

**MASTER AGREEMENT
COMMUNITY SOCIAL SERVICES PROGRAM**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 1st day of January, 2024 (the "Effective Date"), by and between Cuyahoga County, Ohio a body corporate and political and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County"), on behalf of the Cuyahoga County Division of Senior and Adult Services ("DSAS") and the following providers of services (hereinafter referred to as the "Provider" or "Providers"):

1. Ashbury Community Services, Inc
2. Catholic Charities Corporation – Fatima Family Center
3. Catholic Charities Corporation – Hispanic Senior Center
4. Catholic Charities Corporation – St. Martin De Porres
5. City of Bedford
6. City of Berea
7. City of Euclid
8. City of Lakewood
9. City of Maple Heights
10. City of Olmsted Falls
11. City of Parma – Donna Smallwood Activities Center
12. City Parma Heights
13. City of Solon
14. City of Strongsville
15. Cleveland Clergy Alliance
16. Community Partnership on Aging
17. East End Neighborhood House, Inc
18. Famicos Foundation, Inc.
19. Harvard Community Services Center, Inc.
20. Jennings Center for Older Adults
21. Linking Employment, Abilities and Potential
22. Near West Side Multi Service Corporation dba May Dugan Center
23. Murtis Taylor Human Services System
24. Rose Centers for Aging Well, LLC
25. Senior Citizen Resources, Inc.
26. Senior Transportation Connection
27. The Phillis Wheatley Association
28. The Salvation Army
29. University Settlement
30. West Side Community House

WHEREAS, DSAS requires specialized community center-based services from Providers to assist DSAS in providing an array of social services to seniors and at-risk residents of Cuyahoga County; and



WHEREAS, the Providers are qualified and willing to provide such services as will be needed by DSAS; and

WHEREAS, the Providers, in response to the County's Request for Proposal #12756 ("RFP"), dated June 16, 2023, have demonstrated the necessary expertise, knowledge, and resources to successfully furnish such services to DSAS ("Proposal"); and

WHEREAS, DSAS desires to consolidate the services provided by all Providers into one Contract under the same terms and conditions for a Term starting January 1, 2024 and ending December 31, 2025.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Providers and the County agree as follows:

Article 1. AGREEMENT AND TERM

1.1 Scope of Agreement. During the Term of this Contract, Provider shall furnish the Services to the County as listed in the Statement of Work, attached hereto as Exhibit I, and the Provider Data Sheets, attached hereto as Exhibits A through DD, all of which are fully incorporated into this Contract. The Services shall only be utilized for clients who are referred and authorized by DSAS or another Cuyahoga County agency. If a discrepancy exists between the terms of the Exhibits and this Contract, the terms of this Contract will be controlling and binding. Any discrepancy that exists between the terms of the Exhibits will be interpreted in favor of the County.

DSAS reserves the right to purchase services from any or no Provider as it deems appropriate. Nothing in this Contract shall be construed as an obligation on the part of the County or DSAS to purchase services from any Provider for any specific minimum amount.

1.2 Term. The Term of this Contract shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect through December 31, 2025.

1.3 Exercise the Option. The County reserves the right to exercise the option, subject to the agreement of both parties, to extend the term of this Contract for one (1) year (January 1, 2026–December 31, 2026) based upon the County's program needs, the Provider's performance, and the availability of funds and subject to approval in accordance with the Cuyahoga County Code.

1.4 Cost. The total cost of this Contract shall not exceed Six Million Sixty-Three Thousand Seven Hundred Sixty-Two Dollars (\$6,063,762.00). DSAS will pay each Provider at the rate set forth for each Provider in Exhibits A through DD.

1.5 Amendments. The Providers agree that additional providers of services (referred to herein individually as a "New Provider") may be added to this Contract subsequent to the Effective Date. The New Provider may be incorporated into this agreement by amendment ("Amendment to Add Provider") and will be subject to the terms and conditions set forth herein.

The Parties agree that an Amendment to Add Provider requires execution only by the County and the New Provider in order to be effective. The Parties understand that an Amendment to Add Provider does not alter the terms of this Contract. Any amendment intended to alter the terms of this Contract, that affects all Providers, shall require execution by all Parties and approval in accordance with County Code.

Article 2. PAYMENT AND INVOICING

2.1 Payment. During the Term of this Contract, the County shall pay Provider monthly for the Services outlined in the Exhibits upon receipt and approval of said invoice by the County. Under no circumstances shall DSAS or the County be subject to late fees. DSAS shall not be required to, nor will it, reimburse Providers for any administrative costs, fees or other service charges rendered above and beyond the unit rate stipulated in this Contract, including any subcontracted services.

2.2 Invoicing. Provider shall invoice the County monthly for the Services outlined in the Exhibits upon execution of this Contract. Provider shall submit original invoice(s) to DSAS via the PeerPlace electronic case management system.

Invoices shall include the monthly actual number of units of service(s) provided per client. Such unit rates shall be in accordance with the authorized unit rates in this Contract and attached Exhibits.

The terms set forth herein shall supersede any and all terms and conditions set forth on an invoice or purchase order, and any and all such terms and conditions shall be null and void.

2.3 Duplicate Billing. Providers shall warrant that invoices submitted and claims made to DSAS for payment for purchased Services shall be for actual Services rendered to eligible clients and that they are not duplicate claims made by the Provider to other governmental entities, municipalities or non-profit organizations for the same services.

2.4 Unauthorized Services. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that (i) Provider provides Services prior to the County's execution of this Contract (ii) Provider provides Services after this Contract has terminated, (iii) Provider provides Services that would increase the Contract amount above the dollar limit set in Section 1.4 above, or (iv) Provider provides services outside of the scope of the approved Services under this Contract (collectively referred to as "Unauthorized Services"), those Unauthorized Services will be provided at Provider's risk, and payment therefore cannot, and will not, be made unless and

until the County approves the Unauthorized Services in this Contract or a new contract. Upon the County's approval of the Unauthorized Services, however, the County may ratify any and all performance under this Contract or the new contract and the County may include the performance of those Unauthorized Services in this Contract or the new contract. Payment(s) for Unauthorized Services approved by the County shall not increase the dollar limit of this Contract or the new contract.

Article 3. INDEMNITIES AND LIABILITIES

3.1 Subcontracting. This Contract was awarded to Provider based upon Provider's unique qualifications and skills, and no task required to be performed under this Contract by Provider shall be subcontracted to third parties without the express written consent of the County.

When deemed necessary to deliver the quantity and quality of services as specified in this Contract and/or the Provider's proposal, the Provider may need to subcontract appropriate Service(s). Provider must obtain written consent from the County prior to subcontracting any Service(s). All such subcontracted services shall be in the same form as stipulated in this Contract and subject to the same terms, conditions, and covenants contained herein. Providers are responsible for subcontractors meeting all terms and conditions of this Contract. No such subcontracted services shall in any case release the Provider of its liability under this Contract.

The Provider is responsible for making direct payment to its subcontractors for such service(s) rendered as part of this Contract. DSAS will not be required to make direct payment(s) to nor held liable for any payment not made by the Provider for subcontracted services provided under the auspices of this Contract. Each Provider warrants that it shall pay its subcontractors in a speedy and swift fashion.

3.2 Warranty. PROVIDER HEREBY WARRANTS THAT THE SERVICES WILL NOT INFRINGE, MISAPPROPRIATE OR VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY; THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER, CONSISTENT WITH INDUSTRY STANDARDS; THE SERVICES WILL BE PERFORMED IN STRICT ACCORDANCE WITH THE HIGHEST STANDARDS OF CARE, SKILL, DILIGENCE AND PROFESSIONAL COMPETENCE APPLICABLE TO SUPPLIERS ENGAGED IN PROVIDING SIMILAR SERVICES; PROVIDER HAS THE REQUISITE SKILL AND STAFF TO PERFORM THE SERVICES REQUIRED HEREUNDER FULLY, IN A TIMELY AND EFFICIENT MANNER; AND PROVIDER WILL PERFORM THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS.

3.3 Indemnification

A. Indemnification by Providers who are not Political Subdivisions; No Indemnification by County. The following subsection is only applicable to Providers who are not political subdivisions. Provider hereby indemnifies, defends and holds harmless the

County and its 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 a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Provider agrees that no provision of this Contract or any other contract or agreement between Provider and the County may be interpreted to obligate the County to indemnify or defend Provider or any other party.

