

## **CONTRACT**

**THIS CONTRACT** made and entered into this 1st day of January, 2013 by and between the County of Cuyahoga, Ohio (the "COUNTY") and University Hospitals Cleveland Medical Center, in support of the Northern Ohio Poison Center of Rainbow Babies & Children's Hospital, a corporation not-for-profit, with principal offices located at, 11100 Euclid Avenue, Cleveland, Ohio 44106 (hereinafter called the "CENTER").

### **WITNESSETH THAT:**

**WHEREAS**, the Center was organized by the Academy of Medicine of Cleveland in 1957 to prevent childhood poisoning accidents, provide information services on poisoning emergencies, and educate the community on poison prevention; and

**WHEREAS**, the Academy of Medicine no longer provides financial support for the CENTER; and

**WHEREAS**, the COUNTY has determined that it desires to provide support for the basic services available through the CENTER; and

**WHEREAS**, University Hospitals Cleveland Medical Center has committed to continuing its financial support for the Center; and

**WHEREAS**, the CENTER is an important resource to parents, citizens, emergency medical service personnel, physicians and hospitals.

**NOW, THEREFORE**, the COUNTY and the CENTER hereby agree as follows:

### **ARTICLE 1 TERMS OF AGREEMENT**

#### **1.1 SCOPE OF SERVICE.** The CENTER shall:

- Provide information only and physician referral services in appropriate cases to all citizens, regardless of income or ability to pay, concerning drug and poison related calls;
- Provide 24 hours-a-day emergency information telephone service during calendar year 2013;
- Provide physicians with drug information regarding the interaction of specific drug and/or clinical impact of drugs on patients (professional

toxicology consultation), upon request. Such information shall not be considered as a substitute for the physicians' own judgment in providing treatment;

- Provide community education and enhanced service penetration in Cuyahoga County (including but not limited to updating and developing educational materials, establishing linkages with all segments of the Cuyahoga community and preparing teaching tools); and
- Maintain records on all calls received and referrals made.

## 1.2 **PERSONNEL**

The CENTER will maintain minimally the following staffing patterns:

- Two (2) full time technician positions;
- Two (2) clinical toxicologists; and
- One (1) health care educator.

## 1.3 **TERM**

This contract shall be in effect for the period January 1, 2013, through December 31, 2013.

## 1.4 **REPORTING REQUIREMENTS**

Any deviations in services adversely affecting the CENTER shall be reported immediately to the COUNTY. The CENTER shall submit a report to the COUNTY no later than 60 days at the end of each quarter, which shall include quarterly and year-to-date information on the following:

- a. information on the current staffing pattern;
- b. the total number of calls received (exposure and information);

- c. the number and percent of calls received by county of origin (e.g. Cuyahoga, Geauga, Lake, Lorain and Medina);
- d. the origin of calls received (e.g., family residences, non-hospital workplace, hospital, other health care facilities. Hospital affiliation should also be noted in the statistics);
- e. the disposition of calls;
- f. progress on updating educational and teaching materials;
- g. progress on re-establishing linkages with various segments of the Cuyahoga community; and
- h. report on efforts to engage other communities and organizations who receive benefits from the CENTER to help provide financial support (e.g., other counties served); and
- i. any other information as may be reasonably required by the COUNTY.

## 1.5 **PAYMENTS**

The COUNTY shall make equal payments on the amount of \$32,175.00 upon receipt of an invoice and corresponding quarterly report. The first two quarterly reports may be combined. In no event shall payments for this program exceed \$128,700.

## **ARTICLE 2 GENERAL PROVISIONS**

- 2.1 **Assignment.** This Agreement shall not be assignable by any of the parties hereto without the prior written consent of the other parties.
- 2.2 **Modification and Waiver.** No cancellation, modification, amendment, deletion, addition, or other change in this Agreement or any provision hereof or waiver of any right or remedy herein provided shall be effective for any purpose unless specifically set forth in writing and signed by the parties to be bound thereby. No waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.
- 2.3 **Indemnification.** The CENTER shall indemnify and hold harmless COUNTY, its officers, agents and employees, against all suits, claims, losses, costs, damages, expenses or liabilities arising out of the CENTER's acts or omissions in connection with services rendered pursuant to this Agreement. In addition, the CENTER shall, at its own expense, defend the COUNTY, its officers, agents and employees, in any litigation or claims arising therefrom, and shall pay all sums which the COUNTY shall become legally obligated to pay as a result of such litigation or claims incurred in connection therewith, and satisfy and cause to be discharged

such judgments as may obtain against the COUNTY, its officers, agents and employees. This provision shall survive the completion of the work and services to be performed hereunder and the termination of this agreement.

- 2.4 **Entire Agreement.** This Agreement, which includes any exhibits attached hereto, contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous arrangements, commitments, representations, or understandings, whether written or oral.
- 2.5 **Headings.** The headings and titles to the articles and sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.
- 2.6 **Severability.** Should any provision hereof be found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such finding shall not affect the validity or enforce ability of any other provision of this Agreement.
- 2.7 **Controlling Law.** All questions concerning the validity and operation of this Agreement and the performance of the obligation imposed upon the parties hereunder shall be governed by the laws of the State of Ohio.
- 2.8 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.
- 2.9 **Rights and Remedies.** The duties and obligations imposed by this Agreement are in addition to and not in limitation of any duties or obligations otherwise imposed by law. The rights and remedies provided in this Agreement are in addition to and not in limitation of other rights and remedies under this Agreement, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
- 2.10 **Authority.** The COUNTY and the CENTER have full power and authority to enter into and perform this Agreement in accordance with its terms. Persons signing this Agreement in a representative capacity of the COUNTY or the the CENTER have authority to do so.
- 2.11 **Notices.** All notices and communications provided for hereunder shall be in writing and sent via the United States Postal Service, first class prepaid, to the following:

If to the COUNTY: Sabrina L. Roberts  
Administrator of Health Policy & Programs  
Cuyahoga County  
310 W. Lakeside Avenue, Suite 500  
Cleveland, Ohio 44113

If to the CENTER: Phillip A. Cola, M.A.  
Center for Clinical Research and Technology  
University Hospitals Cleveland Medical Center  
11100 Euclid Avenue, Lakeside 1400  
Cleveland, Ohio 44106-7061

With a copy to: University Hospitals Health System, Inc.  
3605 Warrensville Center Road  
Shaker Heights, Ohio 44122  
Attn: Chief Legal Officer

**BY ENTERING INTO THIS CONTRACT, I AGREE 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 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. 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 CUYAHOGA COUNTY.**

IN WITNESS WHEREOF, the parties hereto execute this contract as of the date first written above.

UNIVERSITY HOSPITALS CLEVELAND MEDICAL CENTER,  
In support of the Northern Ohio Poison Center  
of Rainbow Babies and Children's Hospital

By: Fred C. Rothstein MD  
Fred C. Rothstein, MD, President, UHCMC

Digitally signed by S.L. Scott  
Esposito  
DN: cn=S.L. Scott Esposito,  
o=University Hospitals Health  
System, Inc., ou=Corporate  
Legal Services, email=esposito@uhhospitals.org,  
c=US  
Date: 2012.12.11 10:25:21  
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County of Cuyahoga, Ohio

Edward FitzGerald, County Executive  
By: Ed FitzGerald  
Edward FitzGerald, County Executive  
2013-04-16 17:42:04