

# **ADDENDUM TO SERVICE CONTRACT FOR SERVICES INVOLVING POTENTIAL CONTACT WITH MINORS**

**(Attachment 7d)**

**GENERAL LIABILITY INSURANCE:** While CONTRACTOR/SERVICE PROVIDER is performing services for the PARISH, CONTRACTOR/SERVICE PROVIDER shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence which includes a minimum of one million dollars (\$1,000,000) abuse and molestation coverage for claims arising out of alleged or actual child abuse or molestation.

**BACKGROUND CHECKS AND DISQUALIFYING OFFENSES:** CONTRACTOR/SERVICE PROVIDER is responsible for thorough screening and criminal background checks of its employees, agents, members, officers, and volunteers. CONTRACTOR/SERVICE PROVIDER shall not permit any employee, agent, member, officer, or volunteer of CONTRACTOR/SERVICE PROVIDER to enter the premises of the PARISH, including, if applicable, the PARISH's school, if that employee, agent, member, officer, or volunteer has been convicted of any sexual offense or any crime of violence as defined in §14-101 of the Maryland Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Maryland Criminal Law Article if committed in Maryland. If CONTRACTOR/SERVICE PROVIDER uses a subcontractor in the course of performing its obligations to the PARISH, CONTRACTOR/SERVICE PROVIDER shall impose via written contract with the subcontractor the same requirements and prohibitions on the subcontractor that this paragraph imposes on CONTRACTOR/SERVICE PROVIDER.

CONTRACTOR/SERVICE PROVIDER shall provide the PARISH with, and maintain documentation of, proof that it has complied with the background check and disqualifying offenses requirements set forth in this Addendum. CONTRACTOR/SERVICE PROVIDER shall be responsible to ensure that all new and existing employees remain in compliance with these requirements at all times. CONTRACTOR/SERVICE PROVIDER shall immediately remove any employee who is not in compliance with the background check requirements, or any employee whose conduct is deemed by the Parish, School, or Archdiocese of Washington, in their sole discretion, to be objectionable, unsafe, or detrimental to the safety and well-being of any children, staff, volunteers, visitors, or other facility users.

**AUTOMOBILE LIABILITY INSURANCE:** If applicable, CONTRACTOR/SERVICE PROVIDER shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the CONTRACTOR'S business in the minimum amount of one million dollars (\$1,000,000) combined single limit per accident.

**WORKER'S COMPENSATION INSURANCE:** CONTRACTOR/SERVICE PROVIDER shall maintain worker's compensation insurance as required by law.

**EVIDENCE OF INSURANCE:** CONTRACTOR/SERVICE PROVIDER agrees to provide evidence of the above insurance coverage to the PARISH, with proof that PARISH is an *additional named insured* on all liability policies.

**INDEMNIFICATION; NO WAIVER OF SUBROGATION:** CONTRACTOR/SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault of the

CONTRACTOR/SERVICE PROVIDER, or its employees, agents, members, or officers. PARISH does not indemnify, hold harmless, waive or limit any rights of recovery against the CONTRACTOR/SERVICE PROVIDER for any damages resulting from the willful or negligent acts of the CONTRACTOR/SERVICE PROVIDER associated with the contract. PARISH and CONTRACTOR/SERVICE PROVIDER agree that CONTRACTOR/SERVICE PROVIDER'S financial responsibility is limited to the amount of CONTRACTOR/SERVICE PROVIDER'S liability insurance in the event CONTRACTOR/SERVICE PROVIDER causes damage or loss to PARISH. Any provision attempting to limit CONTRACTOR/SERVICE PROVIDER's liability arising out of this contract to an amount less than one million dollars (\$1,000,000) shall be null and void. The terms of this paragraph shall survive the expiration of this agreement.

**RIGHT OF TERMINATION:** PARISH may terminate this agreement without cause at any time upon thirty (30) days' written notice to CONTRACTOR/SERVICE PROVIDER.

**NO ACCELERATED DAMAGES:** In the event of PARISH's default or breach of its obligations under this agreement, CONTRACTOR/SERVICE PROVIDER may not attempt to collect as liquidated or accelerated damages any future fees or payments from PARISH.

**CONTRACT OVERRIDE AND SEVERABILITY PROVISION:** CONTRACTOR/SERVICE PROVIDER and PARISH agree that this addendum overrides any and all portions of previous or concurrent agreements between CONTRACTOR/SERVICE PROVIDER and PARISH that contain language in contradiction with this addendum. If any portion of this Addendum to Service Contract is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACTOR/SERVICE PROVIDER and PARISH agree that the portion of the Addendum to Service Contract which is in conflict with the statute will be stricken from the Addendum to Service Contract with the remainder of the Addendum to Service Contract remaining binding for both parties.

**CONTRACTOR/SERVICE PROVIDER:**

**PARISH:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

(PARISH is understood to include the  
Archdiocese of Washington)

BY: \_\_\_\_\_  
PRINTED NAME

BY: \_\_\_\_\_  
PRINTED NAME

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**START DATE OF CONTRACT (Understood to be date signed if left blank):** \_\_\_\_\_

*Instruction to PARISH (Parish Use Only): This Addendum to Service Contract stands on its own as a legal contract between PARISH and CONTRACTOR/SERVICE PROVIDER should this addendum not be incorporated or attached to a contract.*