

**CUYAHOGA COUNTY
DIVISION OF CHILDREN AND FAMILY SERVICES**

CONTRACT No.CE1100752-01

Amendment No. 2

The before identified Contract was previously approved by the County of Cuyahoga, Ohio (the "County") and is between the County, on behalf of its Division of Children and Family Services and **Case Western Reserve University**, identified for the purpose of this amendment as the Provider.

WHEREAS, the purpose of the Amendment is to replace section 2.A of the Contract with an amended section 2.A to extend the contract period from September 29, 2013 through December 31, 2013, to increase the Contract by \$25,000.00, and to add certain insurance provisions required by the County.

THEREFORE, the Contract will be amended as reflected below.

Amendment, part 1:

Section 2.A. will read as follows, after this Amendment is approved:

2. CONTRACT PERIOD

A. This Contract will be effective for the period from September 30, 2011 through December 31, 2013, both inclusive, unless otherwise terminated, at an amount not to exceed \$319,062.00 (the "Maximum Dollar Amount").

Amendment, part 2:

The original Contract, any other Amendments which may exist, and this Amendment are subject to all other terms, conditions and obligations set forth in the original Contract that have not been modified by the terms of this Amendment or modified based upon the purpose for this Amendment.

Amendment, part 3:

Electronic Signature

BY ENTERING INTO THIS AMENDMENT, PROVIDER AGREES ON BEHALF OF THE CONTRACTING OR SUBMITTING 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 THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. PROVIDER 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.

Amendment, part 4

Insurance - The Contract is amended to add new Section 13.A to read as follows:

13.A Insurance

The contractor 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) **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.

Wherefore, the parties have entered into Amendment and this Amendment has been approved the County.

County of Cuyahoga, Ohio: Executive

Edward FitzGerald
Edward FitzGerald, Cuyahoga County Executive Date

PROVIDER:

Diane Domanovics
(Authorized Signature) 10/1/13
Date

By: Diane Domanovics, Assistant VP for Research
Name (printed) and Title

John Sideras
John Sideras, Senior VP for Finance & CFO Date