

## AGREEMENT

This Agreement is made and entered into as of the 1<sup>st</sup> day of July 2011, by and among University Hospitals of Cleveland, through its Division of Forensic Psychiatry ("University Hospitals") and Cuyahoga County Executive, Court of Common Pleas ("Cuyahoga County").

WHEREAS, the Court of Common Pleas, General Division, is desirous of providing psychiatric evaluation services within the Court Psychiatric Clinic; and

WHEREAS, University Hospitals has demonstrated its ability to provide forensic psychiatric services,

NOW THEREFORE, the parties agree as follows:

University Hospitals will provide the services of a psychiatric fellow in year 4 or 5 post-graduate training with a valid license to practice medicine in the State of Ohio, to perform psychiatric evaluations in the Court Psychiatric Clinic, sixteen (16) hours each week. The psychiatric fellow shall be an employee of University Hospitals and University Hospitals shall provide professional liability for said psychiatric fellow.

Cuyahoga County will reimburse University Hospitals for the psychiatric services at the rate of \$72,000.00 for the period from July 1, 2011 to June 30, 2012.

University Hospitals will designate a forensic psychiatrist to supervise the psychiatric fellow and report to the Director of the Court Psychiatric Clinic, who will verify the psychiatric fellow's performance. The Director of the Court Psychiatric Clinic will maintain appropriate records for review by the Administrator of the Court of Common Pleas.

This Agreement may be terminated by either party for any reason or no reason upon thirty (30) days prior written notice to the other party. Any notice required to be given to University Hospitals shall be given to: Attn: General Counsel, 3605 Warrensville Center Road, Shaker Heights, Ohio 44114.

The parties certify that they shall not violate the Anti-Kickback Statute and the Stark Law, as well as other state and federal laws governing the provision of health care services provided hereunder (including but not limited to HIPAA) as such laws are applicable, with respect to the performance of this Agreement, and that University Hospitals has provided notice to Cuyahoga County of the same.

IN WITNESS WHEREOF, the parties hereunto have set their hands on the dates set opposite the signatures of their respective offices.

**[The Remainder of this Page Intentionally Left Blank.]**

UNIVERSITY HOSPITALS OF CLEVELAND

8/13, 2011 BY:  
[Signature]  
Eric J Bieber, M.D., Chief Medical Officer

CUYAHOGA COUNTY COURT OF COMMON PLEAS

                    , 2011 BY:  
                      
Judge Nancy A. Fuerst, Administrative and Presiding Judge

CUYAHOGA COUNTY EXECUTIVE

Edward FitzGerald, County Executive, 2011 BY:  
[Signature]  
Exhibit 11-10109125:29

UHL 13 / 10109125:29 To Form  
Attorney ~                       
Printed ~                       
Date:                       
Halter Number