

# **C O N T R A C T**

**BY AND BETWEEN**

**COUNTY OF CUYAHOGA, OHIO  
AND  
DOMESTIC VIOLENCE & CHILD ADVOCACY CENTER**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **COUNTY OF CUYAHOGA, OHIO** (hereinafter referred to as the "**COUNTY**"), and **DOMESTIC VIOLENCE & CHILD ADVOCACY CENTER** (hereinafter referred to as the "**PROVIDER**"), an Ohio nonprofit corporation, with principal offices located at P.O. Box 5466, Cleveland, Ohio 44101:

**WHEREAS**, the Office on Violence against Women has awarded **COUNTY's** Witness/Victim Service Center a cooperative agreement for the planning related to the Domestic Violence Homicide Prevention Demonstration Initiative ("DVHP"),

**WHEREAS** the **COUNTY** finds it necessary to enter into a contract with the **PROVIDER**, to carry out the scope of services as outlined in herein,

**WHEREAS**, subject to the terms and conditions set forth in this contract, this contract shall extend from **April 1, 2013 through March 31, 2014**, unless terminated in accordance with procedures enumerated in **Section VIII** below, "**CONTRACT TERMINATION**".

**NOW, THEREFORE**, all parties agree as follows:

## **I. SCOPE OF SERVICE**

### **A. Service Provision:**

1. **PROVIDER** agrees to collaborate with **COUNTY** in all approved DVHP planning activities, including coordination of any relevant committees, retention of evaluation or research partners, and adherence to all reporting requirements as set forth by **COUNTY** and all federal partners.
2. **PROVIDER** agrees to staff the DVHP as appropriate, including allocation of time for one project coordinator who will act as the **COUNTY's** point of contact, one program assistant, and other

administrative staff as necessary. Assigned staff will be responsible for attending meetings, participating in technical assistance efforts led by the federal government or their designees, and assisting with the completion of all written products as required by the federal government or their designees.

3. **PROVIDER** agrees to submit to **COUNTY** monthly reports, which will accompany invoices and will serve as triggers for payment. Monthly reports must include a summary of all planning activities undertaken during reporting period.

## **II. FINANCIAL AND REPORTING REQUIREMENTS**

### **A. Invoicing Requirements:**

1. **PROVIDER** shall invoice **COUNTY** on a monthly basis for payment of all allowable services outlined in Section I (A) and in accordance with the budget reflected in Exhibit A. Monthly invoices shall be inclusive of staff time and evaluation or research costs. The total contract value shall not exceed \$172,825.00. Said value of contract includes funds to be used for evaluation and research.
2. **PROVIDER** agrees to submit with monthly invoices a report, as detailed in Section I (A) (3) above.

### **B. Duplicate Billing:**

1. **PROVIDER** certifies that the charges submitted for reimbursement are actual costs associated with the scope of services outlined in Section I (A) and these costs are not subject to, or submitted for reimbursement to any other governmental entity or organization.

### **C. Maintaining Proper Financial Records:**

1. **PROVIDER** shall maintain accurate and independent books, records, receipts, vendor invoices, payroll documents, and other accounting transactions in good order, which sufficiently and properly reflect all direct costs expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal or local government agencies including **COUNTY**.
2. **PROVIDER** shall maintain and preserve all documentation used in the administration of this program and other records to substantiate services provided and/or billed to **COUNTY**.
3. All records including financial records, must remain in **PROVIDER's** possession for a period of three (3) years after the termination date of this Contract and/or it will assure the maintenance of and availability of such records for a like period of time if in the possession of a second or third party unless otherwise agreed to by **COUNTY**.

4. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, **PROVIDER** shall retain records until completion of this action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

**D. Financial Reporting Requirements:**

1. **PROVIDER** shall collect financial information and other data and prepare and maintain monthly reports as well as semi-annual reports or any other documents, as required by United States Department of Justice or the Department's designees.

**E. Responsibilities of COUNTY:**

1. Program Oversight
  - a. **COUNTY** will assist **PROVIDER** in all activities listed in Section I (A).
  - b. **COUNTY** will provide requests for meetings, reports, or other items, in a timely manner.
  - c. **COUNTY** shall have the right to audit and monitor the manner in which the terms and conditions of this Contract are being carried out, and evaluate through performance audits, the extent to which the goals and objectives of all Contract deliverables, as set forth in Section I (A) are being achieved. Compliance, financial and operational reviews may be performed by **COUNTY** and/or upon request by the **COUNTY** or in tandem with another state or federal agency in the event of adverse information pertaining to the operation of **PROVIDER**. Additional audits or operational reviews may be warranted in the event of outstanding audit exceptions and performance issues due to non-compliance with the terms and conditions of this Contract.
2. **COUNTY** will receive and review invoices for completeness and accuracy prior to making payment to **PROVIDER**. **PROVIDER** will be paid according to the provisions set forth in Section II (A).
3. **COUNTY** will process payment to **PROVIDER** within 30 calendar days upon receipt of complete invoice. All invoices should be mailed to:

Cuyahoga County Public Safety & Justice Services  
**Attn: Nancy Veley**  
310 W. Lakeside Avenue - Suite 300  
Cleveland, Ohio 44113

Programmatic reports should be emailed to Jill Smialek:  
jsmialek@cuyahogacounty.us

4. Invoices shall be paid for all applicable and agreed to costs associated with this Contract. **COUNTY** reserves the right to withhold payment

from **PROVIDER** in the event invoices for services rendered or expenses incurred are not submitted for payment in a timely manner based on the following conditions:

- a. Invoices submitted 60 days or more after the end of the service month during the contract period.
- b. Invoices submitted 60 days or more after the expiration of the contract.

