

CONTRACT
CUYAHOGA COUNTY
Forensic Psychiatric Evaluation Services

THIS CONTRACT, made and entered into this ____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (hereinafter "County"), on behalf of the Cuyahoga County Common Pleas Court General Division's Court Psychiatric Clinic (hereinafter "Court") and University Hospitals Cleveland Medical Center, d/b/a University Hospitals Case Medical Center, an Ohio major not-for-profit medical center with principal offices located at 11100 Euclid Avenue, Cleveland, Ohio 44106 (hereinafter "UH"). This contract is for forensic evaluation services.

Recitals:

Whereas, the County desires to engage UH to perform certain Forensic Psychiatric Evaluation services; and

Whereas, in response to the County's Request for Proposal RFP#24118, dated July 12, 2012, (known as the "RFP"), UH, has submitted a proposal on August 6, 2012 (known as the "Proposal"), to furnish such professional services to the County; and

Whereas, UH has agreed to perform professional services under the terms and conditions for the consideration indicated herein below.

Now therefore, in consideration of the mutual promises and obligations herein to be observed and performed by the parties hereto, the County and UH hereby agree as follows:

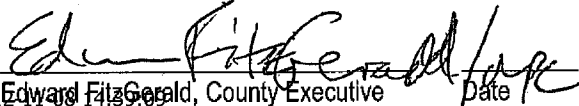
1. That for and in consideration of payments hereinafter mentioned, to be made by the County, UH agrees to furnish Forensic Psychiatric Evaluation Services to the Court for the period September 1, 2012 through June 30, 2015 in accordance with the specifications and to the satisfaction and acceptance of the County.
2. UH further covenants and agrees to be bound by this Contract, the RFP (Exhibit "A"), and the Proposal (Exhibit "B") for the performance of Forensic Psychiatric Evaluation services. Exhibits "A" and "B" are attached to this Contract and are made a part hereof as if fully rewritten herein.
3. It is expressly stipulated and agreed that UH hereby covenants and agrees that individuals providing services hereunder are of sufficient training and will have sufficient supervision as required of professionals providing the services as specified in Exhibits "A" and "B", and have been provided notice by the County as necessary to have knowledge of the site, plans, specifications, and conditions relative to the performance contemplated by this contract as otherwise necessary to provide the services contemplated hereunder and that the affixing of a signature hereto acknowledges compliance with the specifications and conditions contained in Exhibits "A" and "B".
4. In consideration of the premises the County agrees to pay to UH a certain sum of money, which shall be understood to be and NOT TO EXCEED: TWO HUNDRED TWELVE THOUSAND DOLLARS (\$212,000.00) over the thirty-four month term of the contract. Further, each period of the contract shall not exceed the following sums:
 - September 1, 2012 through June 30, 2013: \$62,000.00 payable no earlier than June 30, 2013
 - July 1, 2013 through June 30, 2014: \$75,000.00 payable no earlier than June 30, 2014
 - July 1, 2014 through June 30, 2015: \$75,000.00 payable no earlier than June 30, 2015

Any provision of this Contract to the contrary notwithstanding, payment by the County hereunder shall be subject to annual appropriation of sufficient funds by Cuyahoga County Council. In the event of insufficient appropriation, or for convenience, the County may terminate this Contract at any time, on 30-days written notice to UH, at no additional charge or cost to the County.

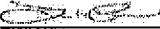
5. By entering into this contract UH agrees on behalf of the contracting or submitting not-for-profit entity, its officers, employees, agents that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Signatures transmitted by electronic means shall have the same legal effect as the originals. UH also agrees, 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 that they have been provided notice of.
6. The parties certify that they shall not violate the Anti-Kickback Statute and the Stark Law, as well as other state and federal laws governing the provision of health care services hereunder, (including but not limited to HIPAA) as such laws are applicable, with respect to the performance of this Contract, and that UH has provided notice to the County of the same.
7. This document together with any documents and Exhibits incorporated herein by reference shall constitute the entire agreement of the parties and may not be changed, modified, discharged, or extended except by written amendment duly executed by all parties hereto. All parties agree that no representation shall be binding upon any party hereto unless in writing.
8. Neither party shall assign or delegate any or all of this Contract absent the prior written agreement of the parties.
9. This Contract may be signed in counterpart.

IN WITNESS WHEREOF, the County of Cuyahoga, Ohio and University Hospitals Case Medical Center through its duly authorized representative have hereunto subscribed and affixed their respective signatures.

County of Cuyahoga, Ohio
Edward FitzGerald, County Executive

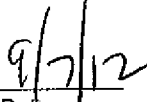

Edward FitzGerald, County Executive Date

APPROVED AS TO FORM

By: 
Print: Luke W. Cleland
Date: 9-5-2012
Matter: 5959
UHHS Law Department

University Hospitals Case Medical Center


Eric J. Bieber, MD, Chief Medical Officer


Date

IF AN INDIVIDUAL, DOING BUSINESS UNDER A FIRM NAME, SO STATE, GIVING BOTH NAMES.

IF A PARTNERSHIP, SO STATE, GIVING NAMES AND POST OFFICE ADDRESSES OF ALL PARTNERS ON LINES OPPOSITE.

IF A CORPORATION, GIVE FULL CORPORATION NAME AND STATE UNDER THE LAWS OF WHAT STATE YOU ARE INCORPORATED; OFFICER SHOULD ADD HIS SIGNATURE AND TITLE, AND FURNISH A COPY, CURRENTLY DATED AND CERTIFIED BY THE SECRETARY OF THE CORPORATION OF A RESOLUTION BY THE BOARD OF DIRECTORS AUTHORIZING THE PARTICULAR OFFICER TO SIGN THE CONTRACT ON BEHALF OF HIS COMPANY AND FURTHER CERTIFY THAT THE RESOLUTION IS IN FULL FORCE AND EFFECT.