

CONTRACT
Between
COUNTY OF CUYAHOGA, OHIO
And
MENTAL HEALTH SERVICES FOR HOMELESS PERSONS, INC.
Amendment No. 1

This First Amendment ("First Amendment") amends the contract effective for the time period beginning January 1, 2013 and ending December 31, 2013, between the County of Cuyahoga, Ohio (hereinafter called "COUNTY"), doing business at 310 West Lakeside Avenue, Suite 300, Cleveland, Ohio 44113, and Mental Health Services for Homeless Persons, Inc. (hereinafter called "PROVIDER"), a not-for-profit corporation with offices located at 1744 Payne Avenue, Cleveland, Ohio 44114 .

This First Amendment to contract #CE 1300027-01 will be effective January 1, 2014, and the parties agree as follows:

SECTION II: FINANCIAL & REPORTING REQUIREMENTS

Part A(4) under this section shall be amended to state: **The total amount of reimbursement shall not exceed \$923,300.00.**

SECTION III: TERMS OF SERVICE

This section shall be amended to show a new end date of **December 31, 2014**. The terms of the contract shall be January 1, 2013 through December 31, 2014.

SECTION IV: CONTRACT VALUE

This section shall be amended to state: **The total value of this Contract shall not exceed \$923,300.00 in the aggregate for all applicable and agreed to costs associated with this Contract in accordance with Section I and Section II**

SECTION XVIII: INDEMNIFICATION

This section shall be struck in its entirety and replaced with the following:

"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, subcontractors, employees, and agents, or (b) breach or default by PROVIDER under any terms or provisions of this contract.

PROVIDER acknowledges that, as an 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.”

SECTION XIX: LIABILITY INSURANCE

This section shall be amended to reflect the language represented below in Exhibit A, which is fully incorporated herein by reference.

OTHER PROVISIONS OF THE AMENDMENT

The original contract and this First Amendment are subject to all other terms, conditions and obligations set forth in the original contract that have not been modified by the terms of this First Amendment or modified based upon the purpose for this First Amendment.

ELECTRONIC SIGNATURES

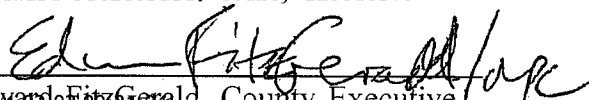
By executing this First Amendment the undersigned agrees on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring **COUNTY** signatures may be executed by electronic means, and that the electronic signatures affixed by **COUNTY** to said document 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 **COUNTY**.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the County of Cuyahoga, Ohio, and Mental Health Services for Homeless Persons, Inc. have caused this First Amendment to be executed this _____ day of _____, 201__.

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive


Edward FitzGerald, County Executive

MENTAL HEALTH SERVICES FOR HOMELESS PERSONS, INC.


Susan Neth, Executive Director

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio
Majeed G. Makhoulf, Director of Law

SARAH D CAMMOCK, ASSISTANT LAW DIRECTOR

By: 

Name: 2014-02-04 09:45:06

Date: _____

Exhibit A

Insurance Requirements

The PROVIDER 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 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.

(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.

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.

2. **Additional Insurance Coverage**

Each of the following eight items is optional unless otherwise required by the terms of this specification.

(a) **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 the preceding items (a)-(c).

(b) **All Risk Equipment Insurance** covering all risk of physical damage to equipment provided for use by PROVIDER.

(c) **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.

(d) **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.

(e) **Liquor Liability Insurance** with a limit of liability not less than:

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

(f) **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.

(g) **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.

(h) **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.

Insurance Coverage Terms and Conditions

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 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.
7. The PROVIDER 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.