

RESOLUTION NO. 67-2006

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH VALUED RELATIONSHIPS, INC. FOR MONITORING EQUIPMENT AND DECLARING AN EMERGENCY

WHEREAS, the Mayor has negotiated an agreement with Valued Relationships, Inc. to provide monitoring equipment to render electronic home response services to the Village of Richfield; and

WHEREAS, this Council further finds that this is a necessary service which will protect the health, safety and welfare of the residents of the Village of Richfield; and

WHEREAS, this Council wishes this agreement to go into effect October 1, 2006 in order to provide necessary health services to the residents at a cost savings to the Village.

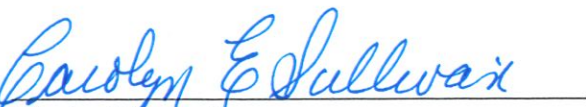
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Valued Relationships, Inc. to provide monitoring and equipment necessary to render electronic home response services to the Village of Richfield, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to provide necessary safety services to the Village of Richfield residents beginning October 1, 2006; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 10/3/06


President of Council

ATTEST:

Clerk of Council


Mayor

Dated: 10/3/06



September 25, 2006

Electronic Home Response Service Agreement

This Electronic Home Response Services Agreement is made effective this _1st day of October 2006, by and between Valued Relationships Inc. an Ohio corporation, doing business as VRI (hereinafter "Provider"), and Richfield Village (hereinafter "Agency").

Witnesseth:

WHEREAS, "Agency" is an agency located at 4410 W. Streetsboro Rd, Richfield Village, Ohio 44286-0387; and

WHEREAS, "Provider" is capable of providing monitoring and equipment necessary to render electronic home response services to Agency; and

WHEREAS, the parties desire to enter into an Agreement to provide electronic home response service to clients of the Agency.

NOW THEREFORE, it is agreed as follows:

1. Provider services: During the term of this agreement, Provider shall provide 24-hour home monitoring service for emergency assistance to individual clients of Richfield Village. Monitoring Center shall be staffed 24 hours per day, 365 days per year with trained personnel who are skilled in dealing with emergencies. The center shall be able to accept multiple signals simultaneously and provide direct and immediate two-way voice communication between the operator and subscriber. To ensure that all subscriber information is available immediately to the center operator, the center's computer is able to retrieve and display the subscriber's personal information immediately upon receiving an emergency signal from the subscriber. During the term of this Agreement, Provider agrees and warrants that the monitoring Center will be operated and utilized in accordance with the above specifications.

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- A) Fees: Provider will charge Agency a rate per month for each account that is actively monitored as of the end of the month in advance for the following month. The rate charged will be \$15 per month per active subscriber for each unit in service for monitoring. This fee represents the rental of equipment and monitoring. Agency is responsible for payment of fees regardless of any fees it does or does not collect from its subscribers. If Agency should be more than 60 days past due, Provider may at its option cease services to subscribers upon notice to subscriber and Agency, and / or begin billing directly to subscribers, neither of which shall be construed as relieving Agency of its obligation to pay in accordance to the term of this agreement.
- B) Billing. Agency will be billed for their subscriber's active on the last day of the month for the following month's service. Agency, at no charge, may maintain inventory on the shelf up to an amount equal to no more than 5% of the number of Agency's active subscribers. If Agency should have an abundance of shelf inventory, Provider reserves the right to charge for such inventory if it is not returned promptly to Provider upon Providers request. Any equipment which is lost or damaged while in possession of Agency, its agents, employees, or customers is the responsibility of Agency and will be billed at Providers current charges at time of loss.

2. Availability of Services. During the term of this Agreement, Provider shall have the following duties and responsibilities:

A. Provider will make available a toll-free telephone number for subscribers to Provider's Monitoring Center from anywhere in the Continental United States. Provider's Monitoring Center shall be staffed 24 hours a day, 365 days a year.

B. Provider shall furnish special adapted buttons to Agency for subscribers who, for reasons associated with their physical condition, are unable to use standard buttons. Said adapted buttons will be made available at an additional charge to the Agency.

