

Health Services Agreement

This Health Services Agreement between **BRADLEY COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, hereinafter referred to as the **COUNTY**, and **QUALITYCORRECTIONAL HEALTH CARE INC.**, hereinafter referred to as **QCHC**, is entered into as of this 1st day of July, 2009.

WITNESSETH:

WHEREAS, the **COUNTY** and **QCHC** desire to enter into an **INDEPENDENT CONTRACT AGREEMENT** regarding the provision of specified health care services by **QCHC** to inmates incarcerated in the **BRADLEY COUNTY DETENTION FACILITY** (hereinafter referred to as the **FACILITY**), operated by the **BRADLEY COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **BCSO**, and

WHEREAS, **QCHC** is authorized to do business in the State of Tennessee and has access to, or will have access to, or will contract for, the professional expertise and all requisite professional licenses to provide for health care services under this **AGREEMENT**, and

WHEREAS, **THE COUNTY** wishes to utilize the services of **QCHC**, or correspondingly, **QCHC**, wishes to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other goods and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I: HEALTH CARE SERVICES

Section 1.1 Primary Engagement. County hereby contracts with QCHC to provide for the delivery of primary medical services to prisoners of the Facility. The primary medical services will be provided to the prisoners of the Facility on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. This care is to be delivered to individuals under the custody and control of County at the Facility, and QCHC enters into this Agreement according to the terms and provisions hereof.

Section 1.2 Scope of Primary Services. The scope of primary services provided by QCHC is detailed as follows:

- (a) Primary Care. QCHC shall provide primary health care services for all persons committed to the custody of the Facility, except those identified in

Sections 1.6 and 1.7. This contract is based upon the assumption the FACILITY will average 408 inmates monthly. If the inmate population exceeds 430 in a three month consecutive time span QCHC reserves the right to enter into negotiation for additional compensation.

(b) Timing. The responsibility of QCHC for medical care of a prisoner commences with the booking and physical placement of said prisoner into the Facility. All services examinations and medical services will be conducted within a reasonable time of the request for care. Each incoming detainee will undergo a preliminary health screening approved by the Medical Director that will include medical and mental health screening. Performance of the screening will be completed by BCSO staff members that have been trained by the Medical Director. The nursing staff will review the intake screenings on a daily basis and triage medical or mental needs, concerns, or requests as appropriate.

Physical Assessments will be completed by the nursing staff within 14 days. Assessments will include, but not be limited to, review of receiving health and dental screening; medical examination (including review of mental and dental status); recording of vital information; collection of data to complete the medical, dental, mental health, and immunization history; laboratory and/or diagnostic tests as needed to detect communicable disease, including venereal disease and tuberculosis; review of the results of the medical examination, tests and identification of problems by the site physician; development and implementation of treatment plan, including recommendations concerning housing and program participation; initiation of therapy when appropriate; dental hygiene services, education, instruction or other tests and examinations as indicated or required.

(c) Place of Care. All physician sick calls, admission exams, screenings, physical assessments, dental exams and all other primary medical services shall be conducted on-site, at the Facility, unless otherwise addressed herein.

(d) Preventative and Maintenance Care. QCHC shall provide, at its own cost, preventative and maintenance care for all prisoners of the Facility, as more specifically described herein.

(e) Medication. QCHC will document the receipt and disbursement of all medication in a manner acceptable to the County. Medications that will not be included in the base price of the contract are HIV, Dialysis, Chemotherapy, Hepatitis, and Atypical Antipsychotic Drugs. These non-formulary medications will be provided for through the aggregate cap.

(f) Education of Prisoners. QCHC will provide health education services to the prisoners. Any services rendered by QCHC in the educational

context beyond the normal QCHC-patient setting will be subject to written approval by County.

(g) Education and Training of Correctional Officers. QCHC will provide annual training courses in Cardiopulmonary Resuscitation (CPR), Sudden Custody Death Syndrome and Suicide Prevention. Such annual training courses will be scheduled by County and QCHC at a mutually agreed upon time and location.

(h) First Aid for Correctional Personnel. QCHC will provide on-site first-aid medical services to correctional personnel. In the event of an emergency, County will call appropriate emergency medical providers. The services provided under this Section will be limited to triage-type evaluation and medical stabilization pending the arrival of emergency medical providers. QCHC will complete an injury report, in form suitable to County, for every event of service rendered under this Section 1.2(h).

