

**PURCHASE OF SERVICE CONTRACT  
FOR RYAN WHITE ELIGIBLE HIV/AIDS CLIENTS**

**Between  
COUNTY OF CUYAHOGA, OHIO  
and  
*University Hospitals of Cleveland***

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Cuyahoga, Ohio ("**COUNTY**"), on behalf of the Department of Health and Human Services (**HHS**) Ryan White Part A Program and *University Hospitals of Cleveland* (hereinafter referred to as "**PROVIDER**"), a corporation not-for-profit, with principal offices located at 11100 Euclid Avenue, Cleveland Ohio 44106. The following are the terms of the Contract.

**1. PURCHASE OF SERVICES:**

**A.** The **PROVIDER** accepts the relationship of trust and confidence between the **COUNTY** and the **PROVIDER**, and by this contract asserts that it shall provide the following services in connection with the RW Act Program as defined by the HIV/AIDS Treatment Extension Act of 2009 and the Cuyahoga Regional HIV Services Planning Council.

**B.** The **PROVIDER** agrees to submit the following to the **COUNTY**:

1. Agency Mission Statement
2. Articles of Incorporation
3. Proof of 501(c)(3) not-for-profit status from IRS or Secretary of State
4. Current W-9
5. A copy of the agency's most recent audited or compiled financial statements completed by a Certified Public Accountant. (include name, address, telephone number of a contact in the company's principal financing or banking organization ) (include any required A-133 statement of findings)
6. List of the organization's Board of Trustees/Directors and senior staff
7. Organizational Chart/Table of Organization- showing where proposed program/services and staffing fit in.
8. Copies of Job Descriptions of all program personnel and supervisors.
9. Copies of resumes/bios and current licensure of all proposed program staff
10. Copies of any current agency accreditation or certification for services
  - a. JCAHO, COA, CARF, CCCMHB, ODADAS, and/or other
11. A copy of the agency's most recent Annual Report
12. A copy of the agency/organization policy regarding:
  - a. Consent for release of information
  - b. Clients rights and responsibilities
  - c. Confidentiality
  - d. Grievance procedures

- e. Customer satisfaction
- f. Service outcomes
- g. Quality management, assurance and/or improvement
- h. Fiscal/accounting standards
- i. HIPAA Compliance

**C** The **PROVIDER** responsibilities are as follows:

1. Serve all eligible clients referred and determined eligible for RW Act Part A services.
2. Provide each client with information and referral regarding all RW Act Part A services and providers and other community services for persons living with HIV/AIDS.
3. Promote consumer driven access to primary care and other services as appropriate
4. Adhere to applicable "Standards of Practice" and professional protocols for the contracted service(s).
5. Contact the **COUNTY** at any time during the contract service year to discuss any program questions or concerns that impact service delivery or billing.
6. Advertise, promote and market RW Act services to your existing client base and the community for new clients collectively through the **COUNTY** following HRSA guidelines for targeted advertising
7. Document a plan to have active consumer advisory participation attached to the agency's service delivery program (Agency can utilize an independent consumer group to meet this criteria or can cite that they will engage the Consumer Advisory Panel Committee of the Cuyahoga Regional HIV Planning Council to meet this requirement.)
8. Deliver professional services in a manner consistent with corresponding public health standards or generally accepted practices and protocols, the definition for service as established by the U S Department of Health and Human Services, Health Resources Services Administration AIDS Bureau and the local Planning Council
9. Participate in the comprehensive planning process for the organization and delivery of HIV-related health and support services developed by the Cuyahoga Regional HIV Services Planning Council, in part, such participation includes participating in the comprehensive service delivery system as may be developed through RW Act funding;
10. Participate in ongoing meetings or task forces aimed to increase, enhance, and maintain coordination and collaboration among HIV-related health and support service providers. Such meetings and/or task forces may include meetings scheduled by the **COUNTY** with other RW Act providers, designed, as an essential element of effective utilization of RW Act dollars to further coordinate and integrate services through implementation of RW Act funded programs;
11. Participate in an HIV community-based continuum of care, to the extent such a continuum exists;

12. Participate in the needs assessment process, including keeping a log of the number and type of requested services that were referred to another agency or which went unmet;
13. Make services available to any eligible individual without regard to ability to pay or health condition of the individual and to make its services available in settings accessible to low-income persons;
14. Inform low income individuals of the availability of services funded by RW Act and other HIV-related services provided by the funded agency and to enhance access for such individuals to these services;
15. Adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS)
16. Participate in evaluations conducted by the **COUNTY** or funding source related to the dissemination and/or utilization of RW Act funds;
17. Comply with monthly, semi-annual and annual reporting requirements;
18. Comply with data entry requirements for reporting into required systems (i.e., CAREWare, HRSA reporting systems)
19. Release to the COUNTY information regarding the use of RW Act Part A funds including but not limited to consumers demographics and service usage and/or outcomes.
20. Attend mandatory meetings with other RW Act Part A funded services providers for the purpose of training, networking, exchanging information, sharing resources, and formalizing linkages.
21. Participate in the activities necessary to develop and support a Ryan White Part A Quality Management Program to assess the quality of care and health outcomes of local RW Act funded services.
22. Comply with the "Buy American Act" by purchasing only American-made equipment and products with RW Act funds.

**D.** The **PROVIDER** is required to maintain an individual case record or medical record for each client served. The record shall contain:

1. A copy of the Ryan White Part A Intake Form (with a copy sent to the program office).
2. Verification of eligibility to receive Ryan White funded services.
  - a. Verification of HIV Status
  - b. Verification of insurance status, including eligibility for Medicaid.
  - c. Verification of income
  - d. Verification of residency
3. A signed copy of a client release of information form.
4. A signed client rights/responsibilities statement
5. Original and revised need assessments specific to service standards and protocols
6. Treatment or service plans specific to service standards and protocols
7. Any required medical or other referral or certification required to receive specific services

- 8 Appropriate documentation or verification of appointment(s), attendance or receipts for services
- 9 Other documentation required by the agency or accrediting or certifying entity
10. Notations of all client contact/treatment as required by service standards and documentation for invoicing.
11. Additional information may be required specific to standards of care or the Part A program

*The services billed must match the services documented in the client record. The specific invoicing format will be provided by the program office.*

- E.** If a client requests to be served by another provider, the **PROVIDER** is required to:
  - 1 Honor the request for transfer
  - 2 Provide the client with a list of other community providers to choose from, and
  - 3 Transfer a copy of all necessary client records to the new provider upon request by the client or provider.
  
- F** In the event any contract agency discontinues services in the middle of a grant funded year or chooses not to re-apply for funding in the next year, or is not selected to be funded to provide service in the next year and has an open caseload of clients seen in the past 12 months for any service, the **PROVIDER** is required to:
  1. Notify the Part A program office in writing of the date service will end and number of clients in service,
  2. Provide the Part A program office a list of all clients seen in the past 12 months with date of last service,
  3. Provide the Part A program office with a specific plan to contact and transfer clients to other providers, and
  4. Meet with any providers assuming cases to assist in transferring clients with uninterrupted services

Subject to the terms and conditions set forth in this contract and the attached **EXHIBITS** and **Attachments** (such **EXHIBITS** and **Attachments** are deemed to be part of this Contract as fully as if set forth herein), the **COUNTY** agrees to purchase and the **PROVIDER** agrees to provide services as identified in **EXHIBIT I CONDITIONS OF AWARD** and **EXHIBIT II – PART A SERVICE DEFINITIONS/GUIDELINES**, of this contract

## 2. **CONTRACT PERIOD AND AMOUNT:**

This contract is effective for services delivered during the period March 1, 2011 through February 29, 2012, with an option to extend for one year through February 28, 2013. The total reimbursement shall not to exceed \$466,039.00.

If the **PROVIDER** is contracting multiple services, the total dollar amounts reimbursable for each service listed separately in **EXHIBIT I** are intended specifically for those indi-

vidual services. Award amounts for one service may be transferred by the provider to another service within the contract only with written approval from the **COUNTY**. The **PROVIDER** must submit a written request that includes the reason for the transfer and the amount requested to be reduced or increased from any one service cannot exceed 20% of the total allocation for that service. Any increase in specific service unit reimbursement amounts or changes in total award amounts requires an amendment to this contract signed by both parties as outlined in Article 30 of this contract.

3. **AVAILABILITY OF FUNDS:**

Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of Ryan White HIV/AIDS Treatment Extension Act of 2009 (RW Act) funds designated for this program and the guidelines set forth by the Health Resources and Services Administration (HRSA). The **COUNTY** reserves the right to amend this contract at any time due to changes or modification to the RW Act or HRSA guidelines.