- B. No Indemnification by Providers who are Political Subdivisions; No Indemnification by County. The following subsection is only applicable to Providers who are political subdivisions. The parties acknowledge that, as a political subdivision of the State of Ohio, neither party indemnifies any person or entity. The parties agree that no provision of this Contract or any other contract or agreement between Provider and the County may be interpreted to obligate either party to indemnify or defend the other party or any other party. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this Contract.

Article 4. TERMINATION

4.1 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as "Termination for Default". If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. Provider, however, shall be paid for all services and/or materials provided on or prior to the date of termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County.

4.2 Termination for Financial Instability. In the event that Provider becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Provider of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 4.1, the "Termination for Default" clause, by giving written notice thereof.

4.3 Termination for Cause. The County and/or DSAS may suspend or terminate this Contract immediately with a Provider who is in breach of contract by delivery of written notice to the individual 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; failure by Provider to provide access to records in a timely manner or failure to submit to DSAS any of the reports required by this Contract according to the time frames set forth in this Contract. The County/DSAS may suspend or terminate this Contract immediately by delivery of written notice to the offending 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. Provider, however, shall be paid for all services and/or materials provided on or prior to the date of termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County.

4.4 Termination for Convenience. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the party receives it. If the termination is for the convenience of the County, Provider will be entitled to compensation for any Services that Provider has delivered before termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County.

4.5 Remaining Providers. In the event this Contract is terminated with one Provider, the Contract with the remaining Providers shall continue in effect until the expiration of the Term, unless sooner cancelled or terminated under the provisions of this Contract. Termination of the Contract with one Provider shall not affect the remaining Providers' obligations to perform Services under this Contract and the County's obligation to pay for those Services provided.

Article 5. INSURANCE

5.1 Providers shall procure, maintain and pay premiums for the insurance coverage and limits of liability up to the full amount of coverages as stated in all existing policies issued to the Providers as of the effective date of this contract and at least in the amounts indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

(a) **Worker's Compensation Insurance** as statutorily required by the State of Ohio. For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage.

(b) **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.

This policy must include, or not specifically exclude, coverage for Sexual Abuse and Molestation in the same amount. This must be explicitly noted on the Certificate of Insurance.

(c) **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.

(d) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering, consultants, counselors, medical professionals, legal and/or other professional services with a limit of liability not less than:

\$1,000,000 per claim;
\$2,000,000 aggregate

(e) **Umbrella/Excess Liability Insurance** to provide additional insurance limits for commercial general liability and/or automobile liability, with limits of liability not less than:

\$2,000,000 each occurrence;
\$2,000,000 general aggregate.
\$2,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items 1.(b)-(c).

(f) **Cyber Risk Insurance** for all vendors who provide software development and installation, or the storage of, hosting of, use of or access to County data. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:

\$1 million per claim;
\$1 million per aggregate.

The County must be listed as a joint loss payee and/or as an Additional Insured with cross liability carve-back on the Cyber Risk policy. Social engineering fraud and invoice manipulation fraud shall be included under the policy.

5.2 Insurance Coverage Terms and Conditions

1. The insurance policies of the Provider required for this Contract, shall:

- i. Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, All Risk Equipment Insurance, Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance.
- ii. Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
- iii. Be primary and not in excess or contingent on any other basis;
- iv. Provide 30 days prior notice of cancellation, non-renewal, or material change;
- v. The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - A. "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and
 - B. "Waiver of subrogation in favor of 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. The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.

4. These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Contract or as provided by law.

5. 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.

6. The County 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 the County.

7. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

8. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.

9. 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 the County shall not constitute a waiver of any rights of the parties under this Contract.

Article 6. CONFIDENTIALITY

6.1 Client Data Confidentiality. Client Data is any information that is, or can be, related to an individual client including but not limited to personally identifiable information (PII) or personal health information (PHI) as defined at 45 CFR 164.501. By receiving Client Data in any form whatsoever from the County or client(s), Provider shall protect the confidentiality of said data pursuant to all applicable federal, state and local laws and regulations concerning the security and protection of Client Data including, but not limited to the requirements of the Ohio Administrative Code, the Ohio Revised Code, the regulations promulgated by the United States Department of Health and Human Services, the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and all related regulations including any amendments thereto.

6.2 Information. During the Term of this Contract, each party hereto may disclose information ("Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Contract, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, subcontractors and employees (collectively "Representatives") in connection with such party's disclosure of Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives hereto in connection with such party's receipt of Information from the other party. Either party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this Contract. Information may or may not be expressly identified as "confidential" at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Information hereunder.

