

**Amendment to Contract
For Children and Family
Supportive Services**

THIS AMENDMENT (the "Amendment") is made this _____ day of _____ 2013, by and between **CUYAHOGA COUNTY**, an Ohio political subdivision, on behalf of its Division of Children and Family Services (the "County"), and **GUIDESTONE**, an Ohio non-profit corporation (the "Provider").

RECITALS

WHEREAS, County and Provider entered into a Contract for supportive services for children and families at risk in Cuyahoga County dated January 1, 2013 (the "Contract") wherein the Provider agreed to provide the County with certain services in accordance with Ohio Revised Code Chapter 5153; and

WHEREAS, County and Provider desire to extend the term of the Contract as set forth herein.

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, the parties agree to amend the Contract as follows.

ARTICLE 1.

Amendments

- 1.1 Contract Period.** The first paragraph of Section 2.A of the Contract is hereby deleted in its entirety and replaced with the following:

This Contract will be effective for the period, January 1, 2013 through March 31, 2014, both inclusive, unless otherwise terminated, at an amount not to exceed the following amount which shall be identified as the "Maximum Dollar Amount."

- 1.2 Indemnification.** The following paragraph is added to Section 17 of the Contract:

Provider acknowledges that, as an Ohio political subdivision, the County does not indemnify any person or entity, and 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.

1.3 Law Governing Contract/Forum. The following is added as new paragraph F. to Section 25:

F. Provider represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Provider must make the County whole for any damages sustained by the County.

1.4 Insurance. New Section 27 is added, to read as follows:

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, and 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 provision of 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 date of this Amendment.

E. General Terms and Conditions.

(i) The insurance policies of the Provider 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:

(a) Thirty (30) days prior notice of cancellation or material change;

(b) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

(ii) 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.

(iii) These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Contract or as provided by law.

(iv) 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.

(v) 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.

ARTICLE 2.

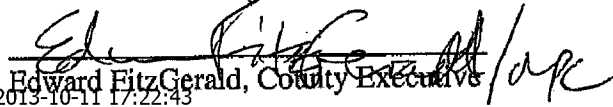
General Provisions

- 2.1 Incorporation.** All terms and conditions of the Contract not amended hereby shall remain in full force and effect. In the event of a conflict between this Amendment and the Contract, this Amendment shall control. All capitalized words not otherwise defined herein shall have the same meaning as in the Contract.
- 2.2 Electronic Signature.** The parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Amendment shall have the same legal effect as if that signature was manually affixed to a paper version of this Amendment. The Parties also agree, 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 Parties have each caused their duly authorized representatives to execute this Amendment as of the date aforesaid.

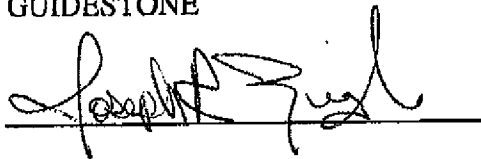
CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive


Edward FitzGerald, County Executive
2013-10-11 17:22:43

Date: _____

GUIDESTONE



Date: August 5, 2013