

**CUYAHOGA COUNTY DIVISION OF SENIOR & ADULT SERVICES
CONTRACTUAL AGREEMENT BETWEEN THE**

COUNTY OF CUYAHOGA, OHIO

And

**THE CENTER FOR COMMUNITY SOLUTIONS
On behalf of the COUNCIL ON OLDER PERSONS**

THIS AGREEMENT dated as of _____, 2014 is made and entered by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Division of Senior & Adult Services (DSAS), 13815 Kinsman Road, Cleveland, Ohio 44120, and The Center for Community Solutions (herein referred to as CCS), on behalf of the Council on Older Persons (herein referred to as COOP), a corporation not-for-profit with the principal office located at 1501 Euclid Avenue, Suite 310, Cleveland, OH 44115.

WITNESSETH

WHEREAS, all parties involved support the purpose of COOP as a resource to support communities, organizations, and institutions to promote the well-being of older adults through education, awareness, and advocacy.

THEREFORE, in consideration of the mutual agreement contained herein, all parties hereby agree as follows:

ARTICLE I - SCOPE OF SERVICES:

DSAS will provide financial assistance to support an administrative assistant and public policy consultant to assist the Council on Older Persons (COOP) in meeting its mission to promote a better understanding of aging and address the issues and concerns of older persons in Greater Cleveland through citizen led needs assessment, policy development, community education and advocacy.

- CCS will receive and manage all funds which support activities of COOP.
- CCS will be responsible for the hiring and training of all staff assigned to support COOP activities.
- CCS will be responsible for the day-to-day supervision of the employees assigned to COOP.
- DSAS will contribute to help cover the cost of staffing for administrative support (up to 200 hours annually) and public policy analysis and support (up to 250 hours annually). These funds will support the salary; fringes and other expenses related to the function of the administrative assistant and public policy/analysis assigned to COOP and will be executed via CCS.

ARTICLE II - TERMS OF SERVICE:

The Vendor shall successfully provide all services as specified in this contract commencing on **January 1, 2014** and ending on the close of business on **December 31, 2014**, 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.

ARTICLE III - CONTRACT VALUE:

Payment 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 \$7,500.00 for the contract period.**

ARTICLE 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 SEVEN THOUSAND FIVE HUNDRED DOLLARS \$7,500.00 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

ARTICLE V - ANTI-DISCRIMINATION:

DSAS and CCS 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 CCS 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.

CCS also agrees as a condition of the 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 CCS or its agents or subcontractors are found to be out of compliance with any aspects 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.

ARTICLE VI - INDEMNITY:

CCS agrees that it will, at all times during the existence of this 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, 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 CCS, its servants or agents that arise out of the injuries or damages sustained during performance of services against this contract.

ARTICLE VII - INSURANCE:

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

ARTICLE VIII - PUBLICITY:

In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided as part of this contract, it will clearly state that the project is in part funded by the County Cuyahoga through the Health & Human Services Levy.

ARTICLE IX - ELECTRONIC TRANSACTION:

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 it 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 transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the County and The Center for Community Solutions (CCS) in relation to its Council on Older Persons (COOP) have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

The Center for Community Solutions -
Council on Older Persons

By: 

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

By: 

Edward FitzGerald, County Executive
2014-01-27 17:15:05