

**CUYAHOGA COUNTY DEPARTMENT OF SENIOR & ADULT SERVICES
CONTRACTUAL AGREEMENT BETWEEN THE**

**CUYAHOGA COUNTY
and
UNIVERSITY SETTLEMENT, INCORPORATED**

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Department of Senior & Adult Services ("DSAS"), 1701 East 12th Street, Lower Level, Cleveland, OH 44114 (herein after referred to as "DSAS") and University Settlement, Incorporated a corporation not-for-profit, with principal office located at 4800 Broadway Avenue, Cleveland, OH 44127 (herein after referred to as "Provider") for the purchase of Adult Development and Transportation Services.

RECITAL

Whereas, DSAS requires specialized community center-based services from the Provider to assist DSAS in providing an array of social service(s) to seniors and at-risk adult residents of Cuyahoga County, and;

Whereas, the Provider is qualified and willing to provide such services as will be needed by DSAS, and;

Whereas, the Provider has demonstrated through a request for proposal that it possesses the necessary expertise, knowledge, resources and initiative to successfully assist DSAS in accomplishing the aforementioned objectives.

Therefore, in consideration of these tenets, DSAS and the Provider do hereby acknowledge their mutual desire to enter into a contractual agreement. This agreement expressly requires that the Provider make available to DSAS, social services which are subject to the terms and conditions outlined in the body of this contract. Also, all attachments and appendices are deemed to be a part of this contract and the contents therein are hereby considered legally binding.

The aforementioned parties mutually agree upon the following:

ARTICLE I - SCOPE OF SERVICES:

The Provider shall provide the service(s) listed below, in the Provider's proposal and in the Conditions of Participation (Appendix A); such service(s) shall be inclusive of, but not limited to the following:

Adult Development Service Specifications:

Purpose: Adult development services are designed to promote and strengthen the well-being of older persons through involvement and participation in group activities and/or interactions with other persons to alleviate loneliness or isolation.

Adult development activities may include educational subjects and seminars such as learning to use the internet, computer education, college level coursework, reading, and exercise classes (such as Tai Chi or aerobics), arts and crafts, sewing, field trips and sports.

Other group hobbies and interactive activities that promote the nurturing of older persons are also allowable and acceptable.

Unit of Service: One unit of adult development service equals one (1) hour of direct service. The unit rate must include all applicable fees and costs associated with the provision of the service requirements. The County will reimburse the provider for a maximum of 6 units of adult development service delivered to a client per day.

Service Goal & Objective Requirements:

Goal 1: To avoid &/or reduce isolation experienced by clients.

Objective 1-1: 50% of clients will participate in no cost opportunities to interact with others at least twice a week.

Goal 2: To increase &/or maintain client physical activity levels by offering regular, structured group activities that physically challenge clients.

Objective 2-1: 50% of clients will participate in structured, 30 minute physical activity classes at least twice a week.

Goal 3: To increase &/or maintain client cognitive skills by offering regular, structured, group activities that mentally stimulate clients.

Objective 3-1: 50% of clients will participate in structured cognitive activities that enhance memory, critical thinking and stress management for at least 30 minutes a class at least twice a week.

Goal 4: To connect clients with resources that promote and strengthen their well-being.

Objective 4-1: 50% of clients will attend sessions that promote their well-being at least twice a month.

Service Requirements: The provider must furnish supervised client activities through the auspices of an Activity Director.

Daily and monthly schedules of planned activities must be posted in full view for all clients.

Provider must develop and furnish activities that promote and maintain client's Adult Daily Living (ADL); such activities may include but are not limited to the following: arts, crafts, field trips and outings, volunteerism or community programs and services and educational programs.

The provider must perform a client assessment to determine the social need of the client. This does not include supportive services on a one-to-one basis such as bill paying, financial counseling and representative payee services.

If a snack is provided, the provider must follow the recommended dietary allowance (RDA); if meals are prepared, they must be prepared in accordance with the Ohio Department of Health (ODH) Law and Rule (ORC 2231.32) or food Service Operations and the provider must have a current Food Service Operation License and the meal service requirements of rule 173-4-05 of the Ohio Administrative Code.

