

Contract

This contract entered into this ____ day of _____ 2011, by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY") and United Way of Greater Cleveland located at 1331 Euclid Avenue, Cleveland, Ohio 44115 (hereinafter called the PROVIDER) is for the 211/First Call for Help referral line to enhance access to free and low cost prescription drugs through the Cuyahoga MedRefer Program (hereinafter the PROGRAM), an initiative designed to provide access to free and low cost prescription drugs for uninsured and underinsured Cuyahoga County residents.

WHEREAS, the COUNTY desires to have the PROVIDER promote access to free and low cost prescription drug services using its established ability to triage clients needs and provide information and referral services to residents calling 211/First Call For Help.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the COUNTY and the PROVIDER hereby agree as follows:

ARTICLE 1 TERMS OF CONTRACT

1.1 SCOPE OF SERVICES

Provider shall:

- A. 211/First Call for Help will be advertised as the number to call, 24-hours a day, for people who are uninsured or underinsured and/or are in need of affordable health care or prescription drug assistance.
- B. Triage callers expressing a need for prescription drug services, e.g. assess eligibility for low-cost or free prescription drug options such as Patient Assistance Programs (PAP).
- C. Connect residents determined to meet PAP eligibility guidelines to application assistance utilizing the second tier assistance. The second-tier would be a designated staff person who would complete the PAP application offered by a pharmaceutical company to acquire free medication, mail the forms to the caller, send the application to the physician and help the caller submit the paperwork to the drug company.
- D. Connect consumers to other health care safety net support systems. Trained Information and Referral Specialists would assess callers for health care and prescription drug needs and provide referrals to appropriate community agencies. This could consist of a referral to Medicaid, Medicare, a local community clinic, a prescription discount program or other programs that may be suggested by the COUNTY and/or reviewed by Research Department at 211/First Call For Help.

- E. Utilize HIPPA compliant software for “second tier” callers to the program to ensure each caller requiring second-tier assistance is in receipt of a copy of the privacy practices and acknowledgement form, as required by HIPPA.
- F. Report 211/FCFH outcomes of program referrals to second tier assistance (PAP referrals) and other health care referral options through the use of standard 211 follow up and survey procedures.
- G. The Research Department will provide ongoing research on what programs are available for prescription drug assistance and low-cost prescription drug options and will ensure that the database is up-to-date on specific programs.
- H. The Research Department will develop a prescription assistance fact sheet, which will be provided to callers as needed.
- I. Provide two reports:
 - 1. Provide a mid-year report by July 15, 2011 for data through June 30, 2011.
 - 2. Provide an annual report by January 15, 2012 for data through December 31, 2011.
- J. Provide marketing services by using their database to mail information about the program to organizations in Cuyahoga County on a quarterly basis.

The County shall:

- A. Provide direction and oversight to the PROVIDER, including:
 - 1. Content of written reports, and
 - 2. Structure and protocols related to the Cuyahoga MedRefer Program.

1.2 TERM

This contract will be effective from January 1, 2011 through December 31, 2011 inclusive, unless otherwise terminated or extended by formal amendment.

1.3 CONTRACT TERMINATION

The COUNTY may terminate the contract with a thirty (30) day written notice to PROVIDER. Only those services actually provided through date of termination will be paid.

1.4 **COMPENSATION/METHOD OF PAYMENT**

The COUNTY agrees to compensate the PROVIDER for calendar year 2011 in an amount not to exceed \$113,500 after execution of this Contract and receipt of an invoice bearing the contract name, number, invoiced amount and purpose.

**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 PROVIDER 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 PROVIDER's acts or omissions in connection with services rendered pursuant to this Agreement. In addition, the PROVIDER 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 PROVIDER 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 PROVIDER have authority to do so.
- 2.11 **Insurance.** The PROVIDER shall be insured or contract for such insurance as is responsibly necessary to adequately secure the persons against reasonable foreseeable torts, which would cause injury or death.
- 2.12 **Antidiscrimination.** The PROVIDER hereby agrees that in the performance of this Contract, 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.
- 2.13 **Accounting and Reporting Procedures.** The COUNTY shall have access, for purposes of audit and examination, to any books, documents, papers and records of the provider that are pertinent to the subject matter.
- 2.14 **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 PROVIDER:

Stephen Wertheim, Director
First Call for Help
1331 Euclid Avenue
Cleveland, Ohio 44115

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.

United Way of Greater Cleveland

By: K. Michael Benz, President

K. Michael Benz 12/13/10

County of Cuyahoga, Ohio

By:

Edward FitzGerald, County Executive