

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

CONTRACT No. CE1200501-01

Amendment No. 1

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 **The Mokita Center, Inc.**, an Ohio corporation (the "Vendor").

RECITALS

WHEREAS, County and Vendor entered into a Contract for certain Juvenile Sex Offender & Victim Support Services effective September 1, 2012 (the "Contract"); and

WHEREAS, County and Vendor 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. Section 2.1 of the Contract is hereby deleted in its entirety and replaced with the following:

2.1 Term. The term of this Contract shall commence on **September 1, 2012** (the "Effective Date") and, unless extended or earlier terminated in accordance with the provisions of this Contract, shall terminate on **August 31, 2014** (the "Term").

1.2 Insurance. New Section 4.2 is added, to read as follows:

4.2 **Insurance**

4.2.1 **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.

4.2.2 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.

4.2.3 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. Or, Personal Automobile Liability Insurance, such insurance shall provide a limit of less not then \$250,000 per person and \$500,000 for bodily injury and property damage per accident."

4.2.4 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 date of this Amendment.

4.2.5 General Terms and Conditions.

(i) The insurance policies of the Vendor 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 Vendor stated elsewhere in this Contract or as provided by law.

(iv) The Vendor 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 Vendor 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.

1.3 Compliance With Laws. New Section 6.15.3 is added to read as follows:

6.15.3 Vendor 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 Vendor must make the County whole for any damages sustained by the County.

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.

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.

County of Cuyahoga, Ohio:

Edward FitzGerald, County Executive

Edward FitzGerald, Cuyahoga County Executive Date
2014-03-11 15:03:59

THE MOKITA CENTER, INC.

Roberta (Bibi) Palmer Date
(Authorized Signature) 11/14/13

By: Roberta Palmer - President
Name (printed) and Title