4. **CERTIFICATION OF CLIENT ELIGIBILITY:**

It is the responsibility of the **PROVIDER** to determine and document Ryan White Part A eligibility status, including residency, HIV status, income, insurance status and eligibility for Medicaid coverage before serving clients. If a client is eligible for other third party reimbursement, it is the responsibility of the **PROVIDER** to bill the appropriate third party for services or refer the client to an appropriate provider that can accept that reimbursement. Specific eligibility for services is further defined in **Exhibit II**.

5. **COUNTY DELIVERABLES:**

The **COUNTY** will:

- a. provide a listing of all RW Act Part A funded services and provider agencies for purposes of client service coordination and collaboration in the local continuum of care; and
- b. provide copies all required program forms, and instructions or formats for required reports
- c. provide technical assistance to recipients of RW Act Part A funds regarding services, billing, reporting and monitoring requirements as determined necessary by the **COUNTY** and as requested by the **PROVIDER** to address program related requirements or other issues.

6. **CONDITIONS OF AWARD**

The **PROVIDER** agrees to the provision as listed in **EXHIBIT I – CONDITIONS OF AWARD**.

7. **DELIVERY OF AND PAYMENT FOR PURCHASED SERVICES:**

Subject to the limitations specified in Article 1 and 3 hereof, the **PROVIDER** will be paid according to the criteria listed in Article 9.

The **PROVIDER** will submit an invoice as shown in **Attachment D – Sample Invoices** as outlined in Article 9 and Article 18 (a.). Payments will be made based upon units of service and approved costs per unit via monthly invoices and compliance with reporting requirements. The **COUNTY** will review such invoices for completeness and correctness before making payment within forty-five (45) calendar days after receipt of an accurate invoice. Payment will be limited to those consumers eligible for such service and only for services as defined by The RW ACT, The Cuyahoga Regional HIV Services Planning Council and this contract as authorized by the **COUNTY**.

In determining reimbursable services and unit costs, The Department of Health and Human Services, Division of HIV Services (DHHS), will have final authority to determine which costs constitute administrative overhead. The provider agrees that unit rates for services, as identified in the **PROVIDER'S** proposal for services; **EXHIBIT I** may be adjusted to comply with any DHHS determination.

**8. FINANCIAL MANAGEMENT STANDARDS:**

The **PROVIDER** shall comply with fiscal management guidelines for allowable costs as established for all expenditures made under this agreement for which reimbursement is to be sought. All fiscal records, pursuant to this Contract, shall be kept on a line item basis and in a manner that is consistent with general accepted accounting practices. The **PROVIDER** shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and administrative costs of any nature expended in the performance in this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized Federal, State, or **COUNTY** representatives. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.

At a minimum, this would include the following:

- a. Payroll accounting records which reflect hours worked, gross wages, payroll deductions, and net wages must be maintained for each person performing services under this contract.
- b. All wages and/or payments must be paid by check.
- c. All payroll taxes must be accounted for and paid in a timely manner to the appropriate government agency.
- d. All expenditures must be supported by proper documentation. Supporting documents must be verified for completeness and accuracy prior to any payment by the **PROVIDER**.
- e. All invoices will be compared with the agreement or other authorization document for propriety and validity prior to payment.
- h. Only those costs incurred or payments earned during the period of this contract may be charged to this contract (i.e., there must be a proper matching of revenues and expenses.)
- i. Obligations may not be incurred without specific written authorization. Any obligations in excess of the contract budget are to be the sole responsibility of the

## **PROVIDER.**

### **9. INVOICING:**

- a. **PROVIDER** shall submit invoices to the **COUNTY** for payment hereunder as provided in **Attachment D – Part A BILLING FORMATS**.
- b. The **PROVIDER** will record all costs incurred in the discharge of this agreement, as accrued, and report these costs no later than the close of business on the tenth (10th) calendar day of the following month, or the first business day thereafter, all in the manner specified by the **COUNTY** and in conformance with applicable Federal and/or State requirements. This paragraph may be modified or amended by the **COUNTY** pursuant to requirements imposed on the **COUNTY** by the Federal government.
- c. The **PROVIDER** assures, that if it is a public agency or non-profit corporation, that it will not charge more than 100% of its actual cost of doing business to any one funding source. The **PROVIDER** further assures that where multiple funding sources are involved, all planned and actual charges will be fully disclosed to said funding sources and collectively, the planned and actual costs will in no event exceed 100% of the actual cost of doing business or implementing and administering any program. The **PROVIDER** finally assures that no individual's compensation will be charged at more than 100% of said compensation regardless of the funding source(s) involved.
- d. Payments will be made by the **COUNTY** upon receipt of a completed and signed invoice. See **ATTACHMENT D**.
- e. The **PROVIDER** shall identify errors in payment and notify the **COUNTY**, in writing, within thirty (30) calendar days of receipt of payment.
- f. The **PROVIDER** shall maintain all required documentation on site in the clients' case record/file so as to verify services provided and services billed and make such records available to the **COUNTY** as requested during provider audits as outlined in Article 18.
- g. The **PROVIDER** shall identify all approved RW Act equipment purchases as property of the Ryan White program.
- e. The **PROVIDER** shall maintain original documentation, such as time sheets, payroll journals, tax records, travel vouchers, vendor invoices, lease agreements, canceled checks, logs and receipts in a manner that will expedite an on-site fiscal audit of program costs.
- f. On those occasions where fiscal and management reports are not submitted by the **PROVIDER** on a timely basis, the following two phase warning procedure will be activated:
  - 1. Invoices and/or participant status reports which are 30 calendar days or more late, will place a **PROVIDER** on probation for further adverse action after written notification by the **COUNTY**.
  - 2. Invoices and/or participant status reports which are 60 calendar days or more late will place a hold on future invoice reimbursements after written notification by the **COUNTY**.
- g. The final request for payment reimbursement by the **PROVIDER** for any ser-

vices delivered during the contract period (including amended charges for services denied by the **COUNTY**) must be received by the **COUNTY** within forty-five (45) calendar days after the end of this contract. Any request for payment received after this date may not be honored for payment.

**10. MAINTENANCE OF EFFORT:**

The **PROVIDER** certifies that the services being reimbursed by Part A are not available from the **PROVIDER** on a non-reimbursable basis or for less than the unit cost negotiated with Part A, or reimbursable in part or in full by any other third party. The **PROVIDER** certifies that they will not use Part A funds to supplant non-federal funds for services.

**11. FUNDING EXCLUSIONS AND RESTRICTIONS:**

- a. Pursuant to Section 2605 (a)(6) of the RW Act, funds cannot be used to pay for any item or service that can reasonably be expected to be paid under any State compensation program, insurance policy, Federal or State health benefits program, or by any entity that provides health services on a prepaid basis. The Ryan White Part A Program is the "payer of last resort." This means providers must make reasonable efforts to identify and secure other funding sources outside of Ryan White legislation funds, whenever possible. Part A funds are intended to be "the payer of last resort" for the provision of care. Providers are responsible for verifying an individual's eligibility by investigating and eliminating all other potential billing sources for each service, including public insurance programs, or private insurance. RW Act funds may not be used to supplant partial reimbursements from other sources to make up any un-reimbursed portion of the cost of such services.
- b. If the **PROVIDER** elects to use RW Act funds for services, which are eligible for both third party reimbursement and grant funding, the **PROVIDER** must have a system in place to bill and collect from the appropriate third party payer. Only if the client has been determined to not be eligible for reimbursement from Medicaid or other third party payers, may the grantee use grant funds to provide these services. The **PROVIDER** may use RW Act funds while a Medicaid eligibility determination is pending, but must back bill Medicaid during the retroactive period of enrollment. The **COUNTY** reserves the right to audit records and or require proof that grant funds are not being used to support clients enrolled in third party reimbursement programs. Under Section 2604 (e), the grantee can only contract with Medicaid certified providers if the service is covered under Medicaid.
- c. The **PROVIDER** warrants that payments received from the **COUNTY** for services under this contract shall be considered payment in full for such services and that no additional claims or payments shall be sought or received by another payor source for any part or all of such services.
- d. The **PROVIDER** shall not use RW Act funds in order to:
  1. Support the costs of operating clinical trials of investigational agents or treatments;
  2. Cover the costs of funeral, burial, cremation or other related expenses;



3. Purchase clothing;
  4. Make payments directly to recipients of services,
  5. Support legal services for criminal defense;
  6. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
  7. Purchase or improve land, or to purchase, construct, or make permanent improvement to any building, except for minor remodeling;
  8. Pay property taxes.
- e. **Program Income** - The RW Act legislation requires grantees to collect and periodic report information on program income. The program income is to be returned to the respective Ryan White HIV/AIDS Program and used to provide eligible services to eligible clients. "Program income is gross income—earned by a recipient, sub-recipient, or a contractor under a grant—directly generated by the grant-supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance); and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds, e.g., income as a result of drug sales when a recipient is eligible to buy the drugs because it has received a Federal grant."
- As specified on the Part A notice of grant award (NGA), program income must be added to funds committed to the project or program and used to further eligible project or program objectives." Grantees are responsible for ensuring that sub-recipients have systems in place to account for program income, and for monitoring to ensure that sub-recipients are tracking and using program income consistent with grant requirements. All program income must be reported monthly as a part of the request for payment process

12. **FINANCIAL SYSTEMS, RECORDS, AND AUDIT:**

The **PROVIDER** agrees to adhere to the requirements pursuant to Office of Budget and Management (OBM) Circular Numbers A-87, A-122, A-21 for cost principles, A-102, A-110 for administrative requirements and A-133 for audit requirements. The **PROVIDER** shall submit to the **COUNTY** and Annual Compliance OBM Circular A-133 if the annual expenditure exceeds \$500,000.00. **PROVIDER** with annual expenditures under \$500,000 must submit the most recent independent auditor's report.

13. **AVAILABILITY AND RETENTION OF RECORDS:**

**PROVIDER** shall maintain and preserve all records related to this agreement and the administration of the program for a period of three (3) years from the ending date of this contract. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the **PROVIDER** shall retain the records until completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

14. **SAFEGUARDING OF CLIENT AND CLIENT RECORDS:**

**PROVIDER** agrees that the use or disclosure by any party of any information concerning service recipients for any purpose not directly related with the administration of the **COUNTY** or **PROVIDER'S** responsibilities with respect to purchased services is prohibited except upon the expressed written consent of the individual being served.

**PROVIDER** agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA) and all its relevant provisions in relation to the delivery, recording and billing of client health care and other applicable related clinical social services reimbursed by RW Act funds.

**PROVIDER** agrees to comply with all federal and state laws applicable to the **COUNTY** and/or consumers of RW Act funded services concerning the confidentiality of the consumers. The **PROVIDER** understands that Ohio law prohibits anyone from soliciting, disclosing, receiving, using, or knowingly permitting, or participating in the use of any information regarding a public assistance recipient for any purpose not directly connected with the administration of a public assistance program. R.C. 5101 27(A). See also Ohio Administrative Code 5101:1-1-03. Under R.C. 5101 00(B), whoever violates R.C. 5101 27(A) is guilty of a misdemeanor of the first degree.

15. **MONITORING PROGRAM AND CONTRACT PERFORMANCE:**

The **COUNTY** and **PROVIDER** will monitor the manner in which the terms of the agreement are executed. The effectiveness of the **PROVIDER'S** services shall be measured by the successful achievement of the service goals and outcomes specified in the **PROVIDER'S** service proposal and this Contract's provisions and Exhibits. Failure to achieve performance goals may result in termination or revision of this Contract.

16. **PROJECTIONS AND REVISIONS:**

**PROVIDERS** will be held accountable for meeting their programmatic service projections or, when fitting, for revising projections with the **COUNTY**. Failure to make progress as projected or to revise projections in conjunction with the **COUNTY** will impact the **PROVIDER'S** current funding and may jeopardize future RW Act funding. Corrective action may include contract amendment (including reduction of funding) or termination of contract.

17. **PROGRAM REVIEW AND PROVIDER AUDITS:**

**PROVIDERS** shall participate in no fewer than one (1) and no greater than four (4) site visits per funded program year. Audits will include an administrative review of fiscal and programmatic components and a service review of quality of care standards and health outcomes. Key personnel involved in service delivery and direct supervision of RW Act services and all appropriate agency and client records should be available for site visits.

The **COUNTY** will submit a report of audit findings to agencies within four (4) weeks of the review. **PROVIDERS** whose audit results show significant non-compliance with fis-

cal and/or program standards will be required to prepare a corrective action plan and are subject to a second audit to review improvement. Organizations whose performance continues below compliance standards are subject to additional sanctions including a reduction in current funding, the termination of the service contract or payback of reimbursement for services determined to be ineligible or undocumented.