C. Provider shall provide training to a minimum of 2 staff members during the same training session in order for Agency to properly operate an ongoing personal response program using Providers equipment.

3. Use, Testing, and maintenance notifications: Provider will notify Agency of any subscriber who fails to test their service. Provider shall notify Agency of any use of the system in which assistance is summoned.

4. Entire Agreement. This Agreement represents the entire agreement between the parties. This agreement cannot be altered, modified, discharged, or amended, in whole or in part, except by a writing executed by the parties hereto.

5. All notices, pursuant to this agreement shall be in writing and shall be given by depositing said notices in the United States Registered or Certified Mails, Return Receipt Requested, addressed to the parties hereto at the addresses set forth in this

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section, or to such other address as may hereafter be specified by any party or parties. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.

6. Independent Contractors. The Agency and Provider are both independent contractors and are not partners or joint ventures with each other. Nothing in this Agreement shall be construed as authorizing or appointing either party or any of its agents, representatives, or employees to represent the other in any manner. Provider's personnel are employees of Provider, and Provider will pay all compensation, employment taxes, benefits, and reimbursement of expenses to said employees.
7. Provider will maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance having a combine single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of Provider's obligations under this Agreement. Provider will furnish to Agency, certificates evidencing said insurance. Provider further agrees to maintain for a period of not less than three (3) years following the termination of this Agreement any insurance required hereunder if underwritten on a claims-made basis. Provider shall also maintain Workers' Compensation Insurance on its employees throughout the term of this Agreement. It is strongly recommended that Agency carry similar insurance for its own protection. Agency acknowledges that Provider is providing a service which depends on the telephone network and certain electronic devices all of which are out of the control of the Provider and may fail causing the response center not to receive a call for help including the failure of the subscriber to actually activate the transmitter. Agency acknowledges that it shall inform subscribers of the limitations of the service and that damages should they ever be accessed, shall be limited to the equivalent of one years cost of services.
8. Severability. If any of the provisions of this Agreement shall be declared invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of the Agreement.
9. Waiver of Breach. One party's waiver, express or implied, of any default by the other party of any provision of this Agreement is not a waiver of any other default. A party's waiver of any default shall not affect the right of that party to require performance of the defaulted provision at any future time.
10. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Ohio.
11. Term: This agreement shall have a term of 4(four) years and renew for same term unless written notification is made by one party to the other as to the cancellation or

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modification at least 30 days in advance of renewal date. Agency agrees to use Provider as it's exclusive vendor for personal emergency response services during the term of this agreement. Provider agrees the rate shall remain the same during the entire length of this agreement and can only be modified at renewal with a minimum of 60 days advance notice.

Notice to Provider: VRI
C/o Darren Torrence
330 Progress Road
Dayton, Ohio 45449

Notice to Agency: Office of The Mayor
The Village Of Richfield
4410 W. Streetsboro Rd.
Richfield, Ohio 44286-0387

The authorized representatives of the parties have signed this Agreement to be effective on the date first stated above.

By Michael K. Lyons
Michael K. Lyons
Date 9/28/06

Valued Relationships Inc.
By GREG HOFFERT
GREG HOFFERT
Date 9/25/06

APPENDIX A

Personal response voice service utilizing VRI equipment featuring care calls, monthly test calls (voice or silent), superior button transmission and voice range, necklace or wrist strap transmitter. \$15.00/month

Optional Items:

- Add inactivity timer to above \$2.50/month additional
- Add Non-English language to above, no additional charge (included)

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Add reminder service (outbound calls to subscribers as a check in, appointment reminder, etc..) \$10.00 per month and .45 per call additional

Additional services:

Personal Help Button: \$30(for extra buttons)All rental units include 1 button

Special adaptive transmitters for individuals who can't activate a standard help button:

Call for price, depends on transmitter used

Available transmitters include: Sip-and puff, light touch, rocking lever, wobble, pillow, eye blink and many others.