### **III. TERMS OF SERVICE**

This Contract is effective from **April 1, 2013 through March 31, 2014**, unless otherwise terminated or extended by a formal amendment for all applicable and agreed to costs associated with this Contract.

### **IV. CONTRACT VALUE**

The total value of this Contract shall not exceed **\$172,825.00** in the aggregate for all applicable and agreed to costs associated with this Contract in accordance with **Section I (A) and Section II (A), and aligned with the budget reflected in Exhibit A.**

### **V. FUNDING AVAILABILITY**

Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funds designated for this service. If funds become unavailable, **COUNTY** shall provide immediate notice to **PROVIDER** and **COUNTY** shall terminate this Contract as provided in Section **VIII.**

### **VI. CONTRACT MODIFICATION**

This Contract represents the entire integrated agreement between **COUNTY** and **PROVIDER** and it supersedes all prior negotiations, representations, or agreements, either written or oral. By mutual consent, this Contract may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by all parties.

### **VII. CONTRACT AMENDMENT**

This Contract may be amended at any time as mutually agreed upon by all parties along with a written amendment signed by all parties and then approved by **COUNTY.**

### **VIII. CONTRACT TERMINATION**

Upon at least a thirty (30) calendar-day written notice to the other parties, either party may terminate this agreement if the other party does not meet the terms and conditions specified in this contract. **COUNTY** and **PROVIDER** shall agree on a reasonable phase out of the program as a condition of the termination. Upon expiration of thirty days after the notice of termination, the obligations of all

parties under this Contract shall cease, except that **COUNTY** shall reimburse **PROVIDER** for services rendered prior to the final date of termination.

**COUNTY** reserves the right to terminate this Contract, for any reason, as a result of **PROVIDER's** failure to perform all contract deliverables as specified in this Contract. Under no circumstances shall **COUNTY** be responsible for or subject to any type of penalty and/or interest payment upon the cancellation of this Contract.

#### **IX. VIOLATION OR BREACH OF CONTRACT**

This Contract is subject to administrative, contractual or legal remedies for violation or breach of contract terms caused by either party.

#### **X. SEVERABILITY**

Should any portion of this Contract be deemed unenforceable by any administrative, judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to **Articles VII or VIII** of this Contract.

#### **XI. CONFIDENTIALITY**

All parties agree they shall not use any information, systems, or records made available pursuant to this Contract for any purpose other than to fulfill the obligations in this Contract. Each party agrees to be bound by the standards of confidentiality that apply to their operations including, but not limited to, laws, statutes and regulations of the federal, state or local governments.

#### **XII. SAFEGUARDING CLIENT INFORMATION**

**PROVIDER** agrees that the use of, or disclosure by, any of its employees and agents of any information concerning any client information for any purpose not directly related to the administration of this Contract or carrying out the responsibilities of this Contract is prohibited except upon the written consent of the client or his/her responsible parent or guardian and/or **COUNTY**.

#### **XIII. COMPLIANCE WITH AUDIT REQUESTS**

**PROVIDER** agrees, if required by **COUNTY** or the appropriate state or federal agency or duly appointed agent that directly relates to provisions of this Contract, on the basis of evidence of misuse or improper accounting of funds or substantial errors in determination of eligibility for which **PROVIDER** is responsible, to comply with or conduct an independent audit of expenditures or determinations of eligibility or both and to provide copies of the audit to **COUNTY** or its duly appointed agent.

**PROVIDER** shall submit to **COUNTY** a copy of the final report no later than thirty (30) days after the end of the audit.

**PROVIDER** agrees that **COUNTY** may review all programmatic records and client files including those held by **PROVIDER** or any subcontractor related to this Contract.

#### **XIV. RESPONSIBILITY FOR AUDIT EXCEPTIONS**

**PROVIDER** agrees to accept responsibility for receiving, replying to and/or complying with any audit exception(s) noted during a compliance or financial audit performed by **COUNTY** or any appropriate federal agency or duly appointed agent that directly relates to the provisions of this Contract and whereas services were billed and payment made by **COUNTY**. Full and timely repayment is expected in the event of an audit and discovery of audit exceptions.

#### **XV. INDEPENDENT CONTRACTOR**

**PROVIDER**, its employees or its agent(s) will act in accordance with the terms of this Contract in an independent capacity and not as officers, employees or agents of **COUNTY**.

#### **XVI. SUBCONTRACTING**

**PROVIDER** may not subcontract services under this Contract, with the exception of compensation for evaluation and research partners.

