

**COUNTY OF CUYAHOGA, OHIO
CONTRACT
FOR ADOPTION SERVICES**

THIS CONTRACT is effective as of the 1st day of January, 2014, and is by and between Cuyahoga County, Ohio on behalf of its Division of Children and Family Services, a governmental agency (hereinafter referred to as "CCDCFS" or "DCFS") and a provider of adoption services identified as:

**CASI Foundation for Children, Inc.
2308 North Cole Road Suite E
Boise, Idaho 83704**

(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, 2014 through December 31, 2014, 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 not to exceed \$5,000.00.

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 and invoiced to CCDCFS by Provider as set forth herein. The amount of such payments will be determined according to the rates for such services as set forth in an attached Attachment A – Adoption Referral/Agreement Form and Attachment B – Adoption Invoice, as well as 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. Closure of the Contract Billing Period.

CCDCFS must *receive* all invoices for services provided by Provider hereunder on or before January 31, 2015. CCDCFS will accept invoices faxed to (216) 431-4115. CCDCFS may deny any invoices received after January 31, 2015 as being untimely.

G. 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 this Contract may include state funding in addition to County funding. 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

Provider shall submit invoices to CCDCFS on a monthly basis no later than the 15th day of the month following the month in which services are rendered. Invoices received in accordance with this time frame will be processed as received. 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. Services to be provided by Provider are divided into three categories: (A) Foster to Adopt; (B) Waiting Family; and (C) Child Specific. The following sets forth the responsibilities of Provider in connection with each category of services. For each category, payments are made per adoptive family, not per child.

A. Foster to Adopt Cases - \$1,000.00 per adoptive family

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 Provider shall 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 Provider shall 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 Provider shall 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 Provider shall contact the State to request approval for adoption based on the approved OJFS 1692.
- The Provider shall attend the Adoption Matching Conference and represent their family.
- Prior to adoption presentation and placement the DCFS worker will negotiate subsidy with the prospective adoptive family.
- The Provider shall attend the adoption presentation and receive a copy of the OJFS 1667 Adoption Disclosure form.
- The prospective adoptive family, Provider and DCFS staff will sign the Adoptive Placement Agreement at the time of adoptive placement.
- The Provider shall complete and document the seven (7) day visit to the prospective adoptive family, following the adoptive placement.
- The Provider shall continue to supervise the placement through adoption finalization according to OAC Rule 5101:2-42-65. During this period, the prospective adoptive family shall continue to receive payment under foster care. The Provider shall 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 Provider in order to file the court paperwork.
- The Provider will work with the prospective adoptive family to complete 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 Provider shall be entitled to a one-time incentive payment of \$500.00 per adoptive family.
- Sibling Group Incentive: Two or more siblings that are recruited for and adopted together. Where two or more siblings are recruited and adopted together, the Provider shall be entitled to a one-time incentive payment of \$500.00 for the sibling group as a whole, not for each individual child, after finalization.

If the adoptive placement is disrupted or fails prior to adoption finalization, then the Provider shall return any original documentation pertaining to the child back to the DCFS worker of record for inclusion in the child's case file.

B. Waiting Family - \$5,000.00 per adoptive family

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 Provider shall 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 Provider shall 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 may begin.
- The DCFS worker will complete the Adoption Referral form and forward to the Provider along with copies of the following documentation:
 - PC Face Sheet
 - Child Study Inventory
 - Copy of the Birth Certificate
- The prospective adoptive family, 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 Provider shall complete and document the seven (7) day visit along with monthly contacts according to OAC Rule 5101:2-48-17. The Provider shall submit monthly supervision reports to DCFS.
- The subsidy start date will be effective the date of adoptive placement.
- The DCFS worker shall provide the Provider with the Original Birth Certificate, Answer and Consent along with the original Permanent Custody Journal Entry.
- The Provider shall work with the prospective adoptive family to complete the court packet and attend the adoption finalization hearing along with the DCFS worker of record.
- If the adoption is finalized within ninety (90) days of the adoptive placement; the Provider shall be entitled to a one-time incentive payment of \$500.00 per adoptive family.
- Sibling Group Incentive: Two or more siblings that are recruited for and adopted together. Where two or more siblings are recruited and adopted together, the Provider shall be entitled to a one-time incentive payment of \$500.00 for the sibling group as a whole, not for each individual child, after finalization.

If the adoptive placement is disrupted or fails prior to adoption finalization, then the Provider shall return any original documentation pertaining to the child back to the DCFS worker of record for inclusion in the child's case file.