**18. PROGRAM PERFORMANCE REPORTING:**

The **PROVIDER** agrees to provide to the **COUNTY** reports relative to the effective operation of the program. The **PROVIDER** shall ensure accountability for the services identified in this contract by submitting service and fiscal reports.

- a. **Fiscal Reports** are required in the form of monthly invoices detailing the allowable billable services performed during the previous calendar month as outlined in Article 9 and **Attachment D**. Audits will be conducted as outlined in Article 17 to verify that the services billed were performed and properly documented and comply with Part A service definitions outlined in **EXHIBIT II – SERVICE DEFINITIONS**.
- b. **Semi-Annual Program Reports** are required from each provider for each funded service. A sample report format can be found in **Attachment C – SEMI-ANNUAL REPORT FORMAT**.
- c. **Annual Administrative Reports**, the Ryan White HIV/AIDS Data Report (RDR) and Ryan White HIV/AIDS Program Services Report (RSR), are required by The U.S. Department of Health and Human Services, HIV/AIDS Resources Services Administration. The format will be provided to each service **PROVIDER** with instructions on completion and submission requirements.
- d. **Other** additional information may be requested at any time by the **COUNTY**. The **COUNTY** may provide specific formats for submitting reports which the **PROVIDER** will be required to follow.

**FAILURE BY PROVIDER TO PRODUCE TIMELY AND ADEQUATE REPORTS WILL IMPACT THE PROVIDER'S FUNDING DURING THE CURRENT CONTRACT PERIOD, AS WELL AS ITS ELIGIBILITY FOR CONSIDERATION FOR FUNDING IN SUBSEQUENT YEARS.**

**19. PUBLICITY:**

In any publicity release or other public reference, including a media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is administered by the **COUNTY** and funded by the U.S. Department of Health and Human Services. Copies of any such materials should be sent to the **COUNTY**.

**20. CIVIL RIGHTS:**

- a. **PROVIDER** agrees to comply with the provisions of Title VI and Title VIII of the Civil Rights Act (42 USC 2000d and 2000e), the Age Discrimination in Employment Act (29 USC 620 et seq ), the Equal Pay Act (29 USC 206 (d)), the Re-

habilitation Act (29 USC 794), Title IX of the Education Amendments Act 1972 (20 USC 1618), the Age Discrimination Act (42 USC 6101), the Americans Disabilities Act (Public Law 101 - 336), and other applicable nondiscrimination regulations (29 CFR 34 20). The **PROVIDER** assures further that no portion of its program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the ground of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief. Efforts shall be made to make programs and facilities accessible to eligible qualified handicapped and disabled persons; and

- b The **PROVIDER** covenants that this Agreement is subject to the Equal Employment Opportunity Resolution No. 1985, adopted by Cuyahoga County on July 24, 1975, and the rules and regulations issued there under, which resolution, rules, and regulations are incorporated by this reference as if fully rewritten.

21. **SUBCONTRACT AUTHORITY AND SUBCONTRACTING:**

The **PROVIDER** may enter into subcontract agreements with other agencies, however, all subcontract agreements must be approved by the **COUNTY**. Subcontractor records must be available for review as described in Section 18. Sub-contracts that change the services, service definitions, service delivery locations or service rates are not permitted under any circumstances.

All subcontracting agencies are subject to the same terms, conditions, and covenants contained herein. The subcontractor shall comply with those rules set forth in the RW Act. No such subcontracts shall in any case release the **PROVIDER** of his liability under this contract.

22. **SUSPENSION OR DEBARMENT CLAUSE**

**PROVIDER** hereby represents and certifies that it, any partner, officer, or director, has not been excluded by suspension or debarment from entering into any contract with this public entity whereby federal funds will be paid, or suspended or debarred from contracting with this public entity for any other reason. It is acknowledged that any such suspension or debarment will result in voiding this contract, and **COUNTY** will not be liable for any damages whatsoever.

23. **INSURANCE:**

The **PROVIDER** shall maintain a standard form policy or policies of insurance covering its officers, employees and agents as their interests may appear against claims of personal injury, or death and property damage.

