

**CONTRACT
FOR
WORKERS' COMPENSATION AND INSPECTOR GENERAL
INVESTIGATIVE SERVICES
BETWEEN
CUYAHOGA COUNTY
AND
DEMOPOULOS & ASSOCIATES, LLC**

THIS CONTRACT is entered into this _____ day of _____, 2013 ("effective date") between County of Cuyahoga, Ohio, hereinafter referred to as "County", on behalf of Cuyahoga County Department of Human Resources, (hereinafter referred to as "HR"), Cuyahoga County Inspector General (hereinafter referred to as "IG"), and Demopoulos & Associates, LLC, located at 20525 Detroit Road, Suite 4, Rocky River, Ohio 44116 (hereinafter referred to as "Demopoulos"), an Ohio limited liability company.

WHEREAS, the County desires to retain professional investigative services to assist in identifying incidents of workers' compensation fraud and specialized investigative services required by the IG for employee ethical breaches, internal investigations or incidents deemed contrary to established policies and procedures. These services include surveillance, activity reports, video footage and providing general investigative advisory assistance.

WHEREAS, Demopoulos, in response to the County's Request for Proposals dated January 18, 2013 ("RFP"), will furnish workers' compensation and specialized investigative services to the County and IG ("Demopoulos Proposal").

WHEREAS, the County finds the Demopoulos Proposal acceptable and desires to hire Demopoulos to perform investigative services under the terms, conditions and provisions contained in this Contract.

THEREFORE, in consideration of the foregoing, the payments and mutual agreements contained herein, which includes the entirety of Demopoulos' professional services proposal, the parties agree as follows:

I. Scope of Services

- 1.0 Demopoulos will conduct investigations of employees who have filed workers' compensation claims and ethical breaches at the request of the County and IG.
- 2.0 Demopoulos will deliver copies of surveillance DVDs to both the County and IG within seven (7) days of the completion of the investigation. All details of the investigation are to remain confidential.
- 3.0 Demopoulos costs shall be billed at an all inclusive rate of \$60.00 per hour for investigative activities. All inclusive is defined as all supplies/equipment used, mileage, tolls, parking, postage, copies and incidental expenses. This does not include cover admission to amusement parks, ball games, fairs, carnivals and other similar destinations.
 - 3.1 Investigations outside Cuyahoga County shall be billed after the first 65 miles. The first 65 miles are included in the all inclusive rate. At mile 66, the mileage is charged at \$0.50 per mile.
 - 3.2 Authorized second investigators shall be billed at a rate of \$30.00 per hour all inclusive with the same mileage restrictions listed above. Should an investigation require overnight accommodations, the actual cost of lodging will be billed with a provided invoice. Overnight trips will incur a meal per diem fee of \$35.00 for each investigator.

- 3.3 Demopoulos will perform pre-surveillance and post-surveillance that includes the compilation of all data and information, creating the report and DVDs, and all preparation of the final investigative report.
- 4.0 Demopoulos requires a four (4) hour minimum of all cases assigned. If the assignment is cancelled by the County or the IG before Demopoulos is on site, there will be no cancellation fee and the four (4) hour minimum rate will not be charged. If Demopoulos is notified of a cancellation by the County or the IG after on site, the four (4) hour minimum rate will be charged.
- 5.0 Demopoulos offers a three (3) day and five (5) day surveillance package includes a comprehensive background investigation of the employee.
- 5.1 *Three (3) Day:* An investigation assignment within Cuyahoga County, the package rate is \$1,320.00. This package reflects approximately thirty (30) hours of on-site investigation.
- 5.2 *Five (5) Day:* An investigation assignment within Cuyahoga County, the package rate is \$2,200.00. This package reflects approximately fifty (50) hours of on-site investigation.
- 5.3 Selection of the package rate is required at the beginning of the investigation assignment. It is not applicable once the assignment has been initiated under the hourly fee structure.
- 6.0 This contract supersedes all oral representations and other writings. If a conflict arises between the County, the IG and Demopoulos proposal, the parties agree that the language of the County's document controls and will be given effect. Inconsistent or conflicting provision(s) will be disregarded.
- 7.0 The contract will be interpreted according to the laws of the State of Ohio. If a court of law determines any part of the agreement to be unenforceable, that portion of the contract only will be treated as though it were stricken. The balance of the contract, however remains binding and enforceable, and will be given effect.

