

CONTRACT

THIS CONTRACT made and entered into the ____ day of _____, 20____ by and between Cuyahoga County on behalf of the Cuyahoga County Department of Health and Human Services Office of Reentry, a governmental agency (hereinafter referred to as "COUNTY") and United Way of Greater Cleveland, a not-for-profit agency doing business at 1331 Euclid Avenue, Cleveland, Ohio (hereinafter referred to as the "UWGC").

WITNESSETH THAT:

WHEREAS, THE COUNTY seeks to continue its efforts in developing collaborative partnerships with community and faith-based organizations to assist in their reentry efforts and assisting formerly incarcerated individuals to become self-sufficient; and

WHEREAS, THE COUNTY desires to enter into an agreement with UWGC to support resources for formerly incarcerated and to provide them with a useful tool that will provide information needed to help with acquisition of day-to-day basic needs;

NOW, THEREFORE, the COUNTY and UWGC hereto agree as follows:

I. SCOPE OF SERVICES

UWGC shall:

- Provide staff research to effectively update the "*Going Home to Stay*" service directory guidebook with current information
- Complete full updates and revisions to the existing guidebook and provide the finished updated guidebook as camera-ready artwork to the Office of Reentry suitable for printing
- Distribute the 2013 *Going Home to Stay Guide* to currently incarcerated individuals, formerly incarcerated individuals, the Office of Reentry, community and faith-based organizations.

II. TERM

This contract shall be in effect for the period February 1, 2013 through December 31, 2013.

III. REPORTING REQUIREMENTS

Required Documentation and Reporting Records of all service provided to all individuals in the agreement. The COUNTY reserves the right to request additional reports pertaining to the specific program during the agreement period. It is the responsibility of UWGC to receive final approval of the *Going Home to Stay Guide* from the Office of Reentry, prior to submission for publication, and furnish the Office of Reentry with reports and information as requested. The Office of Reentry has final rights for editorial suggestions, proofreading, and vetting (to appraise, verify, or check for accuracy, authenticity, validity, etc.) for all information printed in the guide.

IV. COMPENSATION

Billing and Payment – the UWGC will submit an invoice following service, with accompanying reports and supporting documentation to the County. The county will review such invoices for completeness and correctness and any information necessary before processing payment of funding within thirty calendar days after receipt of an accurate invoice. Payment shall be made wholly out of funds allocated to the Department of Health and Human Services. Compensation shall in no event for said services exceed \$17,500.00 and the County reserves the right to withhold payment until such time as requested and/or required reports are received.

If the amount of the invoices exceeds the amount of the contract, the UWGC realizes that no additional funds will be paid over and above the total amount of the contract, under any circumstances, even if additional services are provided.

- A. UWGC will indicate on all invoices the agreement number, type of service being rendered, dates service was rendered, and the agreement period. The invoice should also show the agreement amount minus the invoice amount to reflect the remaining balance in the agreement in order to obtain reimbursement.
- B. UWGC shall require that the following unallowable costs are not included in the determination of the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are: bad debt, bonding costs, contingencies, contributions or donation, entertainment costs, costs of alcoholic beverages, goods or services for personal use, fines, penalties and mischarges costs, gains and losses on disposition or impairment of depreciable or capital assets, losses on other contracts, organization costs, costs related to legal and other proceedings, goodwill, asset valuations resulting from business combinations, and legislative lobbying costs.
- C. The UWGC warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this agreement program in accordance with the requirements of Section IX.

V. AVAILABILITY OF FUNDS

Payments for all services provided in accordance with the provisions of the Contract are contingent upon the availability of public and/or private funds designated for this service. UWGC warrants that any cost incurred pursuant to this Contract will not be allowable or included as a cost of any other public, private or not-for-profit entity.

VI. MODIFICATION

This contract may be amended at any time whenever such amendments or modifications are mutually deemed necessary. Any such modifications shall be in writing and signed by both parties.

VII. TERMINATION

Either party may terminate the contract, with or without cause, upon receipt of written notice to the other party at least thirty days prior to the date of termination. Upon the expiration of thirty

days after notification, the obligations of all parties under this contract shall cease, except that the county will reimburse UWGC for services rendered prior to the date of termination.

