

OFFICE OF HEALTH & HUMAN SERVICES

PURCHASE OF SERVICE CONTRACT

WITH

MHS, Inc.

AMENDMENT

IN CONSIDERATION of the mutual promises contained in the Contract Agreement by and between the County of Cuyahoga, Ohio (the "County") and **MHS, INC.**, a corporation not-for-profit, with principal offices located at 1744 Payne Avenue, Cleveland, Ohio 44114, (the "Provider"), for transitional housing for homeless men, effective April 1, 2013, Cuyahoga County Contract No. CE - 1200260-01.

WITNESSETH:

WHEREAS, in order to continue providing activities to reduce homelessness, an amendment to the aforementioned Contract Agreement is necessary:

NOW, THEREFORE, the following amendments to the aforementioned Contract Agreement are agreed to by and between the parties hereto, as follows:

1. Except as herein specifically amended, all terms and provisions contained in the parent Contract are hereby ratified, confirmed, and said Contract is hereby incorporated to the same extent as if fully rewritten herein, except for the Indemnity requirements which must comply with the following:

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.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract 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. 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.

Indemnification

Contractor 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 Contractor, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Contractor under any terms or provisions of this Contract.

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

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. Contractor 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.

Annual Appropriations

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 Contractor 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 Contractor or any third party for any penalty, liability or any other expense.

2. The term of the contract is to be extended to September 30, 2014.
3. The amount of the contract is to be increased by \$203,866.00.

Electronic Signature

By entering into this Contract, I agree on behalf of the Provider, it's 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 signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the County and the Provider have executed this Agreement.

MHS, Inc.

BY: Susan Auck

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

BY: Ed FitzGerald/ap
Edward FitzGerald, County Executive

CE -1200260-01

Mental Health Services

Expense Detail -2 mos

North Point

FY 2013 / 2014

04/01/13 - 09/30/14 (Amended)**Staffing:**

Program Director
 Program Manager
 Case Manager
 Specialist
 Resident Advocate
 Property Manager
 Maintenance Tech
 Custodian
 OT & shift differential
 Total Wages

Fringes:

FICA
 SUI
 Worker's Comp
 Pension
 Health/LTD/STD/Life
 Total Fringes

Total Salaries & Fringes**Contract Services:**

Grounds Maintenance
 Security
 Trash
 Laundry
 Food Service
 Total Contract Services

Occupancy:

Housekeeping & Maint Suppl
 Utilities
 Maintenance

Operating Supplies:

Office Supplies
 Insurance
 Misc Expenses
 Minor Equip
 Equip Rental
 Total Operating Supplies

Communications:

Telephone
 Cell phones
 Advertising
 Total Communications

Travel

Bus Tickets
 Staff Travel
 Total Travel

Supportive Services SubTotal**Admin Expenses submitted****TOTAL Billing**

	Original -18 mos County Contract	2 Months Budget Amendment	Combined 18 mos County Budget
	14,092	1,762	15,854
	125,301	15,663	140,964
	142,776	17,847	160,623
	282,464	35,308	317,772
	-	-	-
	16,840	2,105	18,945
	38,554	4,819	43,373
	31,885	3,986	35,871
	34,698	4,337	39,035
	686,610	85,827	772,437
	52,526	6,566	59,092
	2,880	357	3,237
	15,485	1,936	17,421
	13,732	1,717	15,449
	144,346	18,043	162,389
	228,969	28,619	257,588
	915,579	114,446	1,030,025
	4,808	601	5,409
	13,452	1,682	15,134
	10,105	1,263	11,368
	14,064	1,758	15,822
	260,233	32,529	292,762
	302,662	37,833	340,495
	29,000	3,625	32,625
	150,791	18,849	169,640
	47,269	5,909	53,178
	227,060	28,383	255,443
	8,441	1,055	9,496
	10,879	1,360	12,239
	2,254	282	2,536
	1,222	153	1,375
	4,719	590	5,309
	27,515	3,440	30,955
	13,063	1,633	14,696
	5,784	723	6,507
	559	70	629
	19,406	2,426	21,832
	18,319	2,290	20,609
	6,601	825	7,426
	24,920	3,115	28,035
	1,517,142	189,643	1,706,785
	113,786	14,223	128,009
	1,630,928	203,866	1,834,794