OFFICE OF HEALTH & HUMAN SERVICES PURCHASE OF SERVICE CONTRACT WITH THE HUFFMAN GROUP, LLC

THIS CONTRACT/AGREEMENT entered into this _____ day of April, 2012 by and between the Cuyahoga of County, Ohio (the "County"), and The Huffman Group, LLC, with principal offices at 20600 Chagrin Blvd., Suite 750, Beachwood, Ohio 44122 (the "Provider")

I. SCOPE OF SERVICES

PROVIDER shall provide the following services as part of the Cuyahoga County Fatherhood Conference.

- Serve as consultant on all collaborative efforts with County staff, Fatherhood Steering Committee, Community Agencies, other consultants, and Fatherhood Practitioners to ensure participation of Fatherhood and Family organizations, Fatherhood professionals, and fathers of the County; to ensure coordination of all aspects of the event; and to ensure a successful conference
- Coordinate room set-up, menu, audio visual needs, logistics, etc. for the conference.
- Oversee the creation of posters, event invitations and event programs.
- Develop and execute a public relations schedule and media relations program, in collaboration with the principal media consultant for the Fatherhood Program.
- Collaborate with County staff to ensure compliance with County procedures and expectations.
- Coordinate volunteer and staff as necessary.
- Manage the recruitment and confirmation of participants, presenters and speakers including travel and lodging arrangements as required.
- Manage activities such as registration, program awards, recordkeeping, evaluation of conference events, and father's recognition.
- Direct the coordination of outreach efforts to other elected officials throughout the state.
- Coordinate the follow up activities such as thank you letters, evaluations and the return of county property as well as post conference briefings and a final conference report.

Provider will also provide the following reports:

- Provide a mid-project report by June1, 2012.
- Provide a final project report by June 30, 2012.

The Cuyahoga County Fatherhood Initiative shall:

Provide direction and oversight to the PROVIDER as may be reasonably expected or requested.

Develop focus and tasks for the project including desired outcomes and indicators to be measured.

Regularly monitor development and provide assistance and direction as needed.

II. <u>TERM</u>

This contract will be effective from May 1, 2012 through June 30, 2012 inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the contract cannot exceed \$6,000.00 over the life of this contract. If the amount of the invoices exceeds the amount of the contract, the PROVIDER realizes that no additional funds will be paid over and above the total amount of the contract.

III. CONTRACT 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.

IV. COMPENSATION/METHOD OF PAYMENT

The COUNTY agrees to reimburse The Huffman Group, LLC, at the rate of \$6,000.00 based on completion of agreed upon activities verified by the Office of Health and Human Services. The PROVIDER will submit monthly, a detailed invoice specifying services provided. Once invoices are received and approved, payment will be made to the PROVIDER within thirty (30) days.

This contract shall not exceed \$6,000.00.

V. MODIFICATIONS

By the mutual written consent of the COUNTY and the PROVIDER, 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. <u>ANTIDISCRIMINIATION</u>

The PROVIDER 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.

VIII. 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 case injury or death.

IX. INDEMNITY

The PROVIDER agrees to release, indemnify and to hold harmless the Board, and all its agents, representatives or employees from any and all responsibility or liability for the provider's failure to perform its duties and obligations under this contract.

X. 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.

XI AMENDMENT

This Agreement constitutes the entire Agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. The PROVIDER agrees that no representation or warranties shall be binding upon the COUNTY unless expressed in writing herein or in a duly executed amendment hereof.

By entering into this contract I agree on behalf of the contracting business 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.

XII. NOTICES

All notices and communications provided hereunder shall be in writing and sent to the following:

For the COUNTY:
Aldonis C. Grimes
Fatherhood Coordinator
Virgil Brown Building
1640 Superior Avenue, Suite 80
Cleveland, Ohio 44114
216-698-2869

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date below written.

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

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THE HUFFMAN GROUP, LLC