(i) Mental Health Services. The Medical Director will oversee the mental health services provided to inmates. The services provided within the scope of services of QCHC includes evaluation, prevention and intervention; provision of a trained psychiatrist via telemedicine; multi-disciplinary initiatives; suicide prevention initiatives and appropriate communication of same to BCSO staff; medication management; training of the BCSO staff as appropriate and inmate education. Costs for any required mental health services not contemplated in this paragraph will be funded from the aggregate cap.

Section 1.3 Specialty Services. In addition to providing the primary services described above, QCHC will identify those prisoners requiring additional care and notify County immediately. QCHC will use its best efforts to provide County access to a physician specialty network through which County may obtain a reduction in the standard fees of the covered specialists. The specialty network will seek to include such medical services as cardiology, dermatology, gynecology, laboratory services, neurology, oncology, ophthalmology, orthopedic surgery, pathology, psychiatry, urology and other medical services to the extent such are determined to be medically necessary by QCHC.

(a) Emergency Specialty Services. Where emergency specialty care is required, QCHC shall make arrangements with the required providers. Transportation will be handled in accordance with Section 1.4 of this Agreement.

(b) Non-Emergency Specialty Services. Where non-emergency specialty care is required, QCHC shall make arrangements with the specialty providers and County shall provide transportation in accordance with Section 1.8 of this Agreement.

(c) Dental Services. Dental Services will be capped at \$10,000 dollars annually, the balance to be funded from the aggregate cap. Dental services

provided as part of the general scope of the services provided and not included in the \$10,000 cap includes, dental screening and oral hygiene instruction during the health assessment; pharmaceuticals as prescribed by the medical director; and maintenance of dental records as part of inmate medical records.

Section 1.4 Emergency Services. QCHC shall provide, at its own cost, on-site emergency medical care, as medically necessary, to prisoners. When medically necessary, QCHC shall arrange all emergency ambulance transportation of prisoners, the cost of which will be billed directly to County by the ambulance provider. Otherwise, all transportation shall be controlled by Section 1.8 of this Agreement.

Section 1.5 Injuries Incurred Prior to Incarceration; Pregnancy.

(a) QCHC shall not be financially responsible for the cost of any medical treatment or health care services provided to any prisoner prior to the prisoner's formal booking and commitment into the Facility. Furthermore, QCHC is not financially responsible for the cost of services outside the Facility for any medical treatment or health care services provided to medically stabilize any prisoner presented at booking with a life threatening injury or illness or in immediate need of emergency medical care. A prisoner shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the prisoner can reasonably be housed inside the Facility.

(b) Once a prisoner has been medically stabilized and committed to the Facility, QCHC will, commencing at that point, then become financially responsible for the cost of primary medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Facility.

(c) It is expressly understood that QCHC shall not be responsible for medical costs associated with the medical care of any infants born to prisoners. QCHC shall provide primary medical services to prisoners up to, through and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Facility prior to transport to a hospital will not be the financial responsibility of QCHC. In any event, QCHC shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

Section 1.6 Prisoners Outside the Facilities.

(a) The health care services contracted in the Agreement are intended only for those prisoners in the actual physical custody of the Facility. No other person(s) shall be the financial responsibility of QCHC. Prisoners, for example, on any sort of temporary release or escape, including, but not limited to prisoners temporarily released for the purpose of attending funerals or other family

emergencies, prisoners on escape status, prisoners on pass, parole or supervised custody who do not sleep in the Facility at night, shall not be included in the daily population count, and shall not be the responsibility of QCHC with respect to the payment or the furnishing of their health care services. Persons in the physical custody of other police or other penal jurisdictions at the request of County are likewise excluded from the population count and are not the responsibility of QCHC for the furnishing or payment of health care services.

(b) The cost of medical services provided to prisoners who become ill or are injured while on such temporary release or work release will not then become the financial responsibility of QCHC after their return to the Facility. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release. Any costs for services for inmates who are in custody of the BCSO and who become ill or are injured while participating in the “workhouse program,” will be funded through the aggregate cap.

Section 1.7 Elective Medical Care. QCHC is not responsible for providing elective medical care to prisoners, unless expressly contracted for by County. For purposes of the Agreement, "Elective Medical Care" means medical care which, if not provided, would not, in the opinion of QCHC's Medical Director, cause the prisoner's health to deteriorate or cause definite harm to the prisoner's well-being. Any referral of prisoners for elective medical care must be reviewed by County prior to provision of such services.

