

CONTRACT

THIS Contract made and entered into this _____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (the "County"), and the Cleveland Rape Crisis Center, a Corporation not-for-profit with Principal offices located at 526 Superior Avenue, Suite 1400, Cleveland Ohio 44114 (hereinafter referred to as the "PROVIDER").

WHEREAS, pursuant to the Violent Crime Control Law Enforcement Act of 1994, the State of Ohio, through its Office of Criminal Justice Services, has approved the STOP: Violence Against Women Act Sub Grant Award for the use of funds to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women and to develop and strengthen victim services in cases involving violent crimes against women, and;

WHEREAS, the State of Ohio awarded a Sub Grant for the Fiscal Year 2011 Stop: Violence Against Women Act Grant (VAWA) to the COUNTY for implementation of the program as set forth in the application attached hereto and incorporated herein, and;

WHEREAS, it is necessary that the COUNTY and the PROVIDER enter into a Contract in order to carry out the Cleveland Rape Crisis Center's "Direct Services for Survivors of Sexual Assault" project as set forth in the attached application and description of the program.

WHEREAS, the 2011 STOP: Violence Against Women Act Grant Program funds were awarded to the COUNTY, for the County, and on behalf of the Cleveland Rape Crisis Center's "Direct Services for Survivors of Sexual Assault" project in Cuyahoga County, and the following documents consisting of Attachments I, II, III and Exhibits A, B and C, are incorporated herein as part of this Contract:

- Budget Detail and Narrative (Attachment I)
- Standard Federal Sub Grant Conditions Handbook (Attachment II)
- 2011 VAWA Funding Cuyahoga County Solicitation for Applications (Attachment III)
- Monthly Financial Report Form (Exhibit A)
- VAWA Mid-Year Report (Exhibit B)
- STOP Program Annual Progress Report (Exhibit C)

WHEREAS, it is necessary that the COUNTY and the PROVIDER enter into a Contract in order to carry out the services of the program.

NOW, THEREFORE, the parties hereby agree as follows:

I. SCOPE OF SERVICES

The PROVIDER will provide all services as set forth in Attachment "I" (application, programmatic detail and approved budget) during the period January 1, 2012 through and including December 31, 2012, or as adjusted by approved formal request of a grant period change, program modification or grant extension. Any changes in approved staff positions, program focus, or deviations from the original application must be set forth in writing and approved by the COUNTY prior to implementation. Turnover within staff positions and their replacement should be reported in writing to the COUNTY.

II. COMPENSATION

A. REIMBURSEMENT

The COUNTY shall reimburse the PROVIDER for allowable expenses incurred in providing the above services, wholly out of funds granted by the Federal and/or State Government for the program. In no event shall compensation exceed **Seventy Eight Thousand Dollars and Zero Cents (\$78,000.00)**.

B. MATCH REQUIREMENTS

Such expenses shall be incurred by the PROVIDER in accordance with the approved Program Budget as set forth in Attachment I. The matching share required must be deposited or committed by the termination of the grant. The COUNTY reserves the right to deny payment requests on approved programs pending the receipt of documentation of the matching share. The PROVIDER shall document use of the required match in the financial report as defined in section VI.

III. METHOD OF PAYMENT

The COUNTY shall make payment to the PROVIDER on the basis of the approved Program Budget as set forth in Attachment I. Invoices shall reflect the expenditures reported in the Monthly Financial Report Form (Exhibit A) required in Section VI of this CONTRACT. Monthly Financial Reporting will be required during the grant period. Reimbursement for expenditures shall be made within Forty Five (45) days after receipt by the COUNTY of a financial report detailing expenses incurred, provided that the funds for the project have been

deposited with the COUNTY. In no event shall any expenditure by the PROVIDER be reimbursed unless said expenditure is included in the schedule of expenses and proper documentation attached. The COUNTY may withhold reimbursements if the PROVIDER has been found and notified of non-compliance status with Federal, State and/or COUNTY requirements, regulations and conditions.

IV. GRANT CONDITIONS

The PROVIDER shall comply with all special and standard grant conditions as set forth in the Standard Federal Sub Grant Conditions Handbook and the 2011 VAWA Funding Cuyahoga County Solicitation for Applications (Attachments II and III), which was part of the application packet and set forth additional grant conditions. These documents are incorporated by reference and made part of this Contract.

V. AUDITS

A. AUDITS

The COUNTY, the Ohio Office of Criminal Justice Services and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of any books, papers, program site, staff, clients, and records of the PROVIDER that are pertinent to the subject grant. The COUNTY shall provide the PROVIDER with three (3) days advance written notice of intent to audit.

B. FINAL AUDITS

Final audits of criminal justice projects shall be made by the Auditor of State at each level of local government in accordance with standard time schedules. The Ohio Office of Criminal Justice Services or its duly authorized representative may make preliminary audits. The PROVIDER agrees to cooperate with Federal, State, and local auditing requirements and comply with standards, procedures, and reasonable schedules whether the audit be general, full-scope, financial, compliance, performance, total entity, or other, in accordance with the State of Ohio Office of Criminal Justice Services Standard Federal Sub grant Conditions Handbook Chapter 20, and the applicable requirements of Federal OMB Circulars A-102, A-110, A-122, A-21 and A-27. The COUNTY shall provide the PROVIDER with three (3) days advance written notice of

intent to audit. The PROVIDER is liable to the State of Ohio for the return of all unspent awarded funds or disallowed expenditures as a result of an audit.

