AMENDMENT TO CONTRACT CE1200040-03

Entering into an Amendment by and between the County of Cuyahoga, Ohio (the "County") and Case Western Reserve University in connection with Contract #CE1200040-03. This amendment is to extend the time frame from 7/1/2011-9/29/2013 to 7/1/2011 -3/31/2014.

All other conditions remain the same

XVII. ELECTRONIC CONTRACT

By entering into this Contract I agree on behalf of the contracting or submitting business entity, its officers, employees subcontractors, sub-grantees, 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. I also agree 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.

Edward FitzGerald, County Executive

Edward FitzGerald, County Executive

Case Western Reserve University

Diane Domanovics

Assistant VP, Sponsored Projects

Case Western Reserve University

John Sideras

Sr. VP for Finance & CFO

AMENDMENT TO CONTRACT CE1200040-01

Entering into a Contract Amendment by and between the County of Cuyahoga, Ohio (the "County") and Case Western Reserve University (CASE) a private University with principal offices located at 10900 Euclid Avenue, Nord 6th floor, Cleveland, Oh 44106 (CASE) in connection with CE1200040-01. This amendment is to increase the dollars in connection with the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Adult Treatment Drug Courts Grant Award for the second year of funding under the Grant.

The approved increase amount specified by the grant and in the original executed contract shall not exceed Sixty Five Thousand Dollars and Zero Cents (\$65,000.00) for approved and identified Grant activities as specified in Attachment "A" incorporated herein as part of this Amendment.

CUYAHOGA COUNTY HELD HARMLESS

The PROVIDER agrees to indemnify and hold harmless (and at the COUNTY'S request, defend) Cuyahoga County and its employees and elected officials, (each of which persons and organizations is hereinafter called an "indemnitee") from and against any and all claims, loss, damages, liability, costs, expense, judgment or obligation whatsoever, for or in connection with injury (including death) or damage to any person or property to the extent resulting from, the PROVIDER's negligent performance or PROVIDER's negligent failure to perform obligations hereunder applies without limitation to injury or damage to third parties and Cuyahoga County and its respective property.

The COUNTY will defend, indemnify and hold the PROVIDER harmless from any claim, suit, loss, cost, damage, liability or expense arising out of COUNTY's performance or actions under this Agreement, the COUNTY's use of any information, results, or Deliverables, PROVIDER's use of COUNTY Resources for the purposes provided by COUNTY, and/or claims by or relating to COUNTY Staff. Such defense will be conducted by attorneys reasonably acceptable to both parties. This obligation shall survive termination of the Agreement.

CUYAHOGA COUNTY ORDINANCES

All county Contracts/Agreements and amendments are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Board of Control, Contracting and Purchasing Ordinance, and the successful bidder shall comply with all such ordinances as an integral part of all County contracts.

XVII. ELECTRONIC CONTRACT

By entering into this Contract I agree on behalf of the contracting or submitting business entity, its officers, employees subcontractors, sub-grantees, 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. I also agree 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 Cuvahoga County.

Diane Domanovies. Asst. VP for Research

Office of Research Administration Case Western Reserve University

John Sideras, Senior VP of Finance & CFO

Case Western Reserve University

Edward FitzGerald, County Executive

County of Cuyanoga,

Edward FitzGerald, County Executive