

CONTRACT

THIS Contract made and entered into this _____ day of _____, 2013 by and between the County of Cuyahoga, Ohio (the "County"), and the Domestic Violence and Child Advocacy Center, a Corporation not-for-profit with Principal offices located at PO Box 5466 Cleveland, Oh 44101 (hereinafter referred to as the "PROVIDER").

WHEREAS, pursuant to the Violent Crime Control Law Enforcement Act of 1994, the State of Ohio, through its Office of Criminal Justice Services, has approved the STOP: Violence Against Women Act Sub Grant Award for the use of funds to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women and to develop and strengthen victim services in cases involving violent crimes against women, and;

WHEREAS, the State of Ohio awarded a Sub Grant for the Fiscal Year 2013 Stop: Violence Against Women Act Grant (VAWA) to the COUNTY for implementation of the program as set forth in the application attached hereto and incorporated herein, and;

WHEREAS, it is necessary that the COUNTY and the PROVIDER enter into a Contract in order to carry out the Domestic Violence & Child Advocacy Center's "Latina Domestic Violence Project" project as set forth in the attached application and description of the program.

WHEREAS, the 2013 STOP: Violence Against Women Act Grant Program funds were awarded to the COUNTY, for the County, and on behalf of the Domestic Violence & Child Advocacy Center's "Latina Domestic Violence Project" in Cuyahoga County, and the following documents consisting of Attachments I, II, III and Exhibits A, B and C, are incorporated herein as part of this Contract:

- Budget Detail and Narrative (Attachment I)
- Standard Federal Sub Grant Conditions Handbook (Attachment II)
- 2013 VAWA Funding Cuyahoga County Solicitation for Applications (Attachment III)
- Monthly Financial Report Form (Exhibit A)
- VAWA Mid-Year Report (Exhibit B)
- STOP Program Annual Progress Report (Exhibit C)

WHEREAS, it is necessary that the COUNTY and the PROVIDER enter into a Contract in order to carry out the services of the program.

NOW, THEREFORE, the parties hereby agree as follows:

I. SCOPE OF SERVICES

The PROVIDER will provide all services as set forth in Attachment "I" (application, programmatic detail and approved budget) during the period January 1, 2014 through and including December 31, 2014, or as adjusted by approved formal request of a grant period change, program modification or grant extension. Any changes in approved staff positions, program focus, or deviations from the original application must be set forth in writing and approved by the COUNTY prior to implementation. Turnover within staff positions and their replacement should be reported in writing to the COUNTY.

II. COMPENSATION

A. REIMBURSEMENT

The COUNTY shall reimburse the PROVIDER for allowable expenses incurred in providing the above services, wholly out of funds granted by the Federal and/or State Government for the program. In no event shall compensation exceed **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**.

B. MATCH REQUIREMENTS

Such expenses shall be incurred by the PROVIDER in accordance with the approved Program Budget as set forth in Attachment I. The matching share required must be deposited or committed by the termination of the grant. The COUNTY reserves the right to deny payment requests on approved programs pending the receipt of documentation of the matching share. The PROVIDER shall document use of the required match in the financial report as defined in section VI.

III. METHOD OF PAYMENT

The COUNTY shall make payment to the PROVIDER on the basis of the approved Program Budget as set forth in Attachment I. Invoices shall reflect the expenditures reported in the Monthly Financial Report Form (Exhibit A) required in Section VI of this CONTRACT. Monthly Financial Reporting will be required during the grant period. Reimbursement for expenditures shall be made within Forty Five (45) days after receipt by the COUNTY of a financial report detailing expenses incurred, provided that the funds for the project have been deposited with the COUNTY. In no event shall any expenditure by the PROVIDER be reimbursed unless said expenditure is included in the schedule of expenses and proper documentation attached. The COUNTY may withhold reimbursements if the PROVIDER has been found and notified of non-compliance status with Federal, State and/or COUNTY requirements, regulations and conditions.

IV. GRANT CONDITIONS

The PROVIDER shall comply with all special and standard grant conditions as set forth in the Standard Federal Sub Grant Conditions Handbook and the 2013 VAWA Funding Cuyahoga County Solicitation for Applications (Attachments II and III), which was part of the application packet and set forth additional grant conditions. These documents are incorporated by reference and made part of this Contract.

V. AUDITS

A. AUDITS

The COUNTY, the Ohio Office of Criminal Justice Services and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of any books, papers, program site, staff, clients, and records of the PROVIDER that are pertinent to the subject grant. The COUNTY shall provide the PROVIDER with three (3) days advance written notice of intent to audit.

B. FINAL AUDITS

Final audits of criminal justice projects shall be made by the Auditor of State at each level of local government in accordance with standard time schedules. The Ohio

Office of Criminal Justice Services or its duly authorized representative may make preliminary audits. The PROVIDER agrees to cooperate with Federal, State, and local auditing requirements and comply with standards, procedures, and reasonable schedules whether the audit be general, full-scope, financial, compliance, performance, total entity, or other, in accordance with the State of Ohio Office of Criminal Justice Services Standard Federal Sub Grant Conditions Handbook Chapter 20, and the applicable requirements of Federal OMB Circulars A-102, A-110, A-122, A-21 and A-27. The COUNTY shall provide the PROVIDER with three (3) days advance written notice of intent to audit. The PROVIDER is liable to the State of Ohio for the return of all unspent awarded funds or disallowed expenditures as a result of an audit.