Personnel Requirements: See Conditions of Participation

Structural Requirements: See Conditions of Participation

Client Service Management: See Conditions of Participation

Transportation Service Specifications:

Purpose: Transportation services are designed to move clients to and from the provider's services, field trips, and other resources via a motorized vehicle.

Unit of Service: One unit of transportation service equals a one-way trip. The unit rate must include all applicable fees and costs associated with the provision of the service requirements. The County will reimburse the provider for a maximum of 6 units of transportation service delivered to a client per day.

Service Goal & Objective Requirements:

Goal 1: To avoid &/or reduce isolation experienced by clients by providing transportation to & from community resources.

Objective 1-1: 50% of clients will utilize the provider's transportation services to access its on-site programs at least twice a week.

Objective 1-2: 50% of clients will utilize the provider's transportation services to visit local museums and other cultural trips organized by the center at least twice a year.

Objective 1-3: 25% of clients will utilize the provider's transportation services to visit local restaurants, theatres and other entertainment venues at least four times a year.

Goal 2 (optional): To enable clients to increase &/or maintain their independence by providing transportation to meet their shopping, banking and prescription needs.

Objective 2-1: 50% of clients will utilize the provider's transportation services to access grocery stores at least twice a month.

Objective 2-2: 50% of clients will utilize the provider's transportation services to access banks at least once a month.

Objective 2-3: 25% of clients will utilize the provider's transportation services to access pharmacies at least once a month.

Objective 2-4: 25% of clients will utilize the provider's transportation services to access general stores at least six times a year.

Goal 3 (optional): To enable clients to improve &/or maintain their well-being by providing transportation to medical appointments.

Objective 3-1: 20% of clients will utilize the provider's transportation services to attend medical appointments at least once a month.

Service Requirements: Providers of transportation services must meet the requirements set forth in 173-3-06.6 of the Ohio Administrative Code.

The provider must ensure and document that all operators and owners of vehicles maintain proof of financial responsibility as required in Ohio Revised Code (ORC) Section 4509.101 for each vehicle utilized. A copy of the valid certificate of insurance and vehicle registration must be maintained in each vehicle.

The provider shall document that an annual check on each vehicle operator has been successfully completed with the Ohio Bureau of Motor Vehicle OBMV.

The provider must maintain documentation of an annual vehicle inspection by a certified mechanic certified by the National Institute for Automotive Service (i.e., "ASE certified")

The provider must maintain documentation of daily inspection and testing of wheelchair lift prior to transporting any client that day.

The provider shall have a written plan for regularly scheduled maintenance and safety inspection for the vehicles in service and shall document compliance with the plan.

Safety belts are required for each client transported, unless the vehicle is exempted by state law.

Personal Qualifications: In addition to the requirements specified in the Conditions of Participation, the provider must ensure that all vehicle operators meet the driver qualifications listed in 173-3-06.6 of the Ohio Administrative Code.

Structural Requirements: N/A

Client Service Management: In addition to the requirements specified in the Conditions of Participation, the provider must provide daily service logs or trips sheets that include service data as follows:

- a. Date of Service
- b. Client name, pick-up point, destination point, time of arrival and time of drop-off.
- c. Client's signature or initial or designee's signature.

ARTICLE II - TERMS OF SERVICE:

The Provider shall successfully provide all services as specified in the contract commencing on **January 1, 2011** and ending on the close of business on **December 31, 2012** 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 Provider's failure to render "satisfactory" services as outlined in the terms and conditions of this agreement, its proposal and other contract deliverables specified herein including subcontracted services (if applicable) shall serve as a breach of this contract and provide DSAS with ample justification to terminate this contract at any time period preceding the aforementioned termination date.

ARTICLE 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 \$99,574.00 for the contract period.**

<i>Service Code</i>	<i>Service</i>	<i>Unit Rate</i>	<i>Units</i>	<i>Total Contracted Reimbursement Value</i>
718	Adult Development	\$5.25	20,000	\$80,850.00
735	Transportation	\$3.21	7,575	\$18,724.00
Grand Total:				\$99,574.00

The contract award is also contingent upon financial participation by the Provider with a required match rate of 23% annually for all billable services.