6.3 Disclosure. The Recipient shall (a) maintain the confidentiality of any Information disclosed; (b) not disclose or permit the disclosure of any Information to any person other than those expressly described in this Contract; (c) not use Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Information which is not permitted by this Contract or other misuse of any Information or breach of this Contract. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Information as permitted herein, (a) limit disclosure of Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Contract ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Information. The Recipient shall cause any Other Persons who receive Information from the Recipient to be bound

by all terms of this Contract. Without limiting the direct liability of any Other Persons that may have received Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

6.4 Exclusions. The obligations of this Contract shall not apply to, and "Information" shall not include, any information which the Recipient can prove: (a) is in the public domain in a collected form on the date of disclosure by the Disclosing Party to the Recipient; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

6.5 Release. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Contract. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only that portion of the Information which is legally required.

Article 7. MONITORING, EVALUATION AND QUALITY ASSURANCE (CPA)

7.1 Performance Measures and Outcomes. The effectiveness of the Provider services shall be measured by the achievement of performance measures and outcomes as identified in the Statement of Work, attached as Exhibit I, utilization as defined by the Provider Data Sheets, attached as Exhibits A-DD, and compliance with the terms and conditions of the Contract.

7.2 Comprehensive Program Assessment (CPA). The County will determine the overall performance of contracted services and programs through monthly monitoring activities and the Comprehensive Program Assessment (CPA).

Monitoring activities may consist of, but are not limited to:

- Reviewing required reports and other submissions
- Reviewing required invoicing documentation and protocol
- Quality Improvement interventions needed to address and remedy issues discovered through the monitoring activities

The CPA consists of a series of coordinated activities designed to support, assess, and document program implementation, performance, and compliance. CPA activities may consist of, but are not limited to:

- Provider presentations and meetings to discuss program features, progress, adjustments, or other notable program results;
- Case File Reviews conducted by the County to ensure compliance with case file requirements and documentation of services rendered;
- Surveys and other methods to gauge participant feedback;
- Review of program outcomes; and
- Program enhancements and updates based on County feedback with regards to services and performance.

Findings based on any of the aforementioned activities will be communicated to the Provider in writing. In the event of negative findings resulting in areas in need of improvement or noncompliance, the Provider will respond in writing detailing an improvement plan and/or a corrective action plan for each issue.

The CPA and monitoring are on-going and evolving processes. The County reserves the right to modify the processes, activities, and products during the contract period in order to most effectively meet the monitoring and compliance needs of the County.

Failure to achieve performance goals or to comply with the terms of this Contract will be cause for or result in reduction of funding, recuperation of funds paid, or termination of this Contract in part or in whole.

Article 8. OWNERSHIP

8.1 Documents. All documents created pursuant to this agreement shall be the property of the County upon approval and acceptance of such documents.

8.2 Data. All data, documents and information provided to Provider by the County shall remain County property and shall be kept confidential in accordance with Article 6. Upon termination of this Contract, unless expressly agreed to otherwise in writing, Provider shall return all County owned data, documents and information.

8.3 Property of County. Any item produced under this Contract or with funds provided under this Contract, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of Cuyahoga County, which has an unrestricted

right to reproduce, distribute, modify, maintain, and use the deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the deliverables. Provider will not include in any deliverable any copyrighted matter in the manner provided in this Contract. Provider agrees the deliverables will be made freely available to the general public unless the County determines, pursuant to state or federal law, that such materials are confidential.

Article 9. AUDIT RESPONSIBILITY

9.1 2 CFR § 200 – Uniform Guidance. Provider acknowledges that it may be a vendor as defined in Office of Management and Budget (OMB) Circular A-133 and 2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Provider agrees to comply with all relevant requirements of Circular A-133 and the Uniform Guidance.

The Provider further acknowledges responsibility for obtaining an annual single or program specific external audit, to include an assessment of the degree of compliance with the requirements contained in 2 CFR § 200, Uniform Guidance Subpart F, Audit Requirements.

If required, in compliance with 2 CFR § 200, Uniform Guidance, the Provider agrees to submit its audit to the Federal Audit Clearinghouse (FAC). Additionally, Provider agrees to provide a copy of this audit to the County each year within 30 days of receipt.

The County reserves the right to withhold payment of the final contract invoice, or subsequent invoices in the event of a contract amendment, pending submission of the annual audit.

The Provider acknowledges that it may be subject to subrecipient program monitoring, as defined in 2 CFR § 200, Uniform Guidance and as implemented by the Ohio Department of Jobs and Family Services (ODJFS) OAC Rule: 5101:9-4-88.

These monitoring activities include, but are not limited to, an on-site or desk review of Provider records to:

- Verify that services being provided are within the scope of the funding being received.
- Provide reasonable assurance that the cost of goods, services and property are allowable and that expenditures appear to be within the budget submitted.
- Provide reasonable assurance that the Provider has acquired goods and services in accordance with applicable local, state and federal regulations.
- Provide reasonable assurance that reports are supported by underlying accounting or performance records and are submitted in accordance with provisions of the contract.
- Ensure that, when applicable, appropriate cash management practices are in place; that

program income is correctly earned, recorded and used; and that required audits are obtained and the Provider is in compliance with any resulting corrective action plan.

9.2 Other Audits and Reviews. The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception or finding resulting from any appropriate federal, state or local audit or review related to the provisions of this contract.

Audits and reviews will be conducted using a "sampling" method. Depending on the type of audit or review conducted, the areas to be reviewed using the sample method may include but are not limited to; months, expenses, total units, and billable units. If errors are found, the error rate of the sample period may be applied to the entire audit period or other appropriate methods may be utilized.

The Provider agrees to repay the County amounts due that result from any audit or review finding with monetary implications contained in an audit or review conducted by any appropriate federal, state or local government entity.

The Provider agrees to repay the County the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims.

When an overpayment is identified and the overpayment cannot be repaid in one month, the Provider will be required and hereby agrees to sign a Repayment of Funds Agreement. The Provider recognizes and agrees that the County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract. If payments are not made according to the agreed upon terms, future checks will be held until the repayment of funds is current. Checks held more than 60 days will be canceled and will not be reissued.

The County also reserves the right to not increase the rate(s) of payment or the overall contract amount for services purchased under this contract if there is any outstanding or unresolved issue related to an audit finding.

The County may allow a change in the terms of the Repayment of Funds Agreement. Any change will require a formal amendment to the Repayment of Funds Agreement that must be signed by all parties. An amendment to the Repayment of Funds Agreement may also be processed if any additional changes or issues develop or need to be addressed.

9.3 Other Deliverables. Within 30 days of receipt, the Provider agrees to give the County a copy of Provider's annual independent audit report and any associated management letters.

Article 10. MISCELLANEOUS

10.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County
Department of Health and Human Services
Division of Contract Administration and Performance
ATTN: Marcos Cortes
1641 Payne Avenue, Suite 510
Cleveland, OH 44114
Marcos.Cortes@jfs.ohio.gov

In the case of Provider:

As listed on Provider Data Sheets (Exhibits A-DD)

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

10.2 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

10.3 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

10.4 Record Audit Retention. Provider agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the Term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Provider be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

10.5 Records and Reporting. The County reserves the right to request additional reports pertaining to the specific program during the contract period. It is the responsibility of the Provider

to furnish the County with reports as requested. The County may exercise this right without a contract amendment. The County reserves the right to withhold payment until such time as the requested and/or required reports to the satisfaction of the County are received.

10.6 Governing Law and 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. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>

10.7 Social Security Act. Provider shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Provider for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials; and Provider also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

10.8 Assignment. Provider shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County. Provider may subcontract for Services only as expressly provided for in this Contract. Any subcontract for Services entered into by Provider with the approval of DSAS shall be in writing and shall specifically require any subcontractor to comply with the terms of this Contract. DSAS retains the right to review and approve all subcontracts entered into by Providers that relate to any Service that Providers are contractually required to furnish pursuant to the terms of this Contract.