#### **XVII. REPORTING MATERIAL ISSUES**

**PROVIDER** shall notify **COUNTY** in writing of all material issues, which involve services provided through this Contract. **PROVIDER** shall submit any pertinent facts or resolution of said issues to **COUNTY** within 30 calendar days. The notification should be sent to:

Cuyahoga County Witness Victim Service Center  
**Attn: Jill Smialek**  
310 W. Lakeside Avenue – Suite 300  
Cleveland, Ohio 44113

#### **XVIII. INDEMNIFICATION**

**PROVIDER** agrees to indemnify and save **COUNTY** and all of its departments, agents, and employees harmless from any lawsuits or actions of every nature and description, brought against **COUNTY** or any and all of its officers, agents, servants, and employees for or account of any injuries or damages received or sustained by a party or parties from any act or actions against **PROVIDER** or its servants, that arise out of the performance of services contemplated by this Contract.

#### **XIX. LIABILITY INSURANCE**

**PROVIDER** agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable and unforeseeable torts, which would cause injury or death.

**PROVIDER** agrees to adhere to all insurance requirements as set forth in Exhibit B of this document, which is fully incorporated herein by reference.

## **XX. PUBLICITY**

**PROVIDER** agrees that in any publicity release or other public reference including media releases, information pamphlets, etc. relative to the DVHP project provided under this Contract, that each release shall acknowledge the **COUNTY** and the federal cooperative agreement fully.

**PROVIDER** is also responsible for providing a copy of each publicity release to **COUNTY** at the time of the release.

## **XXI. NON-DISCRIMINATION**

All parties agree that as a condition of this Contract, there shall be no discriminatory acts 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 as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

## **XXII. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio including the Ohio Revised Code (ORC).

## **XXIII. APPLICABLE LAW**

Applicable law means those federal, state and local laws and regulations, which govern the conduct of the parties to this Contract.

## **XXIV. CAPTIONS**

The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.

## **XXV. NOTICES**

All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail to:

**DOMESTIC VIOLENCE & CHILD ADVOCACY CENTER**

**Attn: Linda Dooley Johaneck, CEO**

P.O. Box 5466

Cleveland, Ohio 44101

**AND/OR**

**WITNESS VICTIM SERVICE CENTER**

**Attn: Jill Smialek**

310 W. Lakeside Avenue – Suite 300

Cleveland, Ohio 44113

## XXVI. CURRICULUM

All materials, including the curriculum, developed as a result of this Contract will become property of Cuyahoga County.

## XXVII. ELECTRONIC SIGNATURES

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 **COUNTY** to said document 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 **COUNTY**

**IN WITNESS THEREOF**, the COUNTY OF CUYAHOGA, OHIO and DOMESTIC VIOLENCE & CHILD ADVOCACY CENTER have caused this Contract to be executed this 24th day of May, 2013.

### DOMESTIC VIOLENCE & CHILD ADVOCACY CENTER

By: Linda D. Johaneck  
Linda Dooley Johaneck, CEO

### COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: Edward FitzGerald  
Edward FitzGerald, County Executive  
2013-06-26 09:02:19



# **EXHIBIT A**

## **Budget**

<b>Personnel</b>		
Chief Financial Officer	(\$33.65/hour x 170 hours/yr)	5,548
Project Coordinator	(\$29.42/hour x 742 hours/yr)	21,830
Project Assistant	(\$20.00/hour x 1000 hours/yr)	20,000
<b>Fringes</b>		
Chief Financial Officer	(5720 x 7.65%)	424
Project Coordinator	(\$29.42/hour x 742 hours/yr)	1,670
Project Assistant	None	
<b>Other Expenses</b>		
Evaluation and Research		116,927
Rent		6,301
Telephone		125
<b>Total</b>		<b>172,825.00</b>

# **EXHIBIT B**

## **Insurance Requirements**

The contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Mandatory Insurance Requirements**

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

2. **Additional Insurance Coverage**

Each of the following eight items is optional unless otherwise required by the terms of this specification.

(a) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence

\$5,000,000 general aggregate

\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(b) **All Risk Equipment Insurance** covering all risk of physical damage to equipment provided for use by Contractor.

(c) **Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;

\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

(d) **Pollution Legal Liability Insurance** (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;

\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis, however, if written on a claims made-basis, the claims-made retroactive date on the policy shall be prior to the commencement of any work related to this Contract.

(e) **Liquor Liability Insurance** with a limit of liability not less than:

\$1,000,000 per occurrence;

\$1,000,000 aggregate.

(f) **Aviation Liability Insurance** covering the use and maintenance of all owned and non-owned aircraft of any type with a limit of liability not less than:

\$10,000,000 per occurrence;  
\$10,000,000 aggregate.

(g) **Marine Liability Insurance** covering the use and maintenance of all owned and non-owned watercraft with a limit of liability not less than:

\$5,000,000 per occurrence;  
\$5,000,000 aggregate.

(h) **Builders Risk Insurance** on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

### **Insurance Coverage Terms and Conditions**

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- (i) Thirty (30) days prior notice of cancellation or material change;
- (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.