

# CONTRACT

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Cuyahoga County Office of Health & Human Services, Cuyahoga County, Ohio (hereinafter referred to as the "**County**") and the Cuyahoga County Board of Health (herein after referred to as the "**Board of Health**"), a political subdivision, for the purpose of having the Board of Health provide services for the County's Child Fatality Review.

**WHEREAS**, the Board of Health provides leadership on public health and safety efforts for children and families throughout Cuyahoga County; and

**WHEREAS**, the Board of Health collaborates with departments of Cuyahoga County Health & Human Services and other public and private child and family serving systems to collect and analyze the incidences and distribution of disease and mortality throughout the community; and

**WHEREAS**, the Board of Health and the County work together and with other providers to inform and educate the public about community health and safety; and,

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the County and Board of Health hereby agree as follows:

## **I. SCOPE OF SERVICES**

### **The Board of Health shall:**

- Provide leadership and staffing services to the Child Fatality Review Committee;
- Send notices of all meetings, including those of subcommittees, to the members of the Child Fatality Review Committee;
- Provide the agenda and other relevant materials for all meetings;
- Staff the Committee and all sub-committees;
- Record attendance and ensure that minutes of all meetings are recorded and presented to the Child Fatality Review Committee and subcommittees for review at their next regular meeting, and then re-collected in order to maintain confidentiality;
- Use standardized information gathering techniques to help determine secondary causes of death and other contributing factors;
- Work with the Cuyahoga County Medical Examiner to collect data on all sudden and suspicious child death cases;
- Use standardized review forms to categorize and analyze cases;
- Collect data for statistical analysis on all cases in a timely manner;
- Present data and analysis to Health & Human Services staff in timely manner for quarterly electronic publication and annual executive summary;
- Conduct medical and other relevant data review for all child death cases;
- Maintain a database with all the above information and provide appropriate analysis and reports as reasonably requested throughout the year;

- Develop recommendations for action based on case review findings and identify opportunities for immediate action through committee members, when appropriate;
- Assist with the production of quarterly electronic reports to the community incorporating data and other information on emergent causes identified through the committee based on data;
- Provide data to the Ohio Department of Health each year by April 1<sup>st</sup> for inclusion in the statewide data base and publication of the Ohio Child Fatality Review Annual Report.
- Produce an annual report for publication including analysis of data, progress and recommendations for action by November 1<sup>st</sup> of 2013.
- Provide educational child safety in-service to family serving agencies and community organizations as practicable.

**The County shall:**

- Provide direction and oversight to the Child Fatality Review Committee including desired outcomes and indicators to be measured as may be reasonably expected or requested by the Board of Health;
- Give direction to the focus and potential tasks for the Child Fatality Review Committee;
- Regularly monitor development of the data and report and provide assistance and direction as needed;
- Participate in the production of the reports and provide assistance and direction as needed;
- Review, revise and adopt recommendations based on the annual report;
- Present the report and recommendations to systems and other appropriate council members with the expectation that program planning and development incorporate findings and recommendations as appropriate.

**II. SERVICE AGREEMENT PERIOD**

The Board of Health shall perform the services described herein for the following period: January 1, 2013 through December 31, 2013.

**III. COST TO THE COUNTY**

The County agrees to reimburse the Board of Health at the rate of \$125,000.00, once per year, based on completion of agreed upon activities and verified with the County.

Reimbursement will correspond to the attached budget narrative.

Payment will be made upon receipt of a proper invoice directed to:

Mary Louise Madigan  
Office of Health & Human Services  
310 W. Lakeside Ave., Suite 500  
Cleveland, Ohio 44113.

This contract shall not exceed \$125,000.00.

**IV. SERVICE AGREEMENT TERMINATION**

Either party may terminate the contract with a thirty (30) day written notice if applicable, and only those services actually provided through date of termination will be paid for.

**V. MODIFICATIONS**

By the mutual written consent of the COUNTY and the Board of Health, this agreement may be modified whenever such modifications are deemed necessary. Any such modifications to this Agreement shall be reduced to writing and signed by both parties.

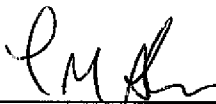
**VI. ANTIDISCRIMINATION**

The Board of Health hereby agrees that in the performance of this Agreement, there shall be no discrimination against any person because of race, color, sex, religion, or national origin, as provided in the Title VII of the Civil Rights Act of 1964, and any such violation, thereof, shall be deemed a breach of said Agreement.

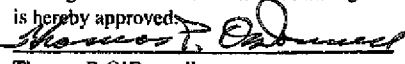
**VII ELECTRONIC SIGNATURE**


By entering into this contract I agree on behalf of the contracting or submitting business entity, 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. 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 THEREOF**, Cuyahoga County and the Board of Health have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By:   
**Terry Allan, Health Commissioner**  
**Cuyahoga County Board of Health**  
Edward FitzGerald, County Executive

The legal form and correctness of this agreement  
is hereby approved:

  
Thomas P. O'Donnell  
Administrative Counsel  
10/19/12  
Date

  
BY: 2013-02-05 15:35:00  
**Cuyahoga County**  
**Office of the Executive**