

CONTRACT

BY AND BETWEEN

COUNTY OF CUYAHOGA, OHIO
AND
CLEVELAND RAPE CRISIS CENTER

THIS CONTRACT entered into this _____ day of _____, 2014, by and between the County of Cuyahoga, Ohio (hereinafter referred to as the "**COUNTY**"), and **CLEVELAND RAPE CRISIS CENTER** (hereinafter referred to as the "**PROVIDER**"), an Ohio nonprofit corporation, with principal offices located at 526 Superior Avenue, Suite 1400, Cleveland, Ohio 44114.

WHEREAS, the **COUNTY's** Public Safety & Justice Services, Witness/Victim Service Center has a mission to provide support and advocacy to all victims of violent crime and wishes to increase the availability of counseling for victims of sexual assault;

WHEREAS, the **COUNTY** has determined that it requires the services indicated below and finds it necessary to enter into a contract with the **PROVIDER** for the amount not to exceed **\$75,000.00**;

WHEREAS, subject to the terms and conditions set forth in this contract, this contract shall extend from **March 17, 2014 until December 31, 2014** unless terminated in accordance with procedures enumerated in **Section VIII** below, "**CONTRACT TERMINATION**".

NOW, THEREFORE, all parties agree as follows:

I. SCOPE OF SERVICE

A. Service Provision:

PROVIDER agrees to deliver a minimum of 750 units of trauma informed therapeutic services to survivors of sexual assault. One unit is defined as one session of therapy. Each survivor shall receive a maximum of twelve units, with the option to graduate from individual sessions to group therapy, for an additional ten to twenty-four sessions of group intervention. **PROVIDER**

agrees to engage qualified, experienced Master Degreed therapists to deliver all services.

B. Project Coordination and Management:

PROVIDER agrees to identify a Program Manager for coordination and oversight of contract deliverables. Program Manager shall serve as point of contact for **COUNTY**.

C. Coordination with Other Services:

PROVIDER agrees to host group therapy sessions at the Family Justice Center, to the extent practicable.

II. FINANCIAL AND REPORTING REQUIREMENTS

A. Invoicing Requirements:

1. **PROVIDER** shall invoice **COUNTY** on a cost per unit of service basis on a monthly schedule. **PROVIDER** agrees to submit with invoices a report on the services provided, in a format mutually agreed upon by **PROVIDER** and **COUNTY**.
2. **The total amount of reimbursement shall not exceed \$75,000.00.**

B. Duplicate Billing:

1. **PROVIDER** certifies that the charges submitted for reimbursement are actual costs associated with the provision of the service indicated in Section I by **PROVIDER** and these costs are not subject to, or submitted for reimbursement to any other governmental entity or organization.
2. **PROVIDER** further warrants that invoices submitted to **COUNTY** for payment shall be for services rendered to eligible individuals and these costs are not duplicate claims made by **PROVIDER** to any other government entity, municipality or organization for the same service.

C. Maintaining Proper Financial Records:

1. **PROVIDER** shall maintain accurate and independent books, records, receipts, vendor invoices, payroll documents, and other accounting transactions in good order, which sufficiently and properly reflect all direct costs expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review

or audit by duly authorized federal or local government agencies including **COUNTY**.

2. **PROVIDER** shall maintain and preserve all documentation used in the administration of this program including client case files and other records to substantiate services provided and/or billed to **COUNTY**.
3. All records including financial records, must remain in **PROVIDER**'s possession for a period of three (3) years after the termination date of this Contract and/or it will assure the maintenance of and availability of such records for a like period of time if in the possession of a second or third party unless otherwise agreed to by **COUNTY**.
4. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, **PROVIDER** shall retain records until completion of this action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

D. Financial Reporting Requirements:

1. **PROVIDER** shall collect financial information and other data and prepare and maintain monthly and annual reports relative to the services provided by the **PROVIDER**.

E. Data Collection and Reporting:

1. **PROVIDER**, in conjunction with **COUNTY** staff or any evaluator partner, shall develop the format for program reporting relative to the services provided and shall submit reports monthly, per section II (A)(1). **PROVIDER** agrees to collaborate with **COUNTY** in order to ensure compliance with all federal, state, and local confidentiality laws.

