

**CUYAHOGA COUNTY DIVISION OF SENIOR & ADULT SERVICES
CONTRACTUAL AGREEMENT BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
COLLABORATIVE RESEARCH, LLC.**

THIS AGREEMENT (the "Contract"), dated as of _____ 2013 is made and entered into by and between County of Cuyahoga, Ohio, hereinafter referred to as the ("County") on behalf of the Division of Senior & Adult Services, 13815 Kinsman Rd., Cleveland, Ohio 44120, hereinafter referred to as ("DSAS") and Collaborative Research, LLC., a for-profit corporation, with principal offices located at 828 West Grace Street, Suite 1603, Chicago, Illinois 60613, (the Vendor).

WITNESSETH

WHEREAS, DSAS seeks to develop a 3 year strategic plan.

WHEREAS, through a competitive process, the Vendor has demonstrated they possess the necessary expertise, knowledge, resources and initiative to successfully provide such service(s).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, DSAS and the Vendor agree to the following:

I. SCOPE OF SERVICES:

The Vendor shall provide the service(s) listed below and in the Vendor's proposal (attachment 1) and interview responses (attachment 2). Such service(s) shall be inclusive of, but not limited to the following:

The development of a viable strategic plan that addresses issues which become apparent during the strategic planning process.

The strategic planning process will be outlined in three distinct phases:

Phase I:

Pre-planning activities: The Vendor will develop a comprehensive approach to strategic planning, emphasizing linkages to the budget and other organizational activities. The Vendor will identify stake-holders. The Vendor will conduct kick-off meetings to introduce the initiative to stake-holders and DSAS personnel.

External and internal environmental scan: The Vendor will conduct a SWOC (Strengths, Weakness, Opportunities and Challenges) analysis. The internal strengths & weakness analysis will provide an assessment of DSAS' position, performance, problems and potential. An external opportunities and challenges scan will provide an analysis of key external elements or forces, including a stakeholder analysis of what factors affect the environment in which DSAS operates.

Vision statement: The Vendor will refine the current vision statement, if necessary. The vision statement will incorporate internal and external strengths and opportunities as discovered in the environmental scan.

Phase II:

Mission statement: The Vendor will refine the current mission statement, if necessary.

Goals and objectives: The Vendor will develop the goals section of the strategic plan. The goals section will describe the desired end results that DSAS and its organizational units will realize after a specified amount of time. The objectives section will provide specific and measurable targets for the accomplishment of the designated goals. In addition, the Vendor will conduct an analysis to ensure alignment between the vision statement and the strategic goals as defined.

Action plans: The Vendor will develop an action plan. The action plan will provide a detailed description of the strategies that will be used to accomplish the goals and objectives. In addition, work plans will be included that provide a listing and a guide for the allocation of necessary resources.

Phase III:

Performance measurement plan: The Vendor will develop and design methods that will be used to measure results of action plan implementation. These measures will provide management with the opportunity to re-evaluate existing allocation of funds. The action plans and performance measures will be linked with the operating budgets.

Monitoring and tracking: The Vendor will develop and design methods that will monitor the progress towards desired strategic goals and objectives.

Meeting facilitation: The Vendor will facilitate meetings with the Advisory Council, DSAS personnel, and stakeholders at all levels, as needed to develop and implement the planning process.

Strategic planning: The Vendor will develop a strategic planning manual.

Deliverables

DSAS seeks the following deliverables to be provided by the Vendor as part of the Strategic Plan:

- a) Development of a comprehensive 3-year strategic plan for the agency
- b) Incorporate County Executive Edward FitzGerald's Western Reserve Plan into the strategic plan
- c) Provide an executive summary of the strategic plan for distribution to the County Executive, County Council and other stakeholders

- d) Identify stakeholders, communicate the plan to stakeholders and secure buy-in
- e) Create vision and mission statements as a result of discussions with DSAS stakeholders
- f) Perform an environmental scan of Cuyahoga County senior citizens, their needs, and services available, as well as those services that are lacking
- g) Identify community needs and develop a plan to meet those needs
- h) Analyze existing DSAS programs to ensure effectiveness, efficiency, future viability, and appropriateness in light of private/non-profit provision and duplication of services
- i) Gather input regarding the perception of DSAS in the community and develop a plan to increase knowledge of DSAS services
- j) Provide recommendations and strategies to DSAS in the areas of needs assessment, best practices, system coordination and information sharing
- k) Develop a set of goals, objectives and performance measures closely linked to the strategic plan objectives and budget
- l) Develop an action plan for accomplishing goals and objectives
- m) Identify comparative benchmarks for performance measures
- n) Meet with the leadership team established by DSAS at least twice per month to coordinate consultant activities and review deliverables against expectations
- o) Make presentations to DSAS personnel and stakeholders regarding project goals, work deliverables and outcomes
- p) Facilitate meetings as required including maintaining meeting notes
- q) Submit all surveys, comments, assessments, data reports, meeting notes, recommendations and the final strategic plan to DSAS in written and electronic formats. A final bound report (Final Strategic Plan) and thirty (30) copies inclusive of all the information requested above, an executive summary, and recommended implementation schedule must be submitted to DSAS as final completion of this project

II. TERMS OF SERVICE:

The Vendor shall successfully provide all services as specified in this contract commencing on **August 1, 2013** and ending on the close of business on **November 30, 2013**, which serves as the official termination date of this contract. All services outlined in this contract must be performed to the full and complete satisfaction of DSAS.

