

**CUYAHOGA COUNTY DIVISION OF SENIOR & ADULT SERVICES
CONTRACTUAL AGREEMENT BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
BENJAMIN ROSE INSTITUTE ON AGING**

THIS AGREEMENT (the "Contract"), dated as of _____, 2013 is made and entered into by and between County of Cuyahoga, Ohio, hereinafter referred to as the ("County") on behalf of the Division of Senior & Adult Services, 13815 Kinsman Rd., Cleveland, Ohio 44120, hereinafter referred to as ("DSAS") and Benjamin Rose Institute on Aging a not-for-profit corporation, with principal offices located at 11900 Fairhill Road, Suite 300, Cleveland, Ohio 44120-1053, (the Vendor).

WITNESSETH

WHEREAS, DSAS seeks to contract with vendor to provide evaluation services.

WHEREAS, vendor has demonstrated that they possess the necessary expertise, knowledge, resources and initiative to successfully provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, DSAS and the Vendor agree to the following:

I. SCOPE OF SERVICES:

The Vendor shall provide the listed service(s). Such service(s) shall be inclusive of, but not limited to the following:

- The Vendor shall complete a perception study to evaluate the experience of the individual members of the Cuyahoga County APS Interdisciplinary Team using a structured, reliable survey.
- The Vendor shall administer a written survey to both the Steering and Case consult I-Team members.
- The Vendor shall generate a report of the findings based on the data collected and analyzed by the evaluator.

Service Objective Requirements:

- To research, identify and document the I-Team Member's demographic, job characteristics and training, involvement with the team and general knowledge of the I-team.
- To research, identify and document the I-Teams Member's perceptions of the I-team functioning and effectiveness.
- To research, identify and document the I-Team Member's overall satisfaction.

- To research, identify and document how the I-Team might be improved.
- To translate the project survey findings into evidence-based programs.
- To utilize the research findings to redesign and implement needed improvement to sustain the APS I-Team going forward.

II. TERMS OF SERVICE:

The Vendor shall successfully provide all services as specified in this contract commencing on **May 15, 2013** and ending on the close of business on **September 15, 2013**, which serves as the official termination date of this contract. All services outlined in this contract must be performed to the full and complete satisfaction of DSAS.

The Vendor's failure to render "satisfactory" services as outlined in the terms and conditions of this agreement shall serve as a breach of this contract and provide DSAS with ample justification to terminate this contract at any time preceding the aforementioned commencement date.

III. CONTRACT VALUE:

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability and appropriation of local funding and allocation of federal funds annually. **The total amount of the contract shall-not-exceed \$5,250.00 for the contract period.**

IV. TERMS OF PAYMENT:

Upon receipt, the Financial Services Unit will review the invoice for completeness and accuracy before making payment (within thirty (30) days of receipt). Payment made will not be subject to late fees or interest payment penalties.

UNDER NO CIRCUMSTANCES SHALL DSAS REIMBURSE VENDOR MORE THAN FIVE THOUSAND TWO HUNDRED AND FIFTY DOLLARS \$5,250.00 WHICH IS THE TOTAL OF THIS CONTRACT.

The invoice with contract number should be forwarded in duplicate to:

**Division of Senior and Adult Services
Attn: Financial Services Unit
13815 Kinsman Rd.
Cleveland, Ohio 441120**

V. PAYMENT TIME LIMIT:

DSAS reserves the right to withhold payment from the Vendor in the event invoices for services rendered are not submitted for payment in a timely manner based on the following:

- a. Invoices submitted 30 days or more after the end of the service month during the contract period, and/or
- b. Invoices submitted 30 days or more after the expiration of the contract, and/or
- c. Invoices submitted in excess of 30 days after services are rendered for a prior or federal fiscal period for which DSAS may not be able to claim or receive state/federal reimbursement.

VI. DUPLICATE BILLING:

The Vendor warrants that invoices submitted to DSAS or the County for payment of purchased services shall be for actual services rendered and are not duplicate claims made by the Vendor to other government entities, municipalities or non-profit organizations for the same service.

VII. PUBLICITY:

In any publicity release or other public reference including media release, information pamphlets, etc., on the program developed as part of this contract, it will clearly state that the project is in part funded by the County of Cuyahoga.

VIII. ANTI-DISCRIMINATION:

DSAS and the Vendor agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments including the Americans with Disabilities Act of 1992.

It is further agreed that the Vendor will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract.

The Vendor also agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

If the Vendor or its agents or subcontractors is found to be out of compliance with any aspect of this provision, it may be subject to investigation by DSAS, the County or its duly appointed agent and subject to termination of this contract.

IX. INDEMNIFICATION:

The Vendor agrees that it will, at all times during the existence of this vendor contract indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County or any and all of its officers, agents, servants or employees thereof, for or on account of any injuries or damages received or sustained by a party or parties from any act of the Vendor, its servants or agents that arise out of the injuries or damages sustained during performance of services against this contract.

X. CONTRACT TERMINATION:

DSAS shall have the right to terminate this agreement for any reason as a result of the Vendors failure to perform all contract deliverables as specified within this agreement. Either party shall have the right to terminate this contract upon thirty (30) days written notice to the other party if either party does not meet the terms and conditions specified in this contract. The Vendor shall provide all services required by this contract up to and including the date of termination, and shall be compensated upon receipt of an itemized invoice for services rendered. Under no circumstance shall DSAS be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this contractual agreement.

XI. CONTRACT AMENDMENT:

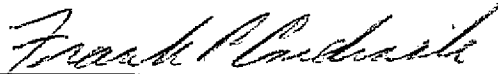
This contract represents the entire integrated agreement between DSAS and the Vendor and it supersedes all prior negotiations, representations, or agreements either written or oral. By mutual consent of DSAS and the Vendor this contract may be modified at anytime as mutually agreed to by both parties, whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by both parties.

XII. ELECTRONIC SIGNATURES:

By entering into this Agreement the vendor agrees on behalf of 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. The vendor also agreed on behalf of the aforementioned entities and persons, to be bound by the provisions of the 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.

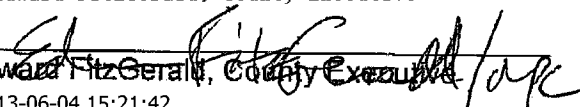
IN WITNESS WHEREOF, the County of Cuyahoga and Vendor have each caused this contract to be signed and delivered by its duly authorized representative as of the date first written above.

Benjamin Rose Institute on Aging

By: 
CFO

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: 
Edward FitzGerald, County Executive
2013-06-04 15:21:42