Section 1.8 Transportation Services. To the extent any prisoner requires off-site non-emergency health care treatment including, but not limited to, hospitalization and specialty services, County will, upon prior request by QCHC, its agents, employees or contractors, provide transportation so long as such transportation is scheduled in advance. Emergency transportation is covered under Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL

Section 2.1 Staffing. QCHC shall provide medical and support personnel reasonably necessary for the rendering of primary health care services to prisoners at the Facility as described in and required by this Agreement. The personnel provided by QCHC will include the following:

(a) Corporate Medical Director/CEO. The Corporate Medical Director/CEO will be available at all times to the administrative staff of County and to the administrative staff of the Facility. Home phone numbers and cellular phone numbers will be provided by this individual to all necessary administrative contacts.

(b) Physician/Nurse Practitioner. A licensed physician and/or a Nurse Practitioner will be at the Facility one day 4 hours per week. During the time that

a physician is not at the Facility, a physician or Nurse Practitioner will be available on call.

- (c) Registered Nurse. 1 FTE Registered Nurse (RN)
- (d) Licensed Practical Nurse. 5 FTE Licensed Practical Nurse (LPN)
- (e) Psychiatry provided via telemedicine by a physician trained in Psychiatry.

Section 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified or registered, as appropriate. QCHC will credential and maintain copies of all continuing medical education and licensure requirements for personnel. Specifically, all personnel will obtain the following:

- (a) Compliance with all applicable regulations of TCI, ACA, and the NCCHC.
- (b) All personnel provided or made available by QCHC shall be licensed, certified, or registered in their respective areas of expertise as required by applicable Tennessee law.
- (c) All personnel will obtain required Occupational Safety Health Administration ("OSHA"), Health Insurance Portability and Accountability Act ("HIPAA") and Blood Borne Pathogen training, certification or license.

Section 2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by QCHC hereunder, or by any independent contractor, subcontractors or assignee, QCHC, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, QCHC shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, QCHC will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of QCHC.

Section 2.4 Use of Prisoners in the Provision of Health Care Services. Prisoners shall not be employed or otherwise engaged by either QCHC or County in the direct rendering of any health care services.

Section 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, QCHC may engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between QCHC and these health care professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. QCHC will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, QCHC shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians and nurses performing duties as agents or independent contractors of QCHC under this Agreement, QCHC shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) in the aggregate.

ARTICLE III INFORMATION AND MEDICAL RECORDS

Section 3.1 Prisoner Information. Subject to Tennessee law, in order to assist QCHC in providing the best possible health care services to prisoners, County will provide QCHC with information pertaining to prisoners that QCHC and County mutually identify as reasonably necessary for QCHC to adequately perform its obligations hereunder.

Section 3.2 QCHC Records Available to County with Limitations on Disclosure. QCHC shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to prisoners hereunder. County understands that written operating policies and procedures employed by QCHC in the performance of its obligations hereunder are proprietary in nature and will remain the property of QCHC and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by QCHC. Proprietary information developed by QCHC shall remain the property of QCHC.

Section 3.3 County Records Available to QCHC with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County will provide QCHC, at QCHC's request, County's records relating to the provision of health care services to prisoners as may be reasonably requested by QCHC or as are pertinent to the investigation or defense of any claim related to QCHC's conduct. Consistent with applicable law, County will make available to QCHC such prisoner medical records as are maintained by County, hospitals and other outside health care QCHCs involved in the care or treatment of prisoners (to the extent County has any

control over those records) as QCHC may request. Any such information provided by County to QCHC that County considers confidential, and to which County informs QCHC, shall be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

Section 3.4 Medical Records.

(a) QCHC shall maintain complete and accurate medical records for each prisoner of the Facility. QCHC shall, at its own cost, provide all medical records, forms, jackets and other materials necessary to maintain the medical records. Each medical record will be maintained in accordance with applicable Tennessee and Federal laws and County's policies and procedures. Each medical record shall be kept separate from the prisoner's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the prisoner. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, QCHC shall comply with Tennessee law and County's policy with regard to access by prisoners and Facility staff to medical records. No information contained in the medical records shall be released by QCHC except as provided by County's policy, by a court order, or otherwise in accordance with applicable law.

(b) At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide QCHC with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

Section 3.5 Electronic Medical Records. The parties agree that the development and implementation of an electronic medical records system is a substantive and financial part of the Bradley County's deliberation and selection of QCHC. QCHC will develop and implement an electronic medical records system within nine months of the commencement of services at no additional costs to Bradley County.

ARTICLE IV: MEETINGS AND REPORTS

Section 4.1 Quarterly Meeting. The Corporate Medical Director/CEO will meet quarterly with the Sheriff and Facility command staff. Such quarterly meetings will include reviewing quality assurance reports, expenses of QCHC and County and any other matter applicable to this Agreement the parties wish to discuss. QCHC will provide reports that at a minimum contain monthly and year to date statistical data related to the number of services provided; number of inmates assisted; dental and mental health services provided; off site services required; communicable diseased diagnosed; and special services required. The parties may jointly agree to additional statistics and/or information the monthly reports should include.

Section 4.2 Regular Reports by QCHC to County. QCHC shall provide to County, on a date and in a form mutually acceptable to QCHC and County, reports relating to services rendered under this Agreement.

Section 4.3 Weekly and/or Monthly Meetings. The clinic manager (RN) will meet weekly or at least monthly with the Bradley County Sheriff, Jail Administrator or their designee to review activities and provide updates of services or needs.

ARTICLE V: CLINIC SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

Section 5.1 General. County agrees to provide QCHC with reasonable and adequate office and medical space, facilities, equipment, local and long distance telephone and telephone line and utilities, and County will provide necessary maintenance and housekeeping of the office space and facilities.

Section 5.2 Delivery of Possession. County will provide to QCHC, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Facility. A mutually agreed upon record will be made of all medical and office equipment and supplies present at that time. At the termination of this or any subsequent Agreement, QCHC will return to County's possession and control all medical and office equipment and supplies, in working order, reasonable wear and tear excepted, which were in place at the Facility prior to the commencement of services under this Agreement, as documented by the mutually agreed upon record.

Section 5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by QCHC during the term of this Agreement shall be purchased by QCHC at its own cost. All maintenance and repair of equipment and instruments will be conducted at QCHC's expense, unless the need for maintenance or repair directly resulted from the intentional actions or negligence of a County employee or agent. At the end of this Agreement, or upon termination, County shall be entitled to purchase QCHC's equipment and instruments upon a mutually agreed depreciation schedule.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

Section 6.1 Term. This Agreement shall commence on July 1, 2009. The initial term of this Agreement shall be through June 30, 2010, and may be extended for additional one-year terms, if mutually agreeable to both parties.

Section 6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

(a) Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) [Deleted]

(c) Termination Upon Material Breach. Either party may terminate this Agreement upon written notice if, within ten (10) days after delivery of a notice of material breach, the breaching party has not cured the material breach to the reasonable satisfaction of the non-breaching party.

Section 6.3 Transition. In the even that either party hereto elects to terminate this Agreement, the parties shall negotiate an orderly transition process and produce a written plan of transition.

Section 6.4 Responsibility for Prisoner Health Care. Upon the effective date of termination of this Agreement, all responsibility for providing health care services to all prisoners will immediately transfer from QCHC to County.

ARTICLE VII. COMPENSATION

Section 7.1 Base Compensation. County will pay to QCHC the annual base price of \$631,186.40 (monthly base price of \$52,598.87) during the initial term of this Agreement, payable monthly. QCHC will bill County prior to the month in which services are to be rendered. County agrees to pay QCHC prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to QCHC will be pro-rated accordingly for the shortened month. The base price of the contract shall include an aggregate cap of \$75,000 dollars to be used for off-site medical care, non-formulary drugs and any dental services exceeding the \$10,000 dollar annual budget. Once the aggregate cap is exhausted the county will be responsible for 100% of all non-formulary drugs, dental cost and off-site.

Section 7.2 Prisoners From Other Jurisdictions. Medical care rendered within the Facility to prisoners from jurisdictions outside Bradley County, and housed in the Facility pursuant to written contracts between County and such other jurisdictions or the State of Tennessee, or by statute will be the responsibility of QCHC, but as limited by Sections 1.5 and 1.6. Medical care that cannot be rendered within the Facility will be arranged by QCHC, but QCHC shall have no financial responsibility for such services to those prisoners.

Section 7.3 Responsibility For Work Release Prisoners. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that County prisoners assigned to work release, including work for County agencies, are themselves personally responsible for the costs of any medical services performed by providers other

than QCHC, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the prisoner is on Work Release. Injuries to County prisoners, from activities during jail workhouse participation will be included in the aggregate cap.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

Section 8.1 Insurance. At all times during this Agreement, QCHC shall maintain professional liability insurance covering QCHC and its employees for its work at the Facility in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. At all times during this Agreement, QCHC shall maintain general liability insurance covering QCHC and its employees for its work at the Facility in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event that the coverage changes, QCHC will notify County in writing. QCHC will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with County. Upon written request, QCHC shall provide a Certificate of Insurance evidencing the above policy levels and shall name County as an additional insured.

Section 8.2 Lawsuits Against County. In the event that any lawsuit is filed against County, its elected officials, employees and agents based on or containing any allegations concerning QCHC's medical care of prisoners and the performance of QCHC's employees, agents, subcontractors or assignees, the parties agree that QCHC, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

Section 8.3 Hold Harmless.

(a) QCHC agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of primary health care services conducted by QCHC, it being the express understanding of the parties hereto that QCHC shall provide the actual primary health care services. County shall promptly notify QCHC of any incident, claim or lawsuit of which County becomes aware and shall fully cooperate in the defense of such claim, but QCHC shall retain sole control of the defense while the action is pending, to the extent allowed by law.

(b) Notwithstanding the foregoing, County does hereby agree to indemnify and hold harmless QCHC, its agents, servants, employees and medical

staff from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind arising out of the negligence of the Facility, the County or their employees.

ARTICLE IX: SECURITY

Section 9.1 General. QCHC and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of QCHC as well as for the security of prisoners and County's staff. County will take all reasonable steps to provide sufficient security to enable QCHC to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and QCHC that the provision of security and safety for QCHC personnel is a continuing precondition of QCHC's obligation to provide its services in a routine, timely and proper fashion.

Section 9.2 Loss of or Damage to Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of QCHC, its agents, employees or subcontractors, unless such loss or damage was caused by the intentional conduct or negligence of County, its employees, or agents.

Section 9.3 Off-Site Security. County will provide prompt and timely security as necessary and appropriate in connection with the transportation of any prisoner between the Facility and any other location for off-site services as contemplated herein.

ARTICLE X: MISCELLANEOUS

Section 10.1 Independent Contractor Status. The parties acknowledge that QCHC is an independent contractor engaged to provide medical care to prisoners at the Facility. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employment relationship, or a joint venture relationship between the parties.

Section 10.2 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

County: Bradley County, Tennessee
 C/O County Mayor
 PO Box 1167
 Cleveland, TN 37364-1167

QCHC, Inc.: Dr. Johnny E. Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

Notices shall be effective upon receipt regardless of the form used.

Section 10.3 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Tennessee, except as specifically noted.

Section 10.4 Mediation. QCHC and County agree that any disputes between them arising out of this Agreement shall be attempted to be resolved by non-binding mediation, with a mediator to be selected by the parties. In the event that mediation fails to resolve the dispute, then either party may proceed with litigation in the court of appropriate jurisdiction.

Section 10.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

Section 10.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

Section 10.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

Section 10.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to prisoners at the Facility. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

Section 10.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

Section 10.10 Liaison. The Sheriff shall serve as the liaison with QCHC.

Section 10.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

Section 10.12 Time of Essence. Time is and shall be of the essence for this Agreement.

Section 10.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

Section 10.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

Section 10.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

BRADLEY COUNTY, TENNESSEE

By: *D. GARY DAVIS*

Its: COUNTY MAYOR

STATE OF TENNESSEE)

COUNTY OF BRADLEY)

I, the undersigned Notary Public in and for said County and State, hereby certify that D. GARY DAVIS, whose name as COUNTY MAYOR of Bradley County, Tennessee, a political subdivision of the State of Tennessee, is signed to the foregoing Health Services Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Health Services Agreement, he executed the

same voluntarily for and as the act of said Bradley County, Tennessee, on the day the same bears date.

Given under my hand this _____ day of _____ 2009.

Notary Public _____

My Commission Expires: _____

QCHC, INC.

By: _____

Its: _____

STATE OF TENNESSEE)

COUNTY OF _____)

I, the undersigned Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of QCHC, Inc., an Alabama corporation, is signed to the foregoing Health Services Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Health Services Agreement, ___ executed the same voluntarily for and as the act of said QCHC, Inc., on the day the same bears date.

Given under my hand this _____ day of _____ 2009.

Notary Public _____

My Commission Expires: _____