COUNTY OF CUYAHOGA, OHIO
XCEL HEALTHCARE PROVIDERS INC.
CONTRACT CE 1000533 -01
AMENDMENT I

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 Department of Senior & Adult Services ("DSAS"), 1701 East 12th Street, Lower Level, Cleveland, OH 44114 (herein after referred to as "DSAS") and Xcel Healthcare Providers Inc., a corporation for profit, with principal offices located at 4415 Euclid Ave., Ste. 335, Cleveland, OH 44103 (herein after referred to as "Provider") for the purchase of Homemaking Services.

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 increased by **$2,235.00**
The total amount of the contract shall not exceed **$198,992.00** for the contract period.

Unit Rate	Service	Current Contract Value	$ Change	Amended Contract Value
$15.50	Homemaking	$196,757.00	$2,235.00	$198,992.00
	Grand Totals:	$196,757.00	$2,235.00	$198,992.00

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
$15.50	Homemaking	12,838

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 **$198,992.00** WHICH IS THE TOTAL OF THIS CONTRACT AMENDMENT.

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 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.

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.

Xcel Healthcare Providers Inc.

By: _____

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: _____
2012-03-13 16:51:10
Edward FitzGerald, County Executive