

**THIRD CONTRACT AMENDMENT
WITH
CASE WESTERN RESERVE UNIVERSITY
CE1000207-01, 02, 03, 04
Amendment #3**

This **Third Amendment** to Contract # CE1000207-01 ("Third Amendment"), is entered into this day of _____, 2013 ("Effective Date"), by and between the County of Cuyahoga, Ohio, (hereinafter referred to as "COUNTY"), on behalf of the Office of Early Childhood (hereinafter referred to as "OEC"), and Case Western Reserve University, on behalf of the Center on Urban Poverty & Community Development within the Mandel School of Applied Social Sciences, a non-profit corporation, with principal offices located at 10900 Euclid Ave., Cleveland, OH 44106 (hereinafter referred to as the "CONSULTANT"). Through its duly authorized officer.

Recitals:

1. The County entered into Contract # CE1000207-01 with CONSULTANT on February 8, 2010, to obtain professional services necessary for the management of the Invest in Children Program, from December 1, 2009 to May 31, 2011, for a contract amount not to exceed \$550,000.00; and
2. The County entered into a First Amendment to the Contract, Contract # CE1000207-02, with CONSULTANT on October 6, 2011, to amend the scope of services, extend the contract term to December 31, 2012, and add \$403,333.00 in additional funds, and
3. The County entered into a Second Amendment to the Contract, Contract # CE1000207-03,04 with CONSULTANT on November 26, 2012 to extend the contract term to June 30, 2013; and
4. The County desires to extend the term of the Contract, from June 30, 2013 to December 31, 2013; and
5. By executing this Third Amendment, the COUNTY and CONSULTANT agree to be bound by this Third Amendment, and CONSULTANT agrees to provide services during the term specified by this Third Amendment.

In consideration of the following payments and the mutual promises contained in this third Amendment, the parties agree to amend the Contract as follows:

1. **Amending Article 2. CONTRACT PERIOD:**
Extending the time frame of the contract from December 1, 2009 through June 30, 2013 to December 31, 2013.

2. Amending Article 22. INSURANCE

The CONSULTANT 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

(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).

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) 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:

\$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

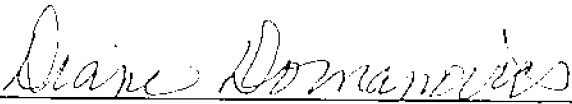
a) The insurance policies of the CONSULTANT required for this contract, with the exception of the Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the

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.
 - b) 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.
 - c) These insurance provisions shall not affect or limit the liability of the CONSULTANT stated elsewhere in this Contract or as provided by law.
 - d) The CONSULTANT 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.
 - e) The CONSULTANT 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.
3. The provisions of this Third Amendment are incorporated into the original Contract, as if fully rewritten in the Contract. All terms used in this Third Amendment shall be defined and construed in the manner set forth in the original Contract. Except as otherwise provided in, or as otherwise necessary or appropriate to give effect to the terms of this Third Amendment, all the provisions, terms, and conditions contained in the Contract, as amended, and not inconsistent with this Third Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the original Contract, as amended and this Third Amendment, the terms, the conditions and provisions of this Third Amendment shall control.
4. **ELECTRONIC SIGNATURE.** THE PARTIES AGREE ON BEHALF OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY EITHER PARTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE PARTIES ALSO AGREE ON BEHALF OF THE AFOREMENTIONED PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND COMPANY AGREES TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF THE COUNTY

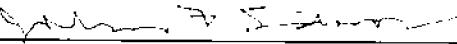
IN WITNESS WHEREOF, the parties have executed this Third Amendment by their duly authorized officers as of the Effective Date first written above.

CASE WESTERN RESERVE UNIVERSITY

By: 
Diane Domanovics

Title: Assistant VP for Research

Date: 10/16/13

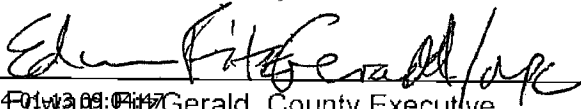
By: 
John Sideras

Title: Senior VP for Finance & CFO

Date: 10-17-13

COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: 
2014 Edward FitzGerald, County Executive

Date: _____