ARTICLE IV - LIMITATION ON SOURCE OF LOCAL MATCH:

- a. The Provider warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other county, state or federally financed program in either the prior, current or future periods.
- b. The Provider further warrants that its 23% local match is not provided from any source that is prohibited by county, state or federal law.

ARTICLE V - BILLING RATES/UNITS PER SERVICE CODE:

Subject to terms and conditions set forth in this contract, DSAS agrees to purchase on behalf of, and the Provider agrees to furnish to eligible Cuyahoga County residents, those specific social service(s) detailed in this contract and in accordance with the Provider's proposal including subcontractors services (if applicable).

Subject to the limitations specified in Article III, the amount to be paid for purchased services pursuant to the terms and conditions of this agreement will be based on the following unit rate(s) and/or fixed rate structure for the duration of this agreement. The Provider agrees to provide the following service units per service code subject to the limitations specified by the unit rate.

Unit Rate: \$5.25 Service: Adult Development Units: 20,000

Unit Rate: \$3.21 Service: Transportation Units: 7,575

The aforementioned rates will remain in effect for the entire contract period.

ARTICLE VI – BILLING INSTRUCTIONS:

The Provider will receive a list of eligible clients from DSAS on or around the tenth (10) business day of each month. From this list, the Provider will create and submit a billing roster for each service that shall include the number of units of services provided daily per client.

Monthly Rosters: The Provider will submit a billing roster to DSAS covering contracted services rendered to eligible individuals. Billing rosters will be due by the 10th Business day following the monthly transmission of the list of eligible clients by DSAS. Such rosters shall include the actual units of services provided by service code in accordance with Article I and the unit rate based on the authorized rate in Article V.

All Billing Rosters should be returned via email at:

DSASCSSPBilling@yahoo.com

ARTICLE VII – SUBMISSION OF MONTHLY EXPENSE REPORTS:

At the close of each month the Provider will, within fifteen (15) business days, submit to DSAS, a monthly program expense report (**see Exhibit 3**) for each service under contract with the DSAS. The monthly expense report shall include and itemize all actual expenses both direct and indirect charges expended in the performance of all community-based services under contract with the DSAS. All expense reports shall be submitted monthly via email to:

DSASCSSPAUDIT@ODJFS.STATE.OH.US

ARTICLE VIII – TERMS OF PAYMENT:

DSAS will review such roster(s) for completeness before making payment within twenty (20) business days after receipt of an accurate billing roster. All billing rosters submitted are subject to adjustment by the DSAS before such payment is made in order to adjust for mathematical errors, incorrect rates, non-covered services and/or review recoveries; and the reported expenditures are subject to audit by appropriate County, State or Federal officials or an independent audit as describe in Article XVII after payment is made. **Under no circumstances shall this contract exceed \$99,574.00 for the contract period.**

Reimbursement Rate - All services will be reimbursed at a rate of 77% of the roster total. DSAS shall not be required to, nor will it reimburse the Provider for any administrative costs, fees, or other charges for services rendered above and beyond those specified in Article I or the unit rates identified in Article V of this agreement including any subcontracted services.

ARTICLE IX – BILLING TIME LIMIT:

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

- a. Billing Rosters received by DSAS 4 to 11 calendar days after the due date will be subject to a 5% reduction in the amount billed to be paid to the provider.
- b. Billing Rosters received by DSAS 12 to 20 calendar days after the due date will be subject to a 10% reduction in the amount billed to be paid to the provider.
- c. Billing Rosters received by DSAS later than 20 calendar days after the due date will be subject to a 20% reduction in the amount billed to be paid to the provider.
- d. DSAS retains the right to refuse payment to the Vendor when requests for payment are not received within sixty (60) days of the due date.