C. Child Specific Adoptions - \$7,000.00 per adoptive family

This includes any family, relatives or 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 Provider shall train and, upon satisfactory completion of training, approve the prospective adoptive family for adoption.
 - Once the prospective adoptive family is approved for adoption, then the following shall occur:
 - The Provider shall 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 Provider shall 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 Provider along with copies of the following documentation:
 - PC Face Sheet
 - Child Study Inventory
 - Copy of the Birth Certificate
 - The prospective adoptive family, 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 Provider shall complete and document the seven (7) day visit along with monthly contacts according to OAC Rule 5101:2-48-17. The Provider shall submit monthly visitation report to DCFS.
 - The subsidy start date will be effective the date of adoptive placement.
 - The DCFS worker shall provide the Provider with the Original Birth Certificate, Answer and Consent along with the original Permanent Custody Journal Entry.
 - The Provider shall work with the prospective adoptive family to complete the court packet and attend the adoption finalization hearing along with the DCFS worker of record.
 - If the adoption is finalized within ninety (90) days of the adoptive placement; the Provider shall be entitled to a one-time incentive payment of \$500.00 per adoptive family.
 - Sibling Group Incentive: Two or more siblings that are recruited for and adopted together. Where two or more siblings are recruited and adopted together, the Provider shall be entitled to a one-time incentive payment of \$500.00 for the sibling group as a whole, not for each individual child, after finalization.
- If the adoptive placement is disrupted or fails prior to adoption finalization, then the Provider shall return any original documentation pertaining to the child back to the DCFS worker of record for inclusion in the child's case file.**

5. Fees

A. The Provider is entitled to fees based on services provided in accordance with the terms of this Contract (the "Fees"), which Fees shall be payable in two equal payments upon the occurrence of the following: (i) completion of an adoptive placement; and (ii)

finalization of the adoption by a court. Unless appealed, the court's final order of adoption is required to be submitted along with the invoice for the finalization payment.

Category A - Foster to Adopt Cases: \$1,000.00 per adoptive family – (\$500.00 payment at time of adoptive placement and \$500.00 payment at finalization). If earned, the \$500.00 incentive payment and the \$500.00 sibling incentive payment shall be invoiced and paid together with finalization payment.

Category B - Waiting Family Cases: \$5,000.00 per adoptive family – (\$2,500.00 payment at time of adoptive placement and \$2,500.00 payment at finalization). If earned, the \$500.00 incentive payment and the \$500.00 sibling incentive payment shall be invoiced and paid together with finalization payment.

Category C - Child Specific Adoption Cases: \$7,000.00 per adoptive family – (\$3,500.00 payment at time of adoptive placement and \$3,500.00 payment at finalization). If earned, the \$500.00 incentive payment and the \$500.00 sibling incentive payment shall be invoiced and paid together with finalization payment.

B. 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 in writing by a fully informed prospective adoptive parent.

C. Adoption Assistance Payments.

In addition to the Fees, CCDCFS provides funds to assist certain prospective adoptive families in the process of adopting children (the "Adoption Assistance Payment"). The Adoption Assistance Payment will be paid directly to the prospective adoptive family by CCDCFS. Payment of the Adoption Assistance Payment is conditioned upon the prospective adoptive family meeting certain eligibility requirements set forth by CCDCFS, and is subject to the following:

1. For **Category A - Foster to Adopt**, Provider agrees that any foster care board and care per diem (the "Per Diem Payment") being paid to the prospective adoptive family shall remain available; provided, however, that to the extent the prospective adoptive family meets the required eligibility they may elect to receive the Adoption Assistance Payment in lieu of the Per Diem Payment. In such event, the Adoption Assistance Payment shall be the sole source of funding as soon as it becomes available for payment. If the family elects to receive the Adoption Assistance Payment, CCDCFS shall notify Provider as to the date the Adoption Assistance Payment will be available. The Per Diem Payment shall continue until the Adoption Assistance Payment becomes available and shall immediately cease upon commencement of such Adoption Assistance Payments.

2. For Categories **B - Waiting Family** and **C - Child Specific Adoptions**, Provider agrees that the Per Diem Payment shall not be available. To the extent the prospective adoptive family meets the required eligibility, the Adoption Assistance Payment shall be the sole source of funding, to the exclusion of any Per Diem Payment.

D. Credits and Third Party Payments.

Prior to invoicing CCDCFS, the Provider is required to first seek payment from any third party payor for services rendered which may be covered by such third party. The Provider shall not invoice CCDCFS for any services that are covered by a third party. The Provider shall not receive payment from both CCDCFS and a third party for the same services rendered under this contract.

6. 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.

7. 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 government promulgates 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. Violations of 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. Provider agrees that it will cooperate with federal, state, and/or local governmental officials assigned to investigate allegations of violations of law, which 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 Provider 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, Provider 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 Provider 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.

8. Licensing

A. Provider.

The Provider shall be properly and currently licensed to conduct an adoption homestudy under Sections 5101:2-48-06 of the Ohio Administrative 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 families and prospective adoptive families 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.

9. 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 shall 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 Beverly Torres) 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 shall 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 or his/her immediate family is involved.

