

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____ 2012, by and between the County of Cuyahoga, Ohio (the "COUNTY"), on behalf of the Cuyahoga County Court of Common Pleas, Corrections Planning Board, Treatment Alternatives to Street Crimes (TASC) Agency, (hereinafter referred to as "Cuyahoga County TASC Agency"), and **Watson, Rice & Company, Incorporated, an Ohio corporation with principal offices located at 850 Euclid Avenue, Cleveland, Ohio 44114, (the "Provider")**.

WITNESSETH THAT:

WHEREAS, the COUNTY, through the Cuyahoga County TASC Agency, issued a Request for Proposal to provide a Fiscal Audit of the Fiscal Year 2012 ODADAS grants on August 20, 2012, and

WHEREAS, PROVIDER submitted the best proposal in response to said request on September 4, 2012, and

WHEREAS, the COUNTY and PROVIDER wish to enter into a contract in order to carry out the proposed plan set forth in this contract and the proposal during the period of November 5, 2012 through and including January 31, 2013 , or as adjusted by approved formal request.

The PROVIDER will provide the COUNTY with Agreed-Upon procedures reports for submission to the Ohio Department of Alcohol and Drug Addiction Services (ODADAS) in order to maintain program compliance in accordance with the Ohio Administrative Code (OAC) 3793:2-1-09 and 3793:2-1-10.

NOW THEREFORE, the parties hereby agree as follows:

I. SCOPE OF SERVICES

The PROVIDER will review and test the Actual Uniform Cost Reports (AUCR) completed for the 2012 fiscal year for the treatment program certified by the Ohio Department of Alcohol and Drug Addiction Services.

The PROVIDER will perform the following procedures as defined by the Ohio Department of Alcohol and Drug Addiction Services Agreed-Upon Procedures requirement:

1. Mathematical Accuracy Testing
2. Personnel Costs Verification
3. Non-Personnel Costs Verification
4. Administrative Overhead Costs Verification
5. Units of Services Verification
6. Comparison of First Budgeted Uniform Cost Report to Actual Uniform Cost Report

The PROVIDER will furnish a summary of the procedures performed in the completion of the Actual Uniform Cost Reports.

The PROVIDER will specify any procedural variance and unallowable costs, if any.

The PROVIDER will complete the Agreed-Upon Procedures report to maintain program compliance and furnish said report to Cuyahoga County TASC Agency.

II. COMPENSATION – METHOD OF PAYMENT

The COUNTY shall reimburse the PROVIDER for the Agreed-Upon Procedure reports for fiscal year 2012 the amount of \$6,600 for the Cuyahoga County TASC Agency, wholly out of special revenue funds generated through the provision of services through the TASC Program.

Payment shall be made by the COUNTY to the PROVIDER based upon successful completion of the three stages of completion of the above-mentioned Scope of Services and further defined in PROVIDER's response to the Request for Proposal submitted September 4, 2012, and made a part hereof, within thirty (30) days following the receipt of the Invoices, and shall be made after the PROVIDER provides a detailed, documented invoice of services provided. **Compensation shall not exceed \$6,600.00.**

The COUNTY may withhold reimbursements, if the PROVIDER is found and notified of non-compliance status with Federal, State and/or COUNTY requirements, regulations and conditions.

III. CUYAHOGA COUNTY HELD HARMLESS

The PROVIDER, agrees to indemnify and hold harmless and defend Cuyahoga County elected officials, and all other persons or organizations cooperating in the conduct of the program, and their employees, agents, and officers (each of which persons and organizations is hereinafter called an "indemnity") 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 by the PROVIDER and applies without limitation to injury or damage to third parties and Cuyahoga County and its respective property.

IV. AVAILABILITY

None of the work or services covered by this contract shall be subcontracted without the prior written approval of the COUNTY.

V. TERM

This Agreement will enter into effect as of **November 5, 2012**, and unless sooner terminated for cause, will terminate on **January 31, 2013**, unless otherwise extended and approved in writing by the COUNTY.

VI. 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.

VII. TERMINATION

This contract shall terminate on the date stated above or after thirty (30) days written notice during the term of the contract. The County reserves the right to reduce or cancel this contract.

VIII. PROVISIONS CONCERNING CERTAIN WAIVERS

Subject to applicable law, any right or remedy which the COUNTY may have under this agreement may be waived in writing by the COUNTY, if in the judgment of the COUNTY, this Agreement, as modified, will still conform to the terms and requirements of the pertinent law.

IX. WHEN RIGHTS AND REMEDIES ARE NOT WAIVED

In no event shall the making by the COUNTY of any payment to the PROVIDER constitute or be construed as a waiver by the COUNTY of any breach of covenant, or any default which may exist on the part of the PROVIDER. This agreement may be modified whenever any such breach or default exists and shall in no way impair or prejudice any right or remedy available to the COUNTY in respect to such breach or default.

X. MODIFICATIONS

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

XI. NOTICE

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

COUNTY:

**Maria Nemec, Executive Director
Cuyahoga County TASC Agency
Court of Common Pleas Corrections Planning Board
1276 West Third Street, Suite 210
Cleveland, Ohio 44113 Telephone: 216-443-8250**

PROVIDER:

**Robert Rice, CPA, Managing Partner
Watson, Rice & Company, Incorporated
601 City Club Building
850 Euclid Avenue
Cleveland, Ohio 44114 Telephone: 216-696-0767 ext. 12**

Or at such other addresses as the County may have designated by written notice to the PROVIDER.

XII. 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.

XIII. ENTIRE AGREEMENT

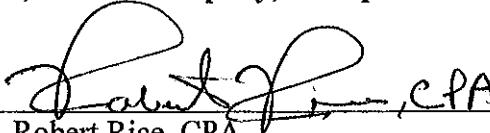
This Agreement constitutes the full and complete expression of the Agreement between the parties and supersedes any prior contemporaneous oral or written agreements. This Agreement shall not be amended, except by a written instrument signed by both parties.

**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 COUNTY and the PROVIDER have executed and delivered this Agreement as of the date first above written.

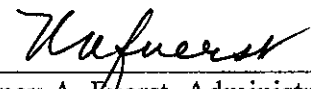
Watson, Rice & Company, Incorporated

BY:  CPA
Robert Rice, CPA

County of Cuyahoga, Ohio

BY:  etc
Edward FitzGerald, County Executive

**Cuyahoga County Court of Common Pleas
Corrections Planning Board**

BY:  Nancy A. Fuerst
Nancy A. Fuerst, Administrative & Presiding Judge