ARTICLE X - DUPLICATE BILLING:

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

ARTICLE XI - SUBCONTRACTING: (IF APPLICABLE)

When deemed necessary to deliver the quantity and quality of services as specified in this contract and/or the Provider's proposal, the Provider may need to subcontract appropriate services. All such subcontracted services shall be in the same form as stipulated in this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracted services shall in any case release the Provider of its liability under this contract. The Provider is responsible for making direct payment to its subcontractors for such service(s) rendered as part of this agreement. DSAS will not be required to make direct payment(s) to nor held liable for any payment not made by the Provider for subcontracted services provided under the auspices of this contract.

ARTICLE XII – REFERRAL AND ELIGIBILITY DETERMINATION PROCEDURES:

If an individual initially applies to the Provider, the service will be initiated in accordance with the procedures outlined in the RFP (see Attachment I). If individuals initially apply to DSAS for purchased services, DSAS will provide all applicants with a list of those Providers offering the appropriate service(s) who are under contract to the DSAS and/or a referral may be made to a service specific Provider. The Provider of service is solely responsible for determining eligibility, completing the Client Registration Form (CRF), and its submission to DSAS. Unless otherwise specified in this contract, eligibility for each contracted service will be determined as follows:

Service:	Adult Day, Adult Development, Communicatively Impaired, Congregate Meals & Homemaking
Eligibility Criteria	
Residency:	Cuyahoga County
Age:	Sixty (60) years or older OR qualifying adults between the ages of 18 and 59 who are either SSI-Blind &/or SSI-Disabled
Income:	At or below 200% of the federal poverty income guidelines published by the United States Department of Health & Human Services as adjusted every February. Any changes in the federal poverty income guidelines will become effective as of March 1 st of the given year.
Verification of Eligibility to be Maintained by Provider	
<p>The Provider must verify at the time of enrollment/eligibility redetermination (as applicable) that a client meets the eligibility criteria listed above. Clients must have their eligibility redetermined annually while they are enrolled in the program. Copies of all documents used to verify and reverify eligibility must be maintained in the client's file. In addition to a properly executed Community Social Services Program Client Registration Form (CRF), each client file maintained by the Provider must contain photocopies of one of the documents listed for each of the following eligibility criteria showing the client meets the service program's eligibility criteria at the time of enrollment/eligibility redetermination (as applicable):</p>	
Verification of Identity: <i>(to be obtained at enrollment)</i>	<p>Acceptable photo identifications</p> <ul style="list-style-type: none"> - Valid/current Ohio Drivers license - Valid/current Ohio Identification card - Valid/current United States Passport - Military Identification card - Permanent Resident Card <p>Acceptable non-photo identifications</p> <ul style="list-style-type: none"> - Day Care or Nursery School records - Voter Registration card - Insurance papers - Vaccination Certificates <p>Note: If the ID does not contain the client's social security number, the client must also present their signed social security card or a statement from the Social Security Administration containing their Social Security number.</p>
Verification of Age: <i>(to be obtained at enrollment)</i>	<p>Primary</p> <ul style="list-style-type: none"> - Valid Ohio Drivers license - Valid Ohio Identification card - Birth certificate - Social Security statement which includes the client's date of birth <p>Alternate</p> <ul style="list-style-type: none"> - Valid United States Passport - Permanent Resident Card - Military Identification card - School Records - Insurance policies - Draft Card - Official Hospital Record <p>Note: Alternate documents verifying age must show the applicant's name and date of birth or age.</p>

Verification of Income: <i>(to be obtained at enrollment and at each annual eligibility redetermination)</i>	<p>Clients must provide proof of any income received by all of the client's household members including, but not limited to, statements from the Social Security Administration, annual pension plan statement and/or pay stubs for the previous thirty (30) day period. In determining income eligibility, case managers should factor out non-representative pay values (i.e., one-time over-time payment, bonus payments, etc.).</p> <p>Clients claiming no income must provide a notarized self-declaration statement of no income. The previous year's federal income tax return may be accepted as proof of income ONLY for self-employed clients.</p>
Verification of Disability: <i>(to be obtained at enrollment)</i>	Determination of Benefits statement from the Social Security Administration.

Service:	Transportation
Eligibility Criteria	
Residency:	Cuyahoga County
Age:	Sixty (60) years or older OR qualifying adults between the ages of 18 and 59 who are either SSI-Blind &/or SSI-Disabled
Income:	Not Applicable
Verification of Eligibility to be Maintained by Provider	
<p>The Provider must verify at the time of enrollment that a client meets the eligibility criteria listed above. Copies of all documents used to verify eligibility must be maintained in the client's file. In addition to a properly executed Community Social Services Program Client Registration Form (CRF), each client file maintained by the Provider must contain photocopies of one of the documents listed for each of the following eligibility criteria showing the client meets the service program's eligibility criteria at the time of enrollment/eligibility redetermination (as applicable):</p>	
Verification of Identity: <i>(to be obtained at enrollment)</i>	<p>Acceptable photo identifications</p> <ul style="list-style-type: none"> - Valid/current Ohio Drivers license - Valid/current Ohio Identification card - Valid/current United States Passport - Military Identification card - Permanent Resident Card <p>Acceptable non-photo identifications</p> <ul style="list-style-type: none"> - Day Care or Nursery School records - Voter Registration card - Insurance papers - Vaccination Certificates <p>Note: If the ID does not contain the client's social security number, the client must also present their signed social security card or a statement from the Social Security Administration containing their Social Security number.</p>

Verification of Age: (to be obtained at enrollment)	<p>Primary</p> <ul style="list-style-type: none"> - Valid Ohio Drivers license - Valid Ohio Identification card - Birth certificate - Social Security statement which includes the client's date of birth <p>Alternate</p> <ul style="list-style-type: none"> - Valid United States Passport - Permanent Resident Card - Military Identification card - School Records - Insurance policies - Draft Card - Official Hospital Record <p>Note: Alternate documents verifying age must show the applicant's name <u>and</u> date of birth or age.</p>
Verification of Income: (to be obtained at enrollment and at each annual eligibility redetermination)	Not Applicable
Verification of Disability: (to be obtained at enrollment)	Determination of Benefits statement from the Social Security Administration.

ARTICLE XIII - INDEPENDENT PROVIDER STIPULATIONS:

The Provider, its employees, agents and subcontractors will act in accordance with the terms of this contract in an independent capacity and not as officers, employees, agents or subcontractors of DSAS and/or the BOCC.

ARTICLE XIV – MAINTAINING CLIENT AND FINANCIAL RECORDS:

Client Records - The Provider shall prepare and maintain independent client records that reflect client eligibility and participation in community-based services under contract with DSAS as outlined in Article XII and in the "Accounting and Record Keeping Standards" (see Exhibit I). The Provider shall keep client files current and in good order; all completed daily attendance records, client registration forms (CRF), redetermination forms, etc., shall be dated and include the signature of all clients participating in the service or activity under contract with the DSAS. Records must be completed daily and, if applicable, the hours of program participation shall be clearly noted. Each client file shall contain a copy of the completed CRF and other documents as stipulated in Article XII and proof of initial service assessments and/or service reassessments. Such records shall be subject at all reasonable times to inspection, review and/or audit by duly authorized federal, state and DSAS personnel and are subject to inspection by an individual(s) or entity selected to perform the audit as stipulated in Article XVI of this contract. Required formats and examples of acceptable client daily attendance records, logs, etc., for each service under contract with DSAS are attached (see examples 1 – 3 as applicable). Any variations from these forms require prior expressed, written authorization from DSAS.

Financial Records – The Provider shall maintain independent financial records, payroll reports, and other pertinent accounting transactions in good order, which sufficiently and properly reflect all direct and indirect costs expended in the performance of this contract, contained in the monthly expense report and/or used in development of the unit rate for each community-based service(s) under contract with the DSAS. Financial records shall be maintained as stipulated in the "Accounting and Record Keeping Standards" (see **Exhibit I**). Such records shall be subject at all reasonable times to inspection, review and/or audit by duly authorized federal, state and DSAS personnel and are subject to inspection by an individual(s) or entity selected to perform the audit as stipulated in Article XVI of this contract.

Such completed records, logs, and financial documents shall include but not limited to the following:

A. Client Records:

1. Client Daily Attendance Records/Logs for all contracted services
2. Client Case File(s) and Valid Eligibility Verification
3. Client Registration Forms
4. Client Redetermination Forms (as applicable)
5. Client (Re)Assessment Forms (as applicable)
4. Billing Rosters

B. Financial Records:

1. Payroll Distribution Reports/Time Sheets
2. Current Organizational Chart/Position Descriptions
3. Bank Statements/Cancelled Checks
4. General Ledger
5. Accounts Payable Transactions
6. Program Specific Cash/Revenue Receipts
7. Audited Financial Statements

ARTICLE XV - AVAILABILITY AND RETENTION OF RECORDS:

The Provider shall maintain and preserve all financial records related to this contract and other documentation used in the administration of the program including any client information to support and substantiate each service code billed to DSAS as stated in Article I.

All records must remain in the Provider's possession for a period of seven (7) years after the termination date of this contract and/or it must assure the maintenance of and availability of such for a like period of time if in the possession of a second or third party unless otherwise directed by DSAS. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the Provider shall retain records until completion of this action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

ARTICLE XVI - RIGHT TO AUDIT:

DSAS reserves the right to audit and monitor the manner in which the terms and conditions of this contract are being carried out and evaluated through performance audits, the extent to which, the goals and objectives of all contract deliverables are being achieved based on the following scheduled field audits and operational reviews:

a. Financial Audits will be performed by DSAS at least twice annually and upon request by the County or in tandem with another state/federal agency in the event of adverse information pertaining to the operation of the Provider.

b. Compliance and Operational Reviews will be performed by DSAS at least annually for administrative and programmatic compliance of all contract deliverables and/or upon request by the County, or in tandem with another state/federal agency in the event of adverse information pertaining to the operation of the Provider. At least one audit will be announced and one audit may be unannounced.

ARTICLE XVII - RESPONSIBILITY FOR AUDIT:

The Provider agrees to conduct an independent audit of expenditures or determinations of eligibility or both if required by DSAS on the basis of evidence of misuse or improper accounting of funds or in determinations of eligibility for which the Provider is responsible. The Provider will make available the audit report findings, within 30 days of receipt, to DSAS and/or the County or its duly appointed agent.

ARTICLE XVIII - RESPONSIBILITY FOR AUDITED FINANCIAL STATEMENT:

The Provider agrees to submit annually its audited financial statement as prepared by an independent accounting firm at the close of each fiscal year. A complete copy of the audited financial statement must be submitted to DSAS within thirty (30) days after receipt to:

Department of Senior and Adult Services
Attn: Procurement & Contractual Services
1701 East 12th Street, Lower Level
Cleveland Ohio 44114

ARTICLE XIX - RESPONSIBILITY FOR AUDIT EXCEPTIONS:

The 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 DSAS or any appropriate state or federal agency that directly relates to the services billed and payment made by DSAS. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions including, but not limited to the following:

- a. services billed and payment received on behalf of individuals and families who are determined ineligible for services rendered that were not in accordance with policies and procedures established by this contract.
- b. services billed and payment made by DSAS for services not covered by the contract.
- c. duplicate billings, over billings, erroneous billings, and or unsubstantiated *deceptive claims.

The Provider is **not** required to repay an overpayment caused by the negotiated rate being in excess of the Provider's actual costs unless that rate was based upon: non-allowable or deceptive claims of estimated costs; projected expenditures for additional goods, services or personnel which the Provider did not secure; or the contract was negotiated on a cost reimbursable basis.

*As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.

ARTICLE XX - CONTRACT AMENDMENT:

This contract may be amended at any time as mutually agreed to by both parties and a written amendment signed by both parties and submitted to the County for approval in the same manner required by the County's Procurement Policy. Reasons for amendment may include, but are not necessarily limited to the following:

- a. The quality, quantity or scope of purchased services furnished by the Provider has been reduced or increased.
- b. The quality, quantity or scope of purchased services requested by DSAS has been reduced or increased.
- c. The reimbursable fixed unit rate varies significantly from actual cost.
- d. The Provider fails to meet the necessary state and federal licensing requirements.
- e. The local match rate changes.
- f. The time period needs to be extended.

