

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"), to implement the Emergency Solutions Grant Program, effective October 1, 2012, Cuyahoga County Contract No. CE - 1300127-01.

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.

2. The term of the contract is to be extended to September 30, 2014.

3. No increase in current contract amount.

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

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

MHS, Inc.

BY: Susan Rush

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

BY:

Ed FitzGerald/apc
Edward FitzGerald, County Executive