second Floor, Cleveland Ohio 44114 (hereinafter called the "PARTNERSHIP") for the administration of a county-wide health access plan.

WITNESSETH THAT:

WHEREAS, the PARTNERSHIP is a group of major health care providers, safety net providers, government entities, health plans, foundations and other relevant organizations; and

WHEREAS, the vision of the PARTNERSHIP is to provide a system of health access for the adult uninsured in Cuyahoga County; and

WHEREAS, the COUNTY has deemed it appropriate to provide support for the PARTNERSHIP's activities surrounding health access; and

NOW, THEREFORE, the COUNTY and the PARTNERSHIP hereby agree as follows:

ARTICLE 1 TERMS OF CONTRACT

1.1 SCOPE OF SERVICE. The PARTNERSHIP shall follow the timeline of activities set forth by the PARTNERSHIP's Board of Directors, in order to create and sustain a county-wide health access program for eligible adult uninsured residents of Cuyahoga County.

Activities include:

- Implement web-based financial eligibility Access Plan at provider locations to enroll existing uninsured patients that need access to primary and specialty care.
- Expand primary care provider network and specialty service options available to CHAP Members.
- Design data collection metrics and process with provider partners to track utilization, cost impact, and health improvements of CHAP Members.
- Establish strategic partnerships with health and human services organizations to connect potential CHAP Members to primary and specialty care.
- Further community partnerships to address the social determinants of health that impact the adult uninsured population and connect CHAP Members to consumer services.
- Launch communications strategy to educate partner organizations, staff, and

community stakeholders about CHAP.

- Develop community outreach plan to educate the general public about CHAP.
- Present utilization and quality data reports to partner organizations and community stakeholders with evaluation of lessons learned.

1.2 **TERM**

This contract shall be in effect for the period January 1, 2012, through December 31, 2013.

1.3 **REPORTING REQUIREMENTS**

Any deviations in services adversely affecting the PARTNERSHIP shall be reported immediately to Director of Health and Human Services, Rick Werner. The PARTNERSHIP shall submit a semi-annual and an annual report to the Department of Health and Human Services, no later than 60 days at the end of term which shall include and year-to-date information on the following:

- a. Brief description of activities implemented
- b. Data reports and budget information
- c. Any other information as may be reasonably required by the Director of Health and Human Services.

1.4 **PAYMENTS**

The COUNTY shall make two (2) equal payments in the amount of \$25,000.00 upon receipt of an invoice from the PARTNERSHIP. Payments shall be made in 2012 and 2013. Payments for the PARTNERSHIP shall not exceed \$50,000.00.

1.5 **TERMINATION**

The COUNTY and the PARTNERSHIP shall have the right to terminate this Agreement subject to thirty (30) calendar days prior written notice. All services required by this Agreement shall be provided by the parties to the Agreement to the date of termination. If the PARTNERSHIP incurs any non-cancelable obligations prior to the notification of termination of this contract, they will be honored by the COUNTY.

ARTICLE 2 GENERAL PROVISIONS

- 2.1 **Assignment.** This Agreement shall not be assignable by any of the parties hereto without the prior written consent of the other parties.

- 2.2 **Modification and Waiver.** No cancellation, modification, amendment, deletion, addition, or other change in this Agreement or any provision hereof or waiver of any right or remedy herein provided shall be effective for any purpose unless specifically set forth in writing and signed by the parties to be bound thereby. No waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.
- 2.3 **Indemnification.** The PARTNERSHIP shall indemnify and hold harmless COUNTY, its officers, agents and employees, against all suits, claims, losses, costs, damages, expenses or liabilities arising out of the PARTNERSHIP's acts or omissions in connection with services rendered pursuant to this Agreement. In addition, the PARTNERSHIP shall, at its own expense, defend the COUNTY, its officers, agents and employees, in any litigation or claims arising therefrom, and shall pay all sums which the COUNTY shall become legally obligated to pay as a result of such litigation or claims incurred in connection therewith, and satisfy and cause to be discharged such judgments as may obtain against the COUNTY, its officers, agents and employees. This provision shall survive the completion of the work and services to be performed hereunder and the termination of this agreement.
- 2.4 **Entire Agreement.** This Agreement, which includes any exhibits attached hereto, contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous arrangements, commitments, representations, or understandings, whether written or oral.
- 2.5 **Headings.** The headings and titles to the articles and sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.
- 2.6 **Severability.** Should any provision hereof be found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such finding shall not affect the validity or enforceability of any other provision of this Agreement.
- 2.7 **Controlling Law.** All questions concerning the validity and operation of this Agreement and the performance of the obligation imposed upon the parties hereunder shall be governed by the laws of the State of Ohio.
- 2.8 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

- 2.9 **Rights and Remedies.** The duties and obligations imposed by this Agreement are in addition to and not in limitation of any duties or obligations otherwise imposed by law. The rights and remedies provided in this Agreement are in addition to and not in limitation of other rights and remedies under this Agreement, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
- 2.10 **Authority.** The COUNTY and the PARTNERSHIP have full power and authority to enter into and perform this Agreement in accordance with its terms. Persons signing this Agreement in a representative capacity of the COUNTY or the PARTNERSHIP have authority to do so.
- 2.11 **Notices.** All notices and communications provided for hereunder shall be in writing and sent via the United States Postal Service, first class prepaid, to the following:

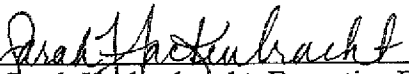
If to the COUNTY: Sabrina L. Roberts
 Administrator of Health Policy & Programs
 Office of Health & Human Services
 310 W. Lakeside Avenue, Suite 500
 Cleveland, Ohio 44113

If to the PARTNERSHIP: Sarah Hackenbracht
 Cuyahoga Health Access Partnership
 75 Erieview Plaza, Second Floor
 Cleveland, Ohio 44114

BY ENTERING INTO THIS CONTRACT, 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.

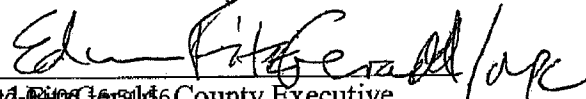
IN WITNESS WHEREOF, the parties hereto execute this contract as of the date first written above.

Cuyahoga Health Access Partnership

By: 
Sarah Hackenbracht, Executive Director

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: 
~~Edward FitzGerald~~, County Executive