In addition, DSAS reserves the right to unilaterally adjust and amend the maximum contract amount should it determine that the maximum contract amount will not be expended during the contract period based on DSAS' quarterly projections. DSAS will give notice of twenty-one days to the Providers affected advising of the proposed amendment before seeking the County's resolution. The purpose of the twenty-one day notice is to give the parties affected a period of time to discuss the proposed adjustment or amendment.

The Provider expressly waives its signature and approval of the contract amendment submitted to the County permitting the adjustment/amendment, based on information provided in the twenty-one day notice referenced above.

ARTICLE XXI - CONTRACT TERMINATION:

DSAS shall have the right to terminate this agreement for any reason. 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 Provider 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 billing roster on a monthly basis for services rendered. The compensation against this contract shall not exceed the total value stipulated in Article III. Under no circumstances shall DSAS be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this contract.

ARTICLE XXII - SAFEGUARDING/CONFIDENTIALITY OF CLIENT'S INFORMATION:

The Provider agrees that the use of, or disclosure by any of its employees, agents and subcontractors of any information concerning client's information for any purpose not directly related to the administration of this contract or carrying out its responsibilities is prohibited except upon the written consent of the client or his/her responsible guardian and/or DSAS.

ARTICLE XXIII - ANTI-DISCRIMINATION:

DSAS and the Provider 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 Provider 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 Provider also agrees as a condition of the 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 Provider or its agents or subcontractors are found to be out of compliance with any aspects 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.

ARTICLE XXIV - INDEMNITY:

The Provider agrees that it will, at all times during the existence of this 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, 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 Provider, its servants or agents that arise out of the injuries or damages sustained during performance of services against this contract.

ARTICLE XXV - INSURANCE:

The Provider shall have in effect during the term of the contractual agreement comprehensive auto and general liability insurance wherein **CUYAHOGA COUNTY AND ITS EMPLOYEES ARE NAMED AS CO-INSURED OR ADDITIONAL INSURED.**

This insurance shall protect the Provider, Cuyahoga County and its employees, and any subcontractor performing work covered by the contractual agreement against claims for damage for personal injury including accidental death, as well as for property damages which may arise from operations under the contractual agreement whether such operations be by Provider or by any subcontractor or by anyone directly or indirectly employed by either of them.

An exact copy of such insurance policy or policies shall be made available to the contracting authority for review upon request. A Certificate of Insurance with the following minimum levels of such insurance shall be submitted as follows:

- a. Bodily Injury Liability: \$250,000 per person, \$500,000 per accident
- b. Property Damage Liability: \$50,000 per accident, \$100,000 per aggregate.
- c. Comprehensive Automobile Liability: \$250,000 per person, \$500,000 per accident.

The Provider shall either (1) require each of its subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability, Property Damage and Vehicle Liability Insurance of type and in the amounts specified above, or (2) the Provider shall insure the activities of its subcontractor in its own policy as specified above.

The policy or policies shall contain the following, special provisions:

"The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be mailed to the Department of Senior & Adult Services".

Any and all expense incident to the furnishing of all insurance required of the Provider shall be borne by the Provider and shall be included in its unit price bid in the contract.

ARTICLE XXVI - PUBLICITY:

In any publicity release or other public reference including media release, information pamphlets, client sign-in sheets, etc., on the services provided as part of this contract, it will clearly state that the project is funded in part by Cuyahoga County through the Health & Human Services Levy.

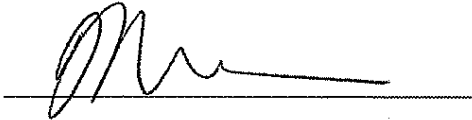
XXVII. ELECTRONIC TRANSACTION:

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 transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, ^{the County} ~~the BOCC~~ and Provider have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

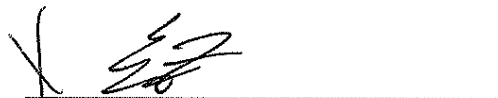
UNIVERSITY SETTLEMENT,
INCORPORATED

By:



County of Cuyahoga, Ohio

By:



Edward FitzGerald, County Executive