

**AGREEMENT FOR THE PROVISION OF
PROFESSIONAL PHYSICIAN AND RELATED HEALTHCARE SERVICES
TO THE INMATES OF THE BALDWIN COUNTY CORRECTIONS CENTER AND
JUVENILES AT THE BALDWIN COUNTY JUVENILE DETENTION CENTER**

This AGREEMENT FOR THE PROVISION OF PROFESSIONAL PHYSICIAN AND RELATED HEALTHCARE SERVICES TO THE INMATES OF THE BALDWIN COUNTY CORRECTIONS CENTER AND JUVENILES AT THE BALDWIN COUNTY JUVENILE DETENTION CENTER (hereinafter referred to as the "AGREEMENT") is hereby entered into by and between BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as the "COUNTY"); and QCHC OF ALABAMA, INC., a/k/a Quality Correctional Health Care, an Alabama Corporation (hereinafter referred to as "QCHC").

RECITALS

WHEREAS, the COUNTY and SHERIFF desire to provide professional and responsive physician and related healthcare services to the INMATES/DETAINEES of the Baldwin County CORRECTIONS CENTER and the JUVENILES at the Baldwin County Juvenile Detention Center, pursuant to their obligations under the Constitution of the United States of America, the Constitution of the State of Alabama, Sections 14-6-19 and 14-6-20 of the Code of Alabama, any applicable Consent Decrees or other judicial orders or decisions, and any other applicable source of law; and

WHEREAS, QCHC is a physician-owned corporation which provides professional and responsive physician and related healthcare services in corrections facilities and desires to provide such services for the COUNTY and SHERIFF under the terms of this AGREEMENT; and

WHEREAS, the COUNTY and SHERIFF desire to enter into this AGREEMENT with QCHC; and, through the COUNTY COMMISSION, wish to enter into this professional services AGREEMENT, as authorized by Ala. Code §41-16-21(a); to provide necessary medicines and medical attention pursuant to Ala. Code § 14-6-19; and seek to appoint QCHC, and its employee or agent physicians, to attend to the INMATES/DETAINEES of the CORRECTIONS CENTER pursuant to Ala. Code § 14-6-20 and the JUVENILES at the JUVENILE DETENTION CENTER.

NOW, THEREFORE, the parties hereby enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

COUNTY – Baldwin County, Alabama.

COUNTY COMMISSION – The COUNTY COMMISSION of Baldwin County, Alabama.

CORRECTIONS CENTER – the CORRECTIONS CENTER located in Bay Minette, Baldwin County, Alabama, and operated by the SHERIFF of Baldwin County.

ELECTIVE CARE – Care which, if not provided, would not, in the opinion of QCHC's physician, who shall be a physician licensed in the State of Alabama and an employee or independent contractor of QCHC, cause the INMATE/DETAINEE's or JUVENILE'S health to deteriorate, or cause harm to the INMATE/DETAINEE's well-being.

JUVENILE DETENTION CENTER or JDC – The JUVENILE DETENTION CENTER located in Bay Minette, Baldwin County, Alabama, and operated by Baldwin County.

INMATES/DETAINEES – INMATES/DETAINEES booked into the custody of the SHERIFF of Baldwin County and incarcerated in the Baldwin County CORRECTIONS CENTER.

JUVENILE – JUVENILES in the custody of the Baldwin County Juvenile Detention Center.

MID-LEVEL PRACTITIONER – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed in the State of Alabama and in an approved collaborative practice agreement with a QCHC physician.

OCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the day after Thanksgiving), and Christmas Day.

SHERIFF – The SHERIFF of Baldwin County, or his agent or designee, such as the Jail Commander/Administrator/Warden, Chief Deputy, Chief of Staff, Undersheriff, Acting Sheriff, Captain, Colonel, etc.

SPECIALTY SERVICES – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, cardiology, dermatology, gynecology, neurology, nephrology, etc.

ARTICLE I: **DUTIES AND OBLIGATIONS OF OCHC**

For and in consideration of the compensation to be paid to QCHC as hereinafter set forth, the sufficiency of which is mutually acknowledged by the parties to this AGREEMENT, QCHC hereby agrees to provide for the delivery of professional physician and related healthcare services to the INMATES/DETAINEES and JUVENILES under the custody and control of the SHERIFF at the CORRECTIONS CENTER and Baldwin County at the JDC according to the terms and conditions that follow:

- 1.1. **PRIMARY CARE.** QCHC shall provide primary healthcare services for all persons committed to the custody of the CORRECTIONS CENTER and the JDC, except those identified in Section 1.26. The responsibility of QCHC for medical care of an INMATE/DETAINEE and JUVENILE commences with the booking and physical placement of the INMATE/DETAINEE into the CORRECTIONS CENTER or a JUVENILE at the JDC. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 14 days from intake for an adult, or 7 days from intake for a juvenile, absent extraordinary circumstances. All physician sick calls, admission exams, screenings, physical assessments, dental exams, and all other primary medical services shall be conducted on-site, at the CORRECTIONS CENTER for INMATE/DETAINEES and at the JDC for JUVENILES, unless otherwise addressed herein.
- 1.2. **STAFFING.** QCHC will provide the staffing coverage necessary for the rendering of primary healthcare services to the INMATES/DETAINEES of the CORRECTIONS CENTER and JUVENILES at the JDC as described in and required by this AGREEMENT. The medical staffing schedule for the CORRECTIONS CENTER and the JDC is included as EXHIBIT A to this AGREEMENT, which the parties may amend from time to time by mutual consent. Staffing and scheduling may vary from the routine staffing and scheduling on QCHC CORPORATE HOLIDAYS. It is understood and agreed that QCHC employees are allowed to leave the CORRECTIONS CENTER and the JDC during the work day for meal breaks, provided the timing and length of such meal breaks do not negatively impact or impair QCHC's ability to fulfill its obligations under this AGREEMENT. All personnel

provided or made available by QCHC to render services hereunder shall be licensed, certified, or registered, as appropriate under Alabama law, in their respective areas of practice. QCHC will maintain copies of all continuing education and licensure requirements for personnel. All personnel shall be subject to a background check by the COUNTY/SHERIFF, and will be required to follow the SHERIFF's rules and policies regarding security and safety in the CORRECTIONS CENTER and Baldwin County's rules and policies regarding security and safety in the JDC.

The categories of staff/service providers to be provided by QCHC shall include:

- 1.2.1. PHYSICIAN/MEDICAL DIRECTOR.** Physician(s) will visit the CORRECTIONS CENTER and the JDC each week as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of such physician visits to be determined between the SHERIFF and QCHC for INMATES/DETAINEES and Baldwin County and QCHC for JUVENILES at the JDC, in accordance with EXHIBIT A. During such physician visits to the CORRECTIONS CENTER, the physician will stay until all work is completed. A physician will be available by telephone to the CORRECTIONS CENTER's and the JDC's administrative staff and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on QCHC CORPORATE HOLIDAYS, coverage may be provided by phone only. QCHC may substitute physician visits with visits by a MID-LEVEL PRACTITIONER, if appropriate and prudent in the medical opinion of QCHC's physician, and if compliant with applicable laws and professional standards. One of the QCHC physicians will be designated as the CORRECTIONS CENTER's "Medical Director," and one of the QCHC physicians will be designated as the JDC's "Medical Director". The Medical Directors shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, in the CORRECTIONS CENTER and at the JDC.
- 1.2.2. HEALTH SERVICES ADMINISTRATOR.** QCHC shall provide a Health Services Administrator ("HSA"), who shall be a registered nurse (RN), who shall be responsible for management of the day-to-day operations of the medical unit in the CORRECTIONS CENTER, and QCHC shall provide a like qualified HSA at the JDC.
- 1.2.3. NURSING.** QCHC will provide on-site nursing coverage, consisting of both Registered Nurses ("RN") and Licensed Practical Nurses ("LPN") at the CORRECTIONS CENTER and the JDC as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of nursing coverage to be determined between the SHERIFF and QCHC at the CORRECTIONS CENTER and between the County and QCHC at the JDC, in accordance with EXHIBIT A. The SHERIFF, the COUNTY and QCHC agree to review nursing hours periodically to ensure the objectives of this AGREEMENT are being met, especially if the Average Daily Population ("ADP") INMATES/DETAINEES and JUVENILES significantly exceeds the level contained in Article 3 of this AGREEMENT.
- 1.2.4. MENTAL HEALTH PROFESSIONALS.** QCHC will provide mental health professionals, such as psychiatric services, counselors, and other mental health professionals, sufficient to accomplish the objectives of this AGREEMENT, in accordance with EXHIBIT A.
- 1.2.5. SUPPORT STAFF.** QCHC will provide such support staff, such as records clerks,

medical assistants, technicians, and others, sufficient to accomplish the objectives of this AGREEMENT, in accordance with EXHIBIT A.

- 1.3. **CARE REPORTS.** QCHC will provide reports and meet regularly with the SHERIFF or designee, concerning the overall operation of the healthcare services program and the general health of the INMATES/DETAINEES of the CORRECTIONS CENTER. QCHC will provide reports and meet regularly with the COUNