

**CONTRACT AMENDMENT
BY & BETWEEN
CUYAHOGA COUNTY
AND
THE EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY**

**Amendment #1
Against
Contract #CE 1200595-01**

Amendment to contract #CE 1200595-01 entered into this _____ day of _____, 2013, by and between Cuyahoga County, Ohio (the "County"), on behalf of the Office of Early Childhood ("OEC") and the Educational Service Center of Cuyahoga County ("ESC"), a political subdivision of the State of Ohio, with principal office located at 5811 Canal Road, Valley View, Ohio 44125 on behalf of Help Me Grow of Cuyahoga County ("HMG") for the Positively Moms Initiative for the purpose of amending the contract to extend the time and add additional insurance language as follows:

1. Amending Article II, TERMS OF SERVICE:

Extending the time from August 1, 2012 through July 31, 2013 to August 1, 2012 through December 31, 2013.

2. Amending Article XVIII. 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:

1. Mandatory Insurance Requirements

The following items (Worker's Compensation Insurance, Commercial General Liability Insurance, Business Automobile Liability Insurance and Professional Liability/Errors & Omissions 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) **Professional Liability Insurance/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.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, with the exception of the Workers Compensation Insurance and Professional Liability/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.

2. 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.

3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

4. 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.
5. 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.
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.

3. All other terms of the contract are hereby reaffirmed.

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 County and the ESC have entered into this contract amendment as of the day and year first written above.

Educational Service Center of Cuyahoga County

BY: _____ Robert M. Murphy _____

Help Me Grow of Cuyahoga County

BY: _____ Melissa S. Manor _____

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

BY: _____ Ed FitzGerald _____
Edward FitzGerald
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