

**FIRST AMENDMENT TO AGREEMENT BETWEEN**  
**COUNTY OF CUYAHOGA,**  
**OHIO AND**  
**MAXIMUS CONSULTING SERVICES, INC.**

THIS FIRST AMENDMENT (the "Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (Effective Date"), by and between the County of Cuyahoga, Ohio, on behalf of the Cuyahoga County Dept. of Health and Human Services ("the County"), and MAXIMUS Consulting Services, Inc., with its principal place of business at 2400 Corporate Exchange Drive, Suite 240, Columbus, Ohio 43231, a Virginia corporation ("Provider"), through its duly authorized agent.

**RECITALS**

WHEREAS, the County and Provider entered into a Software Maintenance Agreement for the Program Expenditure Tracking System for Windows (PET) on March 20, 2013, for a term starting on January 1, 2013 through December 31, 2013, for the total amount not to exceed \$2,150.00 ("Agreement"); and

WHEREAS, the County desires to extend the term of the Agreement to June 30, 2014, and increase the amount by \$1,075.00; and

WHEREAS, the County and Provider have mutually agreed that changes are necessary to the terms and provisions contained in the original Agreement; and

WHEREAS, by executing this Amendment, the County and Provider agree to be bound by this Amendment, and Provider agrees to provide the services according to the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Provider and the County agree as follows:

**I. AMENDMENT OF CONTRACT TERM**

The Term of the Agreement is extended from January 1, 2014 to June 30, 2014.

**II. AMENDMENT OF CONTRACT AMOUNT**

The Amount of the Agreement is increased by \$1,075.00.

### **III. AMENDMENT OF TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement, as amended, without cause upon 30 day prior written notice to the other. In the event the Agreement is so terminated by the County, County shall pay the Provider for all services rendered and reasonable costs incurred through the effective date of termination. In the event of termination for any reason, the County agrees to provide written certification that the original and any copies of all or any portion of the System affected by the termination have been destroyed or, if Provider gives notice to the County, the County shall deliver the original and any copies of the System to Provider within ten (10) days of the County's receipt of such notice.

### **IV. AMENDMENT OF INDEMNIFICATION**

Provider acknowledges that as an Ohio political subdivision, the County does not indemnify any person or entity. Provider agrees that no provision of the Agreement 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

### **V. AMENDMENT OF INSURANCE**

The Provider shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to its products, services, work and/or operations performed in connection with this Agreement.

#### **A. Mandatory Insurance Requirements**

(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).

(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 used by Provider. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) per

occurrence;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(d) Professional Liability Insurance/Errors & Omissions Liability Insurance providing coverage for claims arising out of the Provider's professional services performed 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 design, architectural, engineering or other Professional services or activity related to this Agreement.

#### B. Insurance Coverage Terms and Conditions

1. The insurance policies of the Provider required for this Agreement, with the exception of the Professional Liability/Errors & Omissions Liability 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 Agreement 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- (A minus) VII or above.

3. These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Agreement 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 Agreement.

5. 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 Agreement.

## VI. INCORPORATION

The provisions of this Amendment are incorporated into the original Agreement, as if fully rewritten in the Agreement. All terms used in this Amendment shall be defined and construed in the manner set forth in the original Agreement. Except as otherwise provided in, or as otherwise necessary or appropriate to give effect to the terms of this Amendment, all the provisions, terms, and conditions contained in the Agreement and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the original Agreement and this Amendment, the terms, the conditions and provisions of this Amendment shall control.

## VII. ELECTRONIC SIGNATURE

PROVIDER AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL AMENDMENT 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. PROVIDER ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY 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 Provider have each caused this Amendment to be signed and delivered by its duly authorized representative as of the Effective Date written above.

MAXIMUS Consulting Services, INC.

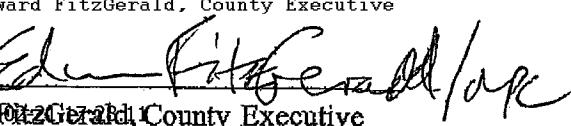
COUNTY OF CUYAHOGA, OHIO

BY: 

Adam Potatnick  
Vice President  
Assistant General Counsel

DATE: 2/4/14

Edward FitzGerald, County Executive

BY:   
Edward FitzGerald, County Executive

DATE: \_\_\_\_\_