

**First Amendment To
Contract for Women's Re-Entry Services
Between
The County of Cuyahoga
And
Recovery Resources**

This First Amendment ("First Amendment") to the Contract for Women's Re-Entry Services is entered into on this 1st day of July, 2013, by and between the County of Cuyahoga, Ohio ("the County") on behalf of the County's Sheriff's Department and Recovery Resources, a non-profit organization, with its principal offices located at 3950 Chester Avenue, Cleveland, OH 44114 (the "Provider").

Whereas, the County and the Provider entered into the Contract for Women's Re-Entry Services, Contract No. _____, effective July 1, 2012 (the "Contract") for Provider to provide re-entry services for the female inmates incarcerated at the County Jail ("Services"); and

Whereas, the Sheriff's Department desires to amend the Contract to include an extension of the term of the Contract for an additional year effective July 1, 2013 through June 30, 2014 at the same fee as the Contract, among other changes; and

Whereas, the Provider is willing to continue providing Services to the County on the terms stated herein;

NOW THEREFORE, it is hereby acknowledged and agreed that the Contract shall be amended as follows:

1. Article 2 of the Contract is hereby amended so that the County agrees to pay Provider Nineteen Thousand Two Hundred-Fifty Dollars and No/100 (\$19,250.00) per annum for a total of 16 hours per week to provide the Services as set forth in the Contract in the County Jail.
2. Article 4 of the Contract is hereby amended to extend the term of the Contract from July 1, 2013 through June 30, 2014.
3. Article 7 of the Contract is hereby replaced with the following new clause:

"Indemnification and Insurance:

- A. Indemnification. Provider shall indemnify and save the County and its officials, officers, employees, agents, representatives, departments, agencies, boards, commissions and other authorities harmless from suits or actions of every nature and description brought against the County for or on account of any injuries or damages received or sustained by a party (or parties) from (a) any negligent acts of the Provider, its' officials, owners, members, shareholders, officers, representatives, agents, and/or employees and subcontractors, or servants that arises out of the performance of the service contemplated hereunder and (b) any breach of the representations and warranties set forth herein.

Provider acknowledges that as an Ohio political subdivision, County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no Section of this Contract or any other contract or agreement between Provider and County may be interpreted to obligate County to indemnify or defend Provider or any other party.

- B. Insurance. Provider shall maintain at all times the following insurance naming the County and its employees as co-insured or additional insured and shall contain the following provisions: (a) thirty (30) days prior notice of cancellation or material change; and (b) waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

(i) **Worker's Compensation Insurance** 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.

(ii) **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.

(iii) **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."

4. Article 8 of the Contract is hereby replaced with the following:

"Termination: This Contract may be terminated by either party upon thirty (30) days written notice to the other party. Upon delivery of said notice and upon expiration of the thirty (30) day period, Provider shall discontinue all Services. Upon the termination of this Contract, Provider shall immediately return to County all County property, including, but not limited to, its Confidential Information and all copies thereof."

5. Article 9 of the Contract is hereby replaced with the following:

"Confidentiality: Provider shall take all steps necessary to protect County's trade secrets.

Provider shall also treat as proprietary and confidential any and all information belonging to County, which is disclosed to Provider in the course of performance of Services under this Contract (the "Confidential Information"). Provider shall only

use Confidential Information for the purposes of this Contract. Provider 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. If Provider fails to meet its obligations to protect the Confidential Information, County may seek equitable relief.”

6. Article 10 is hereby inserted into the Contract:

“Article 10: Miscellaneous:

- A. **Findings for Recovery.** Provider represents and warrants that it is not subject to an “unresolved” finding for recovery under the Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Provider must immediately repay to the County any funds paid under this Contract and must make the County whole for any damages sustained by the County.
- B. **Applicable County Ordinances.** All County contracts, including this Contract, 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 Contracting and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council’s web site at <http://council.cuyahogaCounty.us/>.
- C. **Notices:** All notices and other communications shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, and addressed to the party to receive such notice or other communication at the address given below, or such other address as may be designated by notice in writing. Such notices or other communications shall be effective upon receipt by an employee, agent or representative of the receiving party authorized to receive notices or other communication sent or delivered.
- D. **HIPAA.** The parties shall cooperate in operational requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any other applicable state or federal law governing protected health information, the confidentiality of alcohol and drug abuse records, or other records.
- E. **Governing Law:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio.”

7. Article 11 is hereby inserted into the Contract:

ARTICLE 11. ELECTRONIC SIGNATURE: BY ENTERING INTO THIS CONTRACT PROVIDER AGREES ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES,

SUBCONTRACTORS, SUBGRANTEES, 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 COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. PROVIDER ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY 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 TRANSACTIONS AND THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

8. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below.

ATTESTED:

CUYAHOGA COUNTY, OHIO

RECOVERY RESOURCES

Edward FitzGerald, County Executive

By:

Edward FitzGerald
2013-07-16 16:40:24
County Executive

By:

Deborah A. Rodriguez
President & CEO

The legal form and correctness
of this Contract is hereby approved:

Law Department
County of Cuyahoga, Ohio
Majeed G. Makhoul, Director of Law

By: _____
Name: _____
Date: _____