

**FIRST AMENDMENT
TO PROGRAM LETTER AGREEMENT
("Amendment")**

THIS FIRST AMENDMENT effective January 1, 2012 (the "Amendment Effective Date"), amends the Program Letter Agreement for Forensic Psychiatry ("Agreement"), effective as of July 1, 2011 (the "Agreement"), by and among University Hospitals Cleveland Medical Center d/b/a University Hospitals Case Medical Center ("UHCMC") and Cuyahoga County, Ohio ("County").

RECITALS

- A. UHCMC and County are parties to the Agreement;
- B. UHCMC and County desire to amend the Agreement by this Amendment.

NOW, THEREFORE, in consideration of the premises and their respective covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

1.1 Definitions. Capitalized terms used herein without definition herein have the meanings ascribed and restated in the Agreement.

ARTICLE II

- 2.1 Recitals. The party to the Agreement shall be "Cuyahoga County, Ohio."
- 2.2 Section 3. The Supervising Physician shall be John Barnett, M.D.
- 2.3 Section 5. For the period between the Amendment Effective Date and June 30, 2012 reimbursement of Hospital by Facility shall not exceed Thirty Four Thousand Dollars (\$34,000.00) for services provided pursuant to the Agreement.
- 2.4 Section 6. Section 6 shall be amended and restated as follows:

Full address to which Hospital shall send invoices for reimbursement:

Cuyahoga County Corrections Center
c/o Mary Akers, 6th Floor Fiscal
1215 W. 3rd St.
Cleveland, Ohio 44113

Full address to which reimbursement shall be made:

University Hospitals
Accounts Receivable
Lock Box 70328
Cleveland, Ohio 44190-0328

- 2.5 Section 8. Hospital shall name Cuyahoga County its officers and its employees as additional insured parties under Hospital general liability policy regarding Hospital's insurance exposure and obligations under the terms of the Agreement.

ARTICLE III


3.1 Full Force and Effect. Except as specifically amended or modified hereby, the Agreement remains in full force and effect in accordance with its terms. The amendments set forth herein are limited precisely as written and shall not be deemed to be an amendment to or waiver of any other term or condition of the Agreement or any of the documents referred to therein. This Amendment is a part of the Agreement and shall be subject to the terms and conditions thereof (as amended hereby).

3.2 Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

3.3 Authority. By signing below, the individuals attest that each is an authorized representative of their respective party with knowledge of the matters addressed herein and authority to bind such party to the terms contained in this Amendment

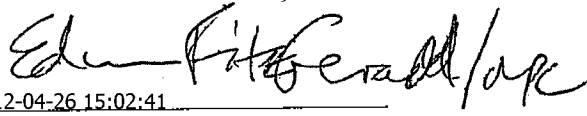
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

UNIVERSITY HOSPITALS CLEVELAND MEDICAL CENTER
d/b/a UNIVERSITY HOSPITALS CASE MEDICAL CENTER

By: 
Name: Eric J. Bieber, MD
Title: Chief Medical Officer

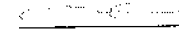
Edward FitzGerald, County Executive

CUYAHOGA COUNTY, OHIO

By: 
Name: _____
Title: _____

2012-04-26 15:02:41

APPROVED AS TO FORM

By: 
Print: Luke W. Cleland
Date: 3-26-2012
Matter: 11003
UHHS Law Department