F. Responsibilities of COUNTY:

1. Program Oversight
 - a. **COUNTY** will provide requests for meetings, etc., in a timely manner.
 - b. **COUNTY** shall have the right to audit and monitor the manner in which the terms and conditions of this Contract are being carried out, and evaluate through performance audits, the extent to which the goals and objectives of all Contract deliverables are being achieved. Compliance, financial and operational reviews may be performed by **COUNTY** and/or upon request by the **COUNTY** or in tandem with another state or federal agency in

the event of adverse information pertaining to the operation of **PROVIDER**. Additional audits or operational reviews may be warranted in the event of outstanding audit exceptions and performance issues due to non-compliance with the terms and conditions of this Contract.

2. **COUNTY** will receive and review invoices for completeness and accuracy prior to making payment to **PROVIDER**. **PROVIDER** will be paid according to the provisions set forth in Section II.
3. **COUNTY** will process payment to **PROVIDER** within 30 calendar days upon receipt of complete invoice. All invoices should be mailed to:

Cuyahoga County Public Safety & Justice Services
Attn: Nancy Veley
310 W. Lakeside Avenue - Suite 300
Cleveland, Ohio 44113

4. Invoices shall be paid for all applicable and agreed to costs associated with this Contract. **COUNTY** reserves the right to withhold payment from **PROVIDER** in the event invoices for services rendered or expenses incurred are not submitted for payment in a timely manner based on the following conditions:
 - a. Invoices submitted 60 days or more after the end of the service month during the contract period.
 - b. Invoices submitted 60 days or more after the expiration of the contract.

III. TERMS OF SERVICE

This Contract is effective from **March 17, 2014 through December 31, 2014**, unless otherwise terminated or extended by a formal amendment for all applicable and agreed to costs associated with this Contract.

IV. CONTRACT VALUE

The total value of this Contract shall not exceed **\$ 75,000.00** in the aggregate for all applicable and agreed to costs associated with this Contract in accordance with **Section I and Section II**.

V. FUNDING AVAILABILITY

Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funds designated for this service. If funds become unavailable, **COUNTY** shall provide immediate notice to

PROVIDER and **COUNTY** shall terminate this Contract as provided in section **VIII**.

VI. CONTRACT MODIFICATION

This Contract represents the entire integrated agreement between **COUNTY** and **PROVIDER** and it supersedes all prior negotiations, representations, or agreements, either written or oral. By mutual consent, this Contract may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by all parties.

VII. CONTRACT AMENDMENT

This Contract may be amended at any time as mutually agreed upon by all parties along with a written amendment signed by all parties and then approved by **COUNTY**.

VIII. CONTRACT TERMINATION

Upon at least a thirty (30) calendar-day written notice to the other parties, either party may terminate this agreement if the other party does not meet the terms and conditions specified in this contract. **COUNTY** and **PROVIDER** shall agree on a reasonable phase out of the program as a condition of the termination. Upon expiration of thirty days after the notice of termination, the obligations of all parties under this Contract shall cease, except that **COUNTY** shall reimburse **PROVIDER** for services rendered prior to the final date of termination.

COUNTY reserves the right to terminate this Contract, for any reason, as a result of **PROVIDER's** failure to perform all contract deliverables as specified in this Contract. Under no circumstances shall **COUNTY** be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this Contract.

IX. VIOLATION OR BREACH OF CONTRACT

This Contract is subject to administrative, contractual or legal remedies for violation or breach of contract terms caused by either party.

X. SEVERABILITY

Should any portion of this Contract be deemed unenforceable by any administrative, judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to **Articles VII** or **VIII** of this Contract.

XI. CONFIDENTIALITY

All parties agree they shall not use any information, systems, or records made available pursuant to this Contract for any purpose other than to fulfill the obligations in this Contract. Each party agrees to be bound by the standards of confidentiality that apply to their operations including, but not limited to, laws, statutes and regulations of the federal, state or local governments.

XII. SAFEGUARDING CLIENT INFORMATION

PROVIDER agrees that the use of, or disclosure by, any of its employees and agents of any information concerning client information for any purpose not directly related to the administration of this Contract or carrying out the responsibilities of this Contract is prohibited except upon the written consent of the client or his/her responsible parent or guardian and/or **COUNTY**.

XIII. COMPLIANCE WITH AUDIT REQUESTS

PROVIDER agrees, if required by **COUNTY** or the appropriate state or federal agency or duly appointed agent that directly relates to provisions of this Contract, on the basis of evidence of misuse or improper accounting of funds or substantial errors in determination of eligibility for which **PROVIDER** is responsible, to comply with or conduct an independent audit of expenditures or determinations of eligibility or both and to provide copies of the audit to **COUNTY** or its duly appointed agent.

PROVIDER shall submit to **COUNTY** a copy of the final report no later than thirty (30) days after the end of the audit.

XIV. RESPONSIBILITY FOR AUDIT EXCEPTIONS

PROVIDER agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) noted during a compliance or financial audit performed by **COUNTY** or any appropriate federal agency or duly appointed agent that directly relates to the provisions of this Contract and whereas services were billed and payment made by **COUNTY**. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions.

XV. INDEPENDENT CONTRACTOR

PROVIDER, its employees or its agent(s) will act in accordance with the terms of this Contract in an independent capacity and not as officers, employees or agents of **COUNTY**.

XVI. SUBCONTRACTING

PROVIDER may not subcontract services under this project, but may engage independent therapists, provided they are supervised and managed by **PROVIDER**'s Program Manager.

XVII. REPORTING MATERIAL ISSUES

PROVIDER shall notify **COUNTY** in writing of all material issues, which involve services provided through this Contract. **PROVIDER** shall submit any pertinent facts or resolution of said issues to **COUNTY** within 30 calendar days. The notification should be sent to:

Cuyahoga County Witness Victim Service Center
Attn: Jill Smialek, Manager
310 W. Lakeside Avenue – Suite 300
Cleveland, Ohio 44113

XVIII. INDEMNIFICATION

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 an 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.

XIX. LIABILITY INSURANCE

PROVIDER agrees to all terms set forth in **EXHIBIT A** of this agreement, attached hereto and incorporated fully herein.

XX. PUBLICITY

PROVIDER agrees that in any publicity release or other public reference including media releases, information pamphlets, etc. relative to the services provided under this Contract, that each release shall acknowledge Cuyahoga County and the Witness/Victim Service Center clearly.

PROVIDER is also responsible for providing a copy of each publicity release to **COUNTY** at the time of the release.

XXI. NON-DISCRIMINATION

All parties agree that as a condition of this Contract, there shall be no discriminatory acts 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 as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

XXII. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio including the Ohio Revised Code (ORC).

XXIII. APPLICABLE LAW

Applicable law means those federal, state and local laws and regulations, which govern the conduct of the parties to this Contract.

XXIV. CAPTIONS

The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.

XXV. NOTICES

All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

TO: CLEVELAND RAPE CRISIS CENTER
Attn: Sondra Miller, President & CEO
526 Superior Avenue, Suite 1400
Cleveland, Ohio 44114

TO: WITNESS VICTIM SERVICE CENTER
Attn: Jill Smialek, Manager
310 W. Lakeside Avenue – Suite 300
Cleveland, Ohio 44113

XXVI. CURRICULUM

All materials, including the curriculum, developed as a result of this Contract will become property of Cuyahoga County.

XXVII. ELECTRONIC SIGNATURES

By executing this Contract the undersigned agrees on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, 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 document shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree 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 **COUNTY**.

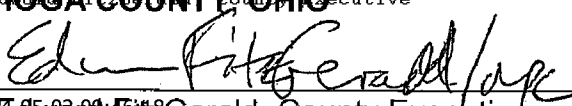
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, Cuyahoga County, and CLEVELAND RAPE CRISIS CENTER have caused this Contract to be executed this _____ day of _____, 2014.


CLEVELAND RAPE CRISIS CENTER

By: 
Sondra Miller, President & CEO

CUYAHOGA COUNTY, OHIO

By: 
Edward Fitzgerald, County Executive

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio
Majeed G. Makhoul, Director of Law
SARAH D CAMMOCK, ASSISTANT LAW DIRECTOR

By: 
2014-05-07 11:06:54

Name: _____

Date: _____

EXHIBIT A
LIABILITY INSURANCE TERMS

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

Mandatory Insurance Requirements

The following items (Worker's Compensation Insurance, Commercial General Liability Insurance, Business Automobile Liability Insurance and Professional Liability/Errors & Omissions 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).

(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.

Such insurance shall include liability coverage for sexual abuse and molestation.

(c) Business Automobile Liability Insurance: covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$500,000 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 professional services with a limit of liability not less than:

\$1,000,000 per claim;

\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any professional services related to this Contract.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, with the exception of the Workers Compensation and Personal Automobile Liability Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
 - (i) Thirty (30) days prior notice of cancellation or material change;
 - (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against 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. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in the Contract or as provided by law.
4. The Contractor 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 the Contract.
5. 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.
6. The Contractor 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 the Contract.