VIII. SUBCONTRACTING

All subcontracting agencies are subject to the same terms, conditions, and covenants contained herein. No such subcontracted work shall in any case release UWGC of its liability under this contract.

IX. FINANCIAL RECORDS

UWGC shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state or department personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit if required.

X. AVAILABILITY AND RETENTION OF RECORDS

UWGC shall maintain and preserve all records related to this contract for a period of three years. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, UWGC shall retain the records until completion of the action and all issues which arise from it or until the end of the three year period, whichever is later.

XI. RESPONSIBILITY FOR AUDIT EXCEPTIONS

UWGC agrees to accept responsibility for receiving, replying to or complying with any audit exception by appropriate federal and state audit directly related to the provisions of the UWGC contract. UWGC agrees to pay the county for all amounts due as a result of audit exceptions through the contract.

XII. ANTI-DISCRIMINATION

UWGC hereby agrees that in the performance of the contract, there shall be no discrimination against any person because of race, color, sex, religion, disability, national origin or any other factor as specified in Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Allegations of violation may be subject to investigation by the Office of Civil Right Commission, and if the UWGC is found out of compliance with said Commission, such discriminatory act may result in a breach of this contract. It is further agreed that the UWGC will comply with all appropriate federal and state anti-discrimination laws and the rights/method of appeal will be made available to all persons under this contract.

XIII. INSURANCE

UWGC shall be insured or contract for such insurance as is responsibly necessary to adequately secure its employees involved in this project against reasonable foreseeable torts, which could cause injury or death.

XIV. INDEMNIFICATION

UWGC agrees to protect, defend, indemnify and hold the County, their officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of the UWGC, negligent or otherwise, and its employees, officers, agents or independent contractors. The UWGC agrees to pay all damages, costs and expenses of the County, its officers, agents or employees in defending any action arising out of the aforementioned acts or omissions.

XV. RELATIONSHIP OF PARTIES

In performing the services specified under the terms of this contract, the parties shall not be considered joint ventures. The parties mutually agree that the UWGC is acting as an independent contractor and that the respective employees of each party shall not be agents or employees of the other.

XVI. PUBLICITY

In any publicity release or other public reference including a media release, information pamphlets, etc. relative to the services provided under this contract, it will be clearly stated that the project is part of and funded by the county. UWGC is also responsible for providing a copy of the above to the county at the time of the release.

XVII. ENTIRE CONTRACT

This contract constitutes the entire contract and understanding between the parties relating to the subject matter of this contract and supersedes any and all oral or prior written representations, understandings, or contracts between the parties with respect thereto.

XVIII. ELECTRONIC AGREEMENT

By entering into this Agreement, UWGC agrees on behalf of its officers, employees, subcontractors, sub grantees, agents or assigns, to conduct this transaction 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. UWGC 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.

XIX. NOTICES

All notices, invoices, payments and communications provided for here under shall be sufficient if sent by the parties via the US Postal Service, first class prepaid, to the following:

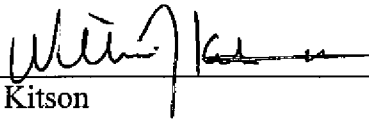
County: Bonnie Thomas
Contract Compliance
Office of Reentry – Dept. of Health and Human Services
310 West Lakeside Avenue #550
Cleveland, OH 44113

United Way of Greater Cleveland: Stephen Wertheim

United Way of Greater Cleveland
1331 Euclid Avenue
Cleveland, OH 44113

IN WITNESS WHEREOF, the County and United Way of Greater Cleveland hereto have caused the contract to be executed. The parties represent that the signatories below are duly authorized to sign on behalf of their organizations and bind them to the foregoing terms.

UNITED WAY OF GREATER CLEVELAND




Bill Kitson
President & CEO

Date: 12/10/12

CUYAHOGA COUNTY

Edward FitzGerald, County Executive



2013-02-05 15:35:28
Edward FitzGerald
County Executive

Date: _____