The Vendor's failure to render "satisfactory" services as outlined in the terms and conditions of this agreement shall serve as a breach of this contract and provide DSAS with ample justification to terminate this contract at any time preceding the aforementioned commencement date.

III. CONTRACT VALUE:

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability and appropriation of local funding and allocation of federal funds annually. **The total amount of the contract shall-not-exceed \$50,000.00 for the contract period.**

IV. TERMS OF PAYMENT:

During the term of this contract, DSAS shall pay the Vendor for the services rendered to DSAS billable as follows:

- A. DSAS shall pay the Vendor based upon services rendered for all labor, materials and supplies and equipment to completion and approval of the work described in Exhibit 1, but not-to-exceed the total amount of \$50,000.00.

UNDER NO CIRCUMSTANCES SHALL DSAS REIMBURSE VENDOR MORE THAN FIFTY THOUSAND DOLLARS \$50,000.00 WHICH IS THE TOTAL OF THIS CONTRACT.

This is the maximum to be paid under this Agreement, and shall not be exceeded without the prior written authorization of DSAS in the form of a negotiated and executed amended agreement by and through the authorization of the County Executive.

- B. The Vendor shall submit invoices for the service rendered by phase. Said invoices shall describe, on a line item basis, the amount of time, subtotaled by position, for the given month per phase completed and accepted during the invoice period.

Upon receipt, the Financial Services Unit will review the invoice for completeness and accuracy before making payment (within thirty (30) days of receipt). Payment made will not be subject to late fees or interest payment penalties.

The invoice with contract number should be forwarded in duplicate to:

**Division of Senior and Adult Services
Attn: Financial Services Unit
13815 Kinsman Rd.
Cleveland, Ohio 441120**

V. PAYMENT TIME LIMIT:

DSAS reserves the right to withhold payment from the Vendor in the event invoices for services rendered are not submitted for payment in a timely manner based on the following:

- a. Invoices submitted 30 days or more after the expiration of the contract, and/or
- b. Invoices submitted in excess of 30 days after services are rendered for a prior or federal fiscal period for which DSAS may not be able to claim or receive state/federal reimbursement.

VI. DUPLICATE BILLING:

The Vendor warrants that invoices submitted to DSAS or the County for payment of purchased services shall be for actual services rendered and are not duplicate claims made by the Vendor to other government entities, municipalities or non-profit organizations for the same service.

VII. PUBLICITY:

In any publicity release or other public reference including media release, information pamphlets, etc., on the program developed as part of this contract, it will clearly state that the project is in part funded by the County of Cuyahoga.

VIII. ANTI-DISCRIMINATION:

DSAS and the Vendor agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans with Disabilities Act of 1992.

It is further agreed that the Vendor will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract.

The Vendor also agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

If the Vendor or its agents or subcontractors is found to be out of compliance with any aspect of this provision, it may be subject to investigation by DSAS, the County or its duly appointed agent and subject to termination of this contract.

IX. INDEMNIFICATION:

The Vendor agrees that it will, at all times during the existence of this Vendor contract indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County or any and all of its officers, agents, servants or employees thereof, for or on account of any injuries or damages received or sustained by a party or parties from any act of the Vendor, its servants or agents that arise out of the injuries or damages sustained during performance of services against this contract.

X. INSURANCE:

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

1. Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

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

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 with limits of liability not less than:

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

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

(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.

(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.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

XI. CONTRACT TERMINATION:

DSAS shall have the right to terminate this agreement for any reason as a result of the Vendors failure to perform all contract deliverables as specified within this agreement. Either party shall have the right to terminate this contract upon thirty (30) days written notice to the other party if either party does not meet the terms and conditions specified in this contract. The Vendor shall provide all services required by this contract up to and including the date of termination, and shall be compensated upon receipt of an itemized invoice for services rendered. Under no circumstance shall DSAS be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this contractual agreement.

XII. CONTRACT AMENDMENT:

This contract represents the entire integrated agreement between DSAS and the Vendor and it supersedes all prior negotiations, representations, or agreements either written or oral. By mutual consent of DSAS and the Vendor this contract may be modified at anytime as mutually agreed to by both parties, whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by both parties.

XIII. ELECTRONIC SIGNATURES:

By entering into this Agreement the Vendor agrees on behalf of its 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 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 Vendor also agreed on behalf of the aforementioned entities and persons, to be bound by the provisions of the 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 WHEREOF, the County of Cuyahoga and Vendor have each caused this contract to be signed and delivered by its duly authorized representative as of the date first written above.

**COLLABORATIVE RESEARCH,
LLC.**

By: Kathleen Hoffman

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: Ed FitzGerald
Edward FitzGerald, County Executive

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