COUNTY OF CUYAHOGA, OHIO Lutheran Metropolitan Ministry Contract CE 1300065 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 Lutheran Metropolitan Ministry, a corporation not-for-profit, with principal offices located at 4515 Superior Ave., Cleveland, Ohio 44103 (herein after referred to as "Vendor") for the purchase of guardianship of adult 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 \$52,000.00. The total amount of the contract shall not exceed \$527,000.00 for the contract period.

Unit Rate	Service	Current Contract Value	\$ Change	Amended Contract Value
\$68.18	Guardianship of Adult Services	\$475,000.00	\$52,000.00	\$527,000.00
	Grand Totals:	\$475,000.00	\$52,000.00	\$527,000.00

DSAS will allocate an amount not-to-exceed <u>Three Hundred Twenty Six Thousand dollars</u> (\$326,000.00) for the delivery of services by the Vendor to clients referred by DSAS.

The Probate Court, through the County, will allocate an amount not-to-exceed **Two Hundred and One Thousand dollars (\$201,000.00)** for the delivery of services by the Vendor to clients referred by the Probate Court. The Application specifications in Article I do not apply to funds allocated from the Cuyahoga Cunt Probate Court. All other portions of the contract will apply.

MODIFICATION/CHANGE #2

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 \$527,000.00 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.

LUTHERAN METROPOLITAN MINISTRY **COUNTY OF CUYAHOGA, OHIO**

Edward FitzGerald, County Executive

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