VI. REPORTING REQUIREMENTS

A. FINANCIAL REPORTS

The PROVIDER shall furnish to the COUNTY by the tenth (10th) day after the end of each month, a Monthly Financial Report Form (Exhibit A) accompanied with back-up documentation describing expenditure of funds. The Monthly Financial Report Form is attached hereto and incorporated by reference herein as Exhibit A.

B. PROGRAM REPORTS

Program Reports shall be submitted as prescribed by the COUNTY.

1. VAWA Mid-Year Performance Report (Exhibit B) - summarizing project progress in goals, objectives and performance measures as indicated in the grant application.
2. Annual Progress Report for STOP Violence Against Women Formula Grant Program (Exhibit C)-summarizing and detailing the effectiveness of activities carried out with grant funds.

VII. NOTICES

Any reports, notices, invoices, or communications required in this Contract shall be sufficient if sent by the parties via United States Mail, postage paid to the address noted below:

COUNTY: Department of Public Safety and Justice Services,
Public Safety Grants
310 W. Lakeside Avenue – Suite 750
Cleveland, Ohio 44113
ATTN: Manager

PROVIDER: Megan O'Bryan, President and CEO
Cleveland Rape Crisis Center
526 Superior Avenue, Suite 1400
Cleveland, Ohio 44114

or at such other address as the COUNTY may have designated by written notice to the PROVIDER.

VIII. TERMINATION

A. CANCELLATION

This CONTRACT shall terminate on the date stated in Section X or after reasonable notice and opportunity to correct any substantial breach of this CONTRACT. In addition, should the Ohio Office of Criminal Justice Services disapprove the grant award, or for any reason reduce or discontinue the grant of funds thereby causing the COUNTY to receive a lesser amount of funds than that specified herein and contemplated by this CONTRACT then the COUNTY reserves the right to reduce or cancel this CONTRACT.

B. VIOLATION

This Contract may be terminated for failure to meet the terms of this Contract or the failure of the program to meet its stated objectives. The COUNTY will set forth in writing the violation(s) and will state the corrective actions required. The failure to implement the corrective action(s) may cause reimbursement to be delayed, and/or the termination of the program.

C. CONDITIONS

The implementing Provider has the right to request an extension of time that modifies the original time period of this project provided funds are not expended within the designed time period of this Contract and upon approval by the Ohio Office of Criminal Justices Services Provider.

The County shall amend the time period provided a request for same is received sixty (60) days prior to the end of this Contract of financial reporting by the implementing Provider infers

same. An extension shall be granted by the county on a project need basis until the expiration of the amended grant award period.

IX. APPEAL

The PROVIDER may request a budget revision, grant period change, program modification, or grant extension, provided such written requests are:

- A. in the proper format, and
- B. submitted 60 days prior to the expiration of this Contract.

The COUNTY may approve or disapprove the request, and will render a decision in writing. Should the County deny a budget revision, grant period change, program modification, or grant extension, this denial will be final.

X. TERM

This Contract will enter into effect as of 01/01/2012, and unless sooner terminated for cause, will terminate on 12/31/2012, or as provided in "I. Scope of Services."

XI. CUYAHOGA COUNTY HELD HARMLESS

The PROVIDER agrees to indemnify and hold harmless (and at the COUNTY'S request, defend) Cuyahoga County elected officials, and all other persons or organizations cooperating in the conduct of the program, their employees, agents, and officers (each of which persons and organizations is hereinafter called an "indemnitee") from and against any and all claims, loss, damages, liability, costs, expense, judgment or obligation whatsoever, for or in connection with injury (including death) or damage to any person or property resulting from, or in any way connected with the performance or failure to perform obligations hereunder applies without limitation to injury or damage to third parties and Cuyahoga County and its respective property.

XII. NON-DISCRIMINATION

The PROVIDER agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin,

and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated herein to the extent binding upon the PROVIDER.

XIII ELECTRONIC TRANSACTIONS

By entering into this CONTRACT, the Provider agrees 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. The Provider also agrees 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.

XIV COMPLIANCE WITH THE LAW

The PROVIDER agrees to provide the services of the Program in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances.

XV. ENTIRE CONTRACT

This Contract constitutes the full and complete expression of the Contract between the parties and supercedes any prior or contemporaneous oral or written Contracts. This Contract shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the COUNTY and PROVIDER have executed and delivered this Contract as of the date first above written.

Cleveland Rape Crisis Center

BY: _____

Megan O'Bryan, President and CEO

Edward FitzGerald, County Executive

Ed FitzGerald/apc
County of Cuyahoga, Ohio

BY: _____

Edward FitzGerald, County Executive