

CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION
AMENDMENT TO THE
APPLEWOOD CENTERS, INC.
SEX OFFENDER ASSESSMENT AND TREATMENT SERVICES
CE1300075

THIS AMENDMENT is entered into this _____ day of _____, 2013 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and **Applewood Centers, Inc.**, a corporation not-for-profit, with principal offices located at 10427 Detroit Avenue, Cleveland, Ohio 44102(hereinafter called the "VENDOR").

WITNESS THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct Sex Offender Assessment and Treatment Services.

NOW, THEREFORE, it is agreed that the CONTRACT by and between the COUNTY, the COURT and the VENDOR for services to be rendered from February 1, 2013 to January 31, 2015 is hereby amended to include the following revision to sections:

- To increase the funds in the amount of \$70,000.00. This changes the not-to-exceed value of the contract from \$110,600.00 to \$180,600.00.
- To extend the agreement for five (5) additional months, from January 31, 2015 to June 30, 2015.
- INDEMNITY - The VENDOR hereby indemnifies, defends and holds harmless the COUNTY and the COURT and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of the VENDOR, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by the VENDOR under any terms or provisions of this AGREEMENT. The VENDOR acknowledges that, as a political subdivision of the State of Ohio, the COUNTY, nor the COURT, does not indemnify any person or entity. The VENDOR agrees that no provision of this contract or any other contract or AGREEMENT between the VENDOR and the COUNTY may be interpreted to obligate the COUNTY and the COURT to indemnify or defend the VENDOR or any other party.

• **Insurance Requirements**

The VENDOR 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.

- A. **Mandatory Insurance Requirements** - The following items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability 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.

- d. Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services 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 activity related to this Contract.

B. Insurance Coverage Terms and Conditions - The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- Thirty (30) days prior notice of cancellation or material change;
 - A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
1. 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.
 2. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
 3. 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.
 4. 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.
 5. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
 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.

- **ELECTRONIC SIGNATURES** - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting 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 if the signature was manually affixed to a paper version of the document. The VENDOR also agrees 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.

All other sections of the original contract shall remain the same.

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this AMENDMENT to the CONTRACT.

Applewood Centers, Inc.

By: Melanie K. Sachs

Cuyahoga County Court of Common Pleas, Juvenile Court Division

By: Marita Kavalec TM
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio
Edward FitzGerald, County Executive

By: Ed FitzGerald / arc
Edward FitzGerald, County Executive