24. **AUTO INSURANCE (for transportation providers only)**

- a The **PROVIDER** shall maintain for the duration of the contract period, automobile liability insurance.
- b The **PROVIDER** shall maintain for the duration of the contract comprehensive automobile and general liability insurance. This insurance shall protect the

**PROVIDER**, the **COUNTY** and its employees, and any subcontractor performing work covered by the contractual agreement against claims for damage for personal injury including accidental death, as well as for property damages which may arise from operations under the contractual agreement whether such operations be by **PROVIDER** or by any subcontractor or by anyone directly or indirectly employed by either of them. An exact copy of such insurance policy or policies shall be provided to the **COUNTY** within thirty (30) days of execution of this contract as of the date signed by the **COUNTY**.

Such policy or policies should be inclusive of a Certificate of Insurance with the following minimum levels:

1. Bodily Injury Liability  
\$250,000 per person; \$500,000 per accident
2. Property Damage Liability  
\$50,000 per accident; \$100,000 per aggregate.
3. Comprehensive Automobile Liability  
\$250,000 per person; \$500,000 per accident

- c. The **PROVIDER** shall insure that any and all subcontractors providing services reimbursable by the RW Act have sufficient public liability insurance. The provider shall also either

1. require each of its subcontractors to maintain during the term of the subcontract, Subcontractor's Public Liability, Property Damage, and Vehicle Liability Insurance (if applicable) of the type and in the amounts specified above; or
2. the **PROVIDER** shall insure the activities of its subcontractor in its own insurance policy as specified above.
3. Such policy or policies shall contain the following, special provisions:  
*"The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be mailed to the Ryan White Part A Program in the Cuyahoga County administrator's Office/Health & Human Services"*

**25. GRIEVANCE PROCEDURES:**

The **PROVIDER** shall provide the **COUNTY** with written notification of any perceived deviation as noted in the grievance procedures. Where complaints cannot be resolved, the **PROVIDER** may initiate the grievance process which shall consist of mediation and, if necessary, binding arbitration. Notification should be sent to:

**Rick Werner, Project Director**  
Office of Health & Human Services  
310 W. Lakeside Avenue, Suite 500  
Cleveland, OH 44113

26. **INDEMNIFICATION**

The **PROVIDER** shall indemnify and hold the County of Cuyahoga, Ohio, its officers, employees and representatives harmless from any and all claims against the **COUNTY**.

27. **VIOLATION/BREACH OF CONTRACT:**

This contract is subject to administrative, contractual or legal remedies for violation or breach of contract terms caused by the **PROVIDER**.

28. **TERMINATION:**

Upon **thirty (30) calendar days** written notice to the other party, either party may terminate this agreement

29. **AMENDMENT OF CONTRACT:**

The terms of this agreement including dates, services, reimbursement rates and unit costs, total reimbursable amounts and other provisions may be amended at any time upon the addition of an amendment signed by both parties

30. **LAW:**

This agreement is subject to and will be interpreted in accordance with all applicable Federal, State and Local laws

31. **NOTICES:**

All notices and communications provided for herein shall be in writing and sent via the United States Postal Service, first class prepaid, to the following:

If to the **COUNTY:**

Laureen L. Atkins, Grant Manager  
Ryan White Part A Program  
Office of Health & Human Services  
4261 Fulton Parkway  
Cleveland, Ohio 44144  
(216) 348-3986

Office of Health & Human Services  
310 W Lakeside Avenue, Suite 500  
Cleveland, OH 44113

If to the **PROVIDER:**

University Hospitals Case Medical Center  
Center for Clinical Research and Technology  
Attn: Philip A Cola  
11100 Euclid Avenue  
LKS, 1400  
Cleveland, OH 44106  
216-844-5576

With a copy to: University Hospitals Case Medical Center  
Attn: Chief Legal Officer  
3605 Warrensville Center Road, MSC 9207  
Shaker Heights, OH 44122

32. **ELECTRONIC SIGNATURE (S)**

By entering into this Contract the **PROVIDER**, its officers, employees, subcontractors, sub-grantees and agents agree 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. The **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.

IN WITNESS THEREOF, the **COUNTY** and **PROVIDER** have entered into this agreement as of the day and year first written above

COUNTY OF CUYAHOGA, OHIO

UNIVERSITY HOSPITALS OF  
CLEVELAND

Edward FitzGerald, County Executive

By: 2011-10-12 15:32:05  
Edward FitzGerald,  
County Executive

By: Fred C. Rothstein MD  
Signature  
Fred C. Rothstein, MD,  
President of University Hospitals Case  
Medical Center

Date: \_\_\_\_\_

Date: 8-23-11