VI. REPORTING REQUIREMENTS

A. FINANCIAL REPORTS

The PROVIDER shall furnish to the COUNTY by the tenth (10th) day after the end of each month, a Monthly Financial Report Form (Exhibit A) accompanied with back-up documentation describing expenditure of funds. The Monthly Financial Report Form is attached hereto and incorporated by reference herein as Exhibit A.

B. PROGRAM REPORTS

Program Reports shall be submitted as prescribed by the COUNTY.

1. VAWA Mid-Year Performance Report (Exhibit B) - summarizing project progress in goals, objectives and performance measures as indicated in the grant application.
2. Annual Progress Report for STOP Violence Against Women Formula Grant Program (Exhibit C)-summarizing and detailing the effectiveness of activities carried out with grant funds.

VII. NOTICES

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

COUNTY: Cuyahoga County Department of Public Safety and Justice Services,
Public Safety Grants
310 W. Lakeside Avenue – Suite 300
Cleveland, Ohio 44113
ATTN: Manager

PROVIDER: Linda Johanek, Executive Director
Domestic Violence & Child Advocacy Center
P. O. Box 5466
Cleveland, Ohio 44101

or at such other address as the COUNTY may have designated by written notice to the PROVIDER.

VIII. TERMINATION

A. CANCELLATION

This CONTRACT shall terminate on the date stated in Section X or after reasonable notice and opportunity to correct any substantial breach of this CONTRACT. In addition, should the Ohio Office of Criminal Justice Services disapprove the grant award, or for any reason reduce or discontinue the grant of funds thereby causing the COUNTY to receive a lesser amount of funds than that specified herein and contemplated by this CONTRACT then the COUNTY reserves the right to reduce or cancel this CONTRACT.

B. VIOLATION

This Contract may be terminated for failure to meet the terms of this Contract or the failure of the program to meet its stated objectives. The COUNTY will set forth in writing the violation(s) and will state the corrective actions required. The failure to implement the corrective action(s) may cause reimbursement to be delayed, and/or the termination of the program.

C. CONDITIONS

The implementing Provider has the right to request an extension of time that modifies the original time period of this project provided funds are not expended within the designed time period of this Contract and upon approval by the Ohio Office of Criminal Justices Services Provider.

The County shall amend the time period provided a request for same is received sixty (60) days prior to the end of this Contract of financial reporting by the implementing Provider infers same. An extension shall be granted by the county on a project need basis until the expiration of the amended grant award period.

IX. APPEAL

The PROVIDER may request a budget revision, grant period change, program modification, or grant extension, provided such written requests are:

- A. in the proper format, and
- B. submitted 60 days prior to the expiration of this Contract.

The COUNTY may approve or disapprove the request, and will render a decision in writing. Should the County deny a budget revision, grant period change, program modification, or grant extension, this denial will be final.

X. TERM

This Contract will enter into effect as of **01/01/2014**, and unless sooner terminated for cause, will terminate on **12/31/2014**, or as provided in "I. Scope of Services."

XI. 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.

XII STANDARD CONTRACT LANGUAGE

A. Insurance Requirements

Items (1), (2), & (3) are required for ALL contracts. Items (4)-(11), are to be included in particular contracts on an as-needed basis depending on the goods or services provided by the PROVIDER.

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

The PROVIDER shall procure, maintain, and pay premiums for the following forms of insurance:

- 1) 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 PROVIDERS 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.

- 2) 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.

- 3) 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.

- 4) 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 Section 1.3 (a)-(c).

- 5) All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use by PROVIDER.
- 6) 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.

- 7) Pollution Legal Liability Insurance (including PROVIDERs 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.

- 8) Liquor Liability Insurance with a limit of liability not less than:

\$1,000,000 per occurrence;
\$1,000,000 aggregate.

- 9) 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.

- 10) 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.

- 11) 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.

B. Requirements for All Insurance Coverage

- 1) The insurance policies of the PROVIDER 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 PROVIDER stated elsewhere in this Contract or as provided by law.

- 4) The PROVIDER shall require any and all of its sub Contractor's to procure, maintain, and pay premiums for the insurance coverage's 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 coverage's 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 PROVIDER shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverage's required herein is 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.

XIII Indemnification

PROVIDER hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of PROVIDER, including all of its officers, owners, principals, sub Contractor's, employees, and agents, or (b) breach or default by PROVIDER under any terms or provisions of this Contract.

PROVIDER acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. PROVIDER agrees that no provision of this Contract or any other contract or agreement between PROVIDER and the County may be interpreted to obligate the County to indemnify or defend PROVIDER or any other party.

XIV Governing Law/Jurisdiction

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. PROVIDER hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

XV Annual Appropriations

For contracts in excess of \$50,000:

All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the PROVIDER of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the PROVIDER or any third party for any penalty, liability or any other expense.

XVI. Electronic Signature

The PROVIDER agrees on behalf of the submitting business entity, its officers, employees, sub-Contractor's, subgrantees, agents or assigns, that all contract 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 is that signature was manually affixed to a paper version of the document. The PROVIDER also agrees on behalf of the aforementioned entity and persons, to be bound by the provisions of Chapter 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.

XVII. ENTIRE CONTRACT

This Contract constitutes the full and complete expression of the Contract between the parties and supercedes any prior or contemporaneous oral or written Contracts. This Contract shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the COUNTY and PROVIDER have executed and delivered this Contract as of the date first above written.

Domestic Violence & Child Advocacy Center

BY: Linda Johaneck

Linda Johaneck, Executive Director

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

BY: Ed FitzGerald/apc

2014-05-19 09:07:46
Edward FitzGerald, County Executive