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

E. Provider shall 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.

10. Indemnification and Insurance

A. Indemnification.

Provider hereby indemnifies, defends and holds harmless Cuyahoga County and CCDCFS and their respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Provider, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Provider under any terms or provisions of this Contract. Provider acknowledges that, as an political subdivision of the State of Ohio, Cuyahoga County and CCDCFS do not indemnify any person or entity. Provider agrees that no provision of this Contract or any other contract or agreement between Provider and the CCDCFS or Cuyahoga County may be interpreted to obligate Cuyahoga County or CCDCFS to indemnify or defend Provider or any other party.

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.

Provider shall procure, maintain and pay premiums for the insurance coverage and limits of liability outlined below with respect to products, services, work and/or operations performed in connection with this Contract:

1. Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

If Provider has employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

2. Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

4. Professional Liability Insurance providing coverage for claims arising out of the provision of professional services with a limit of liability not less than:

\$1,000,000 per claim;
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

D. Insurance Terms and Conditions.

1. The insurance policies of the Provider required for this contract, with the exception of the Professional Liability Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- (i) Thirty (30) days prior notice of cancellation or material change;
- (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Contract or as provided by law.
4. The Provider shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
5. CCDCFS reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of CCDCFS.
6. The Provider shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by CCDCFS shall not constitute a waiver of any rights of the parties under this Contract.

11. Third Parties; Subcontracting

- A. CCDCFS 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 10, entitled "Indemnification and Insurance" continues to apply to the Provider for the actions or omissions of the assignee or subcontractor.

12. Modifications

By the mutual written consent of CCDCFS 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.

13. 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:

CCDCFS:

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

PROVIDER:

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

14. Miscellaneous - Entire Agreement

This document, including Attachments A & B, 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 & 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.

15. Termination - Suspension

In addition to the automatic termination contained in paragraph numbered 2 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 CCDCFS be responsible for any type of penalty payment upon cancellation of the Agreement.
- D. CCDCFS may suspend or terminate this Contract immediately by delivery of written notice to Provider for any of the following breaches of the contract: (i) failure by Provider to maintain in effect all licenses required by law; (ii) 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; (iii) failure by Provider to maintain qualified staff in the numbers agreed upon in this Contract; (iv) failure by Provider to provide data according to the time frames established in this Contract; (v) failure by Provider to provide access to records in a timely manner; or (vi) failure by Provider to submit to CCDCFS any of the reports required by this Contract according to the time frames set forth in this Contract. 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.
- E. 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 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.

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 (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.

17. Governing Law/Jurisdiction

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Provider hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

18. 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 CCDCFS 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 CCDCFS and to the Provider.

E. Within five working days after receipt of the notice of the continuing dispute, the designated representative of CCDCFS and the Provider shall attempt to mediate the dispute.

F. If they are unable to mediate the dispute, the Deputy Director of CCDCFS and the Provider shall attempt to mediate the dispute.

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

H. If they are unable to mediate the dispute, the 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.

19. 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 by March 31 following the calendar year reviewed.

20. Background Reviews

The Provider shall 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.

21. 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.

22. 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 CCDCFS by the Provider along with copies of all deliverables submitted to CCDCFS pursuant to this Contract will be retained and made available by the Provider for inspection and audit by CCDCFS or 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 Director of CCDCFS.

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. The Provider agrees to complete such forms, pay fees and attend training as may be required by federal, state or local governments, including the vendor requirements of Cuyahoga County, Ohio.

25. Definitions

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

“AT TIME OF ADOPTIVE PLACEMENT” means that the child(ren) has been placed with the potential adoptive parent(s) and the adoption placement agreement form has been completed.

“DISRUPTED” means that a child is removed from an adoptive placement prior to finalization of the adoption.

“OAC” is an abbreviation for the Ohio Administrative Code.

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

“SIBLING GROUP” is defined by reference to CCDCFS policy No. 6.01.04, which is CCDCFS’s Sibling Policy.

26. Non-Assignment

Provider shall not assign or transfer any interest in this Contract without the express written permission of the CCDCFS 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 CCDCFS shall be in writing and shall specifically require any subcontractor to comply with the terms of this Contract. CCDCFS 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. 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.

(The remainder of this page was intentionally left blank.)

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

CCDCFS:

CUYAHOGA COUNTY, OHIO
on behalf of the Cuyahoga County
Department of Children and
Family Services

Edward Fitzgerald, County Executive

The legal form and correctness
of this Contract is hereby approved:
Law Department, Cuyahoga County, Ohio
Majeed G. Makhoul, Director of Law

SARAH D CAMMOCK, ASSISTANT LAW DIRECTOR

By: Edward Fitzgerald
Edward Fitzgerald, duly authorized
Title: County Executive
Date: _____

By: Sarah D Cammock
Sarah D. Cammock, Assistant Director of Law
Date: _____

PROVIDER:

CASI Foundation for Children, Inc.

By: Timothy J. Johnson, BS
Name: Timothy J. Johnson
Title: Executive Director
Date: 11/19/2013