

**FIRST AMENDMENT TO THE HEALTH SERVICES AGREEMENT BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF
COMMUNITY CORRECTIONS AND CORIZON, INC.**

THIS FIRST AMENDMENT TO THE HEALTH SERVICES AGREEMENT (hereinafter the "First Amendment"), is effective this 1st day of July, 2014, by and between Corizon, Inc. f/k/a Correctional Medical Services, Inc. (hereinafter the "Contractor") and the Lexington-Fayette Urban County Government, Division of Community Corrections (hereinafter the "Division"). Contractor and the Division are collectively referred to herein as the "Parties".

WHEREAS, on January 26, 2012, the County and the Division entered into an Agreement ("Agreement") under which the Contractor assumed the responsibilities for the provision of certain healthcare services to inmates of the County; and

WHEREAS, the parties wish to extend the term of the contract, add a provision for additional staffing, and adjust compensation;

WHEREAS, the Division and the County desire to amend the Agreement to effectuate the following changes:

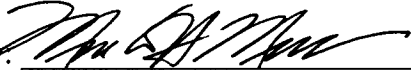
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. The Parties acknowledge that Contractor has changed its legal name from "Corizon, Inc." to "Corizon, L.L.C." wherever it appears in the Agreement.
2. The Parties agree to extend the current Agreement from July 1, 2014 through June 30, 2016. Pursuant to Section 8.1 of the Agreement, the parties agree that the Agreement may be renewed for one additional two (2) year extension, unless either party delivers written notice of non-renewal to the other party at least 90 days prior to the expiration of the then-existing term, in which event this Agreement will terminate upon the expiration of the then-existing term.
3. The Division hereby agrees to fund an additional evening shift 1.0 Full Time Equivalent (FTE) RN. The Staffing Matrix in Article II. Personnel of the Agreement shall be replaced with the Staffing Matrix in Exhibit A attached hereto and incorporated herein by reference.
4. The Division agrees to modify the base compensation in Article IX of the Agreement from \$247,777.00 per month to \$262,594.64 per month based on the additional FTE RN as mentioned above. This adjustment in compensation includes a 3.057% CPI increase as well as additional monies for the Full Time (FTE) RN mentioned above.

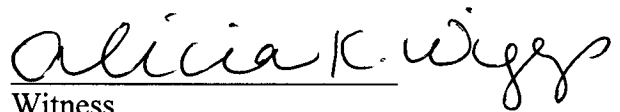
5. The Agreement stipulates that the cost of each subsequent year of the contract will be adjusted by the United States Department of Labor Consumer Price Index for All Urban Consumers (CPI-U) for the South Region. The parties agree to adjust the compensation in Article IX of the Agreement based on this Consumer Price Index for the twelve months ending March of each year. All other terms and conditions of the Agreement shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in their official capacity and with legal authority to do so.

CORIZON, L.L.C.

By: 

Title: SVP/CEO

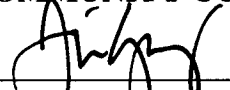


Witness

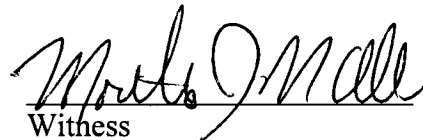
6/24/2014

Date

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT DIVISION
OF COMMUNITY CORRECTIONS**

By: 

Title: 



Witness

8.4.14

Date

EXHIBIT A

STAFFING PLAN

Position	Hours per Week	FTE
<i>Day Shift</i>		
Administrator	40	1.00
Director of Nursing	40	1.00
Medical Director	40	1.00
Midlevel Practitioner	40	1.00
RN	112	2.80
LPN	136	3.40
Administrative Assistant	40	1.00
Medical Records Clerk	66	1.65
Dentist	20	0.50
Dental Assistant	20	0.50
<i>Evening Shift</i>		
RN	152	3.80
LPN	168	4.20
<i>Night Shift</i>		
RN	112	2.80
LPN	152	3.80
Total Staffing	1,138	28.45