10.9 Contract Processing. Provider shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County
Department of Health and Human Services
Division of Contract Administration and Performance
ATTN: Marcos Cortes
1641 Payne Avenue, Suite 510

Cleveland, OH 44114
Marcos.Cortes@jfs.ohio.gov

10.10 Ethics Requirements. Provider agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by Provider. Provider shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>

10.11 Entire Agreement and Modification. This Contract, including any Exhibits and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

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

10.13 Good Standing. Provider is in good standing and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the Term of this Contract. Pursuant to 2 C.F.R. 200.213 and 2 C.F.R. Part 180, Provider certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

10.14 Conflicts of Interest. Provider personnel may not acquire any personal interest that conflicts with Provider's responsibilities under this Contract. Additionally, Provider will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Provider's control, if such an interest would conflict with that official's or employee's duties. Provider will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Provider will take all legal steps to ensure that such a person does not participate in any

action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

10.15 Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by a force majeure event, which is defined as a supervening condition beyond that Party's reasonable control, including, without limitation, an act of God, civil commotion, strike, labor dispute, pandemic, epidemic, fire, flood, war, explosion or storm or governmental laws, demands or requirements. Any Party unable to perform due to force majeure shall notify the other Party as soon as practicable, stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The Parties will negotiate in good faith any modifications of the terms of this Agreement that may be necessary to arrive at an equitable solution, unless the Party giving such notice has set out a reasonable timeframe and plan to resolve the effects of such force majeure, using commercially reasonable standards, and executes such plan within such timeframe. The parties shall take all reasonable steps to ensure normal performance under this Agreement, including the resumption of any disrupted obligations. Any suspension of Services due to force majeure shall be of no greater scope or duration than is necessary. The County is relieved from any obligation to pay for any Services that are suspended as a result of the force majeure event so long as no other arrangement or agreement has been reached with the Provider.

10.16 Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

10.17 Independent Contractor. It is fully understood and agreed that Provider is an independent contractor and is not an agent, servant, or employee of County. Provider declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

10.18 Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

10.19 Assignment; Binding Effect. Provider may not assign this Contract without the prior written consent of the County.

10.20 Equal Employment Opportunity. Provider will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

10.21 Drug-Free Workplace. Provider must comply with all applicable state and federal laws regarding keeping a drug-free workplace. Provider must make a good faith effort to ensure that all its employees, while working on County property or providing Services pursuant to this Contract, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

10.22 Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

10.23 Anti-Discrimination. Provider agrees that in its employment of labor, skilled or unskilled, and in its provision of Services there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Provider to provide equal opportunity to all business persons seeking to contract, or otherwise interested in contracting with Provider, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Provider to enter into any particular agreements.

10.24 Public Records Law. Notwithstanding any provision of this Contract to the contrary, Provider acknowledges that the County is subject to the Ohio Public Records Act (O.R.C. 149.43). If the County receives a request to disclose any information defined as "Confidential Information" or labeled as such by Provider, the County will promptly provide notice of the request for information so that Provider may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of information under the Ohio Public Records Act law resides with Provider.

10.25 No Apparent Authority/Proper Approvals. Provider recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

10.26 Grievance Process. The Provider will notify the County in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this Contract. The Provider shall submit any and all facts pertaining to the grievance and the resolution of the grievance to the program contact person.

The Provider will post their organizational grievance policy and procedure in a public or common area at each contracted site so all participants are aware of the process.

10.27 Execution by Other Entities. The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders may enter into a contract with Provider for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by Provider and such entity.

10.28 Business Continuity. Provider shall maintain and make available to the County its Business Continuity Plan (BCP) relating to any electronic files, application access, data back-up and computer/system equipment recovery due to a disaster or system failure. The BCP, at a minimum, should address: Recovery and restoration of critical systems and information within a specified time period after a disruption; Data back-up and restoration protocols in the event of data loss; Hardware and systems restoration strategies; Full and partial business restoration schedules; and, Response to and notification of breaches to the system or data maintained therein. Provider shall not document or maintain any PHI or PII, or any other confidential or private information, regarding any individuals receiving Services pursuant to this Contract in any system other than PeerPlace.

10.29 Annual Appropriations. All of the County's obligations under the Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify Provider of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County.

Article 11. ELECTRONIC SIGNATURE

PROVIDER AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT 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 ENTITY 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.

(Signature Page to Follow)

IN WITNESS WHEREOF, the County and Provider have executed this Contract effective as of the Effective Date.

CUYAHOGA COUNTY, OHIO


BY: _____
Chris Ronayne, County Executive,
or designee pursuant to Executive Order
No. EO2023-0003 dated July 6, 2023

And

PROVIDER SIGNATURE PAGES TO FOLLOW

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio
Mark R. Heidorf, Assistant Law Director
Richard D. Manoloff, Director of Law

City of Parma - Donna Smallwood Activities Center

By  10-11-23
(Authorized Signature) Date