

**COUNTY OF CUYAHOGA, OHIO
VALUED RELATIONSHIPS, INC.
Contract CE1200280-01
Amendment #1**

This amendment made and entered into this _____ day of _____, by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Division of Senior & Adult Services ("DSAS"), 13815 Kinsman Rd., Cleveland, OH 441120 (herein after referred to as "DSAS") and Valued Relationships, Inc., a corporation, with principal offices located at 1400 Commerce Center Drive, Franklin, Ohio 45005 (herein after referred to as "Provider").

The following modifications and/or changes are mutually agreed upon by both parties:

MODIFICATION/CHANGE #1

ARTICLE III – CONTRACT VALUE:

To revise the CONTRACT VALUE contained in the original contract to reflect the following:

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.

This contract is amended and the total value of the contract decreased by **(\$4,400.00)**
The total amount of the contract shall not exceed **\$111,225.00** for the contract period.

Unit Rate	Service	Current Contract Value	\$ Change	Amended Contract Value
\$18.50	Emergency Response Systems	\$115,625.00	(\$4,400.00)	\$111,225.00
	Grand Totals:	\$115,625.00	(\$4,400.00)	\$111,225.00

MODIFICATION/CHANGE #2

ARTICLE IV – BILLING RATES/UNITS PER SERVICE CODE:

To revise the BILLING RATES/UNITS PER SERVICE CODE contained in the original contract to reflect the following:

Subject to terms and conditions set forth in this contract, DSAS agrees to purchase on behalf of, and the Provider agrees to furnish to eligible Cuyahoga County residents, those specific social service(s) detailed in this contract and in accordance with the Provider's proposal including subcontractors services (if applicable).

Subject to the limitations specified in Article III, the amount to be paid for purchased services pursuant to the terms and conditions of this agreement will be based on the following unit rate(s) and/or fixed rate structure for the duration of this agreement. The Provider agrees to provide the following service units per service code subject to the limitations specified by the unit rate.

Unit Rate	Service	Units
\$18.50	Emergency Response Systems (ERS)	6,012

The aforementioned rates will remain in effect for the entire contract period.

MODIFICATION/CHANGE #3

ARTICLE VI – TERMS OF PAYMENT:

To revise the TERMS OF PAYMENT contained in the original contract to reflect the following:

UNDER NO CIRCUMSTANCES SHALL DSAS REIMBURSE THE PROVIDER MORE THAN **\$111,225.00** WHICH IS THE TOTAL OF THIS CONTRACT AMENDMENT.

MODIFICATION/CHANGE #4

ARTICLE XXI – 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 items (Worker's Compensation Insurance, Commercial General Liability Insurance, Business Automobile Liability Insurance, and Professional Liability/Errors & Omissions 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.

(d) **Professional Liability Insurance/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.

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.

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.

ARTICLE XXIII - 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 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 transactions, and to comply with the electronic signature policy of Cuyahoga County.

All other contractual decrees of the original contract shall remain in effect through the duration of this agreement and its amendment(s) or upon its termination.

IN WITNESS WHEREOF, the County and the Provider have each caused this Amendment to be signed and delivered by it's duly authorized representative as of the date first written above.

Value Relationships, Inc.

By: _____

Chris Hendriksen, CEO

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: _____

Edward FitzGerald, County Executive