II. Term and Cancellation

The term of this Contract shall begin on April 1, 2013 and shall, unless extended by the County or sooner canceled or terminated pursuant to the provisions hereof, expire on March 31, 2016, with one twelve-month option to renew based on contract performance and funding availability.

For Cause: If Demopoulos breaches any terms of this Contract, the County shall have the right to immediately terminate this Contract by giving written notice of termination to Demopoulos.

For Convenience: The County shall have the right to terminate this Contract at any time, during the base term or any of the optional extensions, with thirty (30) days advance written notice to Demopoulos.

III. Compensation

Demopoulos shall invoice the County and the IG for services rendered within the scope of this Contract. The total amount of this Contract shall not exceed the maximum of \$90,000.00.

IV. **Indemnity**

Demopoulos agrees to indemnify and hold harmless the County, its employees or agents, from and against any and all claims, losses, damages, liability, costs, expenses, judgments or obligations whatsoever in connection with any personal injury (including death) or damage to any person or property resulting from or in any way connected with Demopoulos' negligence or willful misconduct in its performance or failure to perform obligations hereunder by Demopoulos, or Demopoulos' employees or agents.

V. **Confidentiality**

The parties agree to respect and abide by all Federal and State laws, rules, and regulations, including those pertaining to HIPPA, confidentiality, and disclosure with regard to all information and records obtained or reviewed in the course of providing investigative services under this Contract.

VI. **Notices**

Any notice to be given under this Contract by either party to the other may be effected either by personal delivery in writing or by certified mail, postage-prepaid, return receipt requested. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the parties at the addresses appearing below:

To the County: Attn: Workers' Compensation Coordinator
 1255 Euclid Avenue, Suite 310-A
 Cleveland, Ohio 44115

To the IG: Attn: Cuyahoga County Inspector General
 1219 Ontario Street, 3rd Floor
 Cleveland, Ohio 44113

With a copy to: Attn: Cuyahoga County Director of Law
 Cuyahoga County Department of Law
 1219 Ontario Street, 4th Floor
 Cleveland, Ohio 44113

VII. **Miscellaneous**

- A. **Governing Law and Jurisdiction.** This Contract shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. 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. Demopoulos hereby agrees not to challenge any provision in this contract, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- B. **No Indemnification by County.** Demopoulos acknowledges that as an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this Contract or any other contract or agreement between Demopoulos and the County may be interpreted to obligate the County to indemnify or defend Demopoulos or any other party.

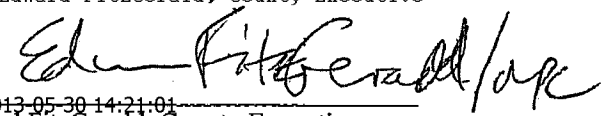
- C. Entire Contract. This Contract constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Contract shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.
- D. No Apparent Authority/Proper Approvals. Demopoulos recognizes and agrees that no public official or employee of Cuyahoga County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures Ordinance.
- E. Parties Bound and Benefited. This Contract shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.
- F. Non-Waiver. The County's failure to require performance of any provision of this Contract, or if it requires performance and does not follow through, shall not affect the County's right to require performance at any time thereafter. Additionally, the County's waiver of any breach or default of this Contract shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.
- G. Contract Interpretation and Construction. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the provisions of this Contract.
- H. Counterparts and Facsimile/Electronic Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.
- I. Severability. If any provision of this Contract is invalid or unenforceable for any reason, this Contract shall be divisible as to such provision and the remainder of this Contract shall be and remain valid and binding as though such provision was not included *Applicable County Ordinances*. All County contracts, including this Contract, are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- J. Public Records. All parties hereto acknowledge that County is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.
- K. Electronic Signature. By entering into this Contract, Demopoulos agrees on behalf of its respective officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Demopoulos 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 County.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized respective officer(s), and affixed the seals of said parties:

DEMOPOULOS & ASSOCIATES, LLC

COUNTY OF CUYAHOGA, OHIO

By: 
Peter A. Demopoulos, Vice President

Edward FitzGerald, County Executive
By: 
2013-05-30 14:21:01
Edward FitzGerald, County Executive