

**CONTRACT
Between
COUNTY OF CUYAHOGA, OHIO
And
CASE WESTERN RESERVE UNIVERSITY**

Amendment No. 1

This First Amendment ("First Amendment") amends the contract entered into by and between the County of Cuyahoga, Ohio (hereinafter called "County"), with its principal office located at 1219 Ontario Street, Cleveland, Ohio 44113, and Case Western Reserve University (hereinafter called "Vendor"), a not-for-profit corporation with its principal office located at 10900 Euclid Avenue, Cleveland, Ohio 44106.

Whereas pursuant to the Children Exposed to Violence Demonstration Project, the United States Department of Justice awarded the County a grant for strategy implementation regarding children's exposure to violence in their homes, schools and communities IN Cuyahoga County; and

Whereas, the County and Vendor entered into a Contract for the implementation of the Children Exposed to Violence Initiative for the County effective November 11, 2011 ("Contract"); and

Whereas, the parties now desire to amend the Contract to extend the term of the Contract in addition to other revisions;

NOW, THEREFORE, for valuable consideration the validity and sufficiency of which is hereby acknowledged, the County and Vendor agree as follows:

1. SECTION 1. SCOPE OF SERVICES; SECTION VIII. Term

These sections are hereby amended to show a new end date of June 30, 2014. The term of the Contract shall now be November 1, 2011 through June 30, 2014. No additional funds are required.

2. The following sections are hereby inserted into the Contract:

SECTION XIV. GOVERNING LAW; JURISDICTION

This Contract will be governed by the laws of the state of Ohio, without reference to the principles of conflicts of law. Any suit arising from or relating to this Contract shall be instituted in a state or federal court in Cuyahoga County, Ohio, and the parties hereby agree to submit to the venue and personal jurisdiction of any such court. The Contract is subject to the review of the County's Law Department as to legal form and correctness.

SECTION XV. CONFIDENTIALITY

- a. The Vendor shall take all steps necessary to protect the County's trade secrets.
- b. The Vendor shall also treat as proprietary and confidential any and all information belonging to County, which is disclosed to Vendor in the course of performance of

Services under this Contract (the "Confidential Information"). Vendor shall only use Confidential Information for the purposes of this Contract. Vendor agrees not to disclose or reveal to any outside party or use for its own benefit, either directly or indirectly, any information which it may acquire or develop or, has acquired or developed concerning the technical or business affairs or other private or confidential matters, information, or data of County without prior written permission of County. County will abide by law in granting or denying any permission for disclosure. Confidential Information shall not include information that is in the public domain.

- c. If Vendor fails to meet its obligations to protect the Confidential Information, County may seek equitable relief.

SECTION XVI. INSURANCE

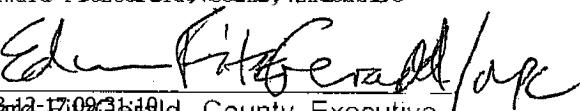
- a. The Vendor shall have in effect during the Term of the Contract comprehensive general liability insurance naming Cuyahoga County and its employees as co-insured or additional insured. The Vendor shall have (1) Comprehensive General Liability, including Public Liability in the amount of \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate; and (2) Professional Liability Insurance in the amount of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate. The insurance shall protect the County and its officials, officers, employees, agents, representatives, departments, agencies, boards, commissions and other authorities and any subcontractor performing work covered by the Contract against claims for personal injury including accidental death, as well as for property damages which may arise from operations under the Contract whether such operations be by contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. A Certificate of Insurance with the minimum levels of insurance shall be submitted to the County prior to execution of the First Amendment.
- b. Subcontractor's Insurance (if applicable) - The Vendor shall either (1) require each of its subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability, Property Damage and Vehicle Liability Insurance of type and in the amounts specified above, or (2) insure the activities of the subcontractor in its own policy as specified above.
- c. Special Provisions – The policy or policies shall contain the following special provisions: "The Company agrees that (10) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice shall be mailed to the Cuyahoga County Office of Procurement and Diversity, County Administration Building, Second Floor, 1219 Ontario, Cleveland OH 44113.

Except as set forth in this First Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the Contract, the terms of this First Amendment will prevail.

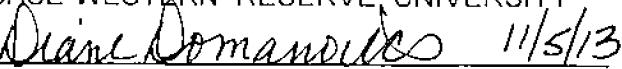
[SIGNATURE PAGE TO FOLLOW]

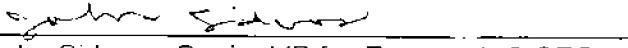
IN WITNESS WHEREOF, the County of Cuyahoga, Ohio, and Case Western Reserve University have caused this First Amendment to be executed this _____ day of _____, 2013.

COUNTY OF CUYAHOGA, OHIO


Edward P. Fitzgerald, County Executive
2013-17093619Id, County Executive

CASE WESTERN RESERVE UNIVERSITY


Diane Domanovics 11/5/13
Diane Domanovics, Assistant VP for Research


John Sideras, Senior VP for Research & CFO

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio
Majeed G. Makhlof, Director of Law

By: LISA C AVERYHART, ASSISTANT DIRECTOR OF LAW

Name: Lisa C Averyhart
2013-12-18-10-26:57

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	1-630-773-3800 Arthur J. Gallagher Risk Management Services, Inc. Higher Education Division 300 S. Riverside, Suite 1900 Chicago, IL 60606 Bill Powell	CONTACT NAME: Rachel Laylo PHONE (AIC No. Ext): 312-803-7411 EMAIL ADDRESS: rachel.laylo@AJG.com	FAX (AIC No.): 312-803-7443
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: LEXINGTON INS CO	NAIC # 19437
		INSURER B: HANOVER INS CO	22292
		INSURER C: Safety National Insurance Co.	
		INSURER D: ACE AMER INS CO	22667
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 36785204 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR W/CO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	37205394	11/01/13	11/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 S
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS Comp Ded: <input checked="" type="checkbox"/> Coll Ded: <input checked="" type="checkbox"/>	SCHEDULED AUTOS X NON-OWNED AUTOS	AHC-9738124-00	11/01/12	11/01/13	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
A	UMBRELLA LIAB X EXCESS LIAB	X OCCUR CLAIMS-MADE	15438260	11/01/13	11/01/14	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 S
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SP4049832	11/01/13	11/01/14	X WC STATU- TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Miscellaneous Professional Liability		MPB G25590338 001	10/10/13	10/10/14	Per Claim \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Children Exposed to Violence Demonstration Project

The County of Cuyahoga, OH and its employees are additional insured on the General Liability as respects the Named Insured's operations.

CERTIFICATE HOLDER

CANCELLATION

County of Cuyahoga, Ohio 1219 Ontario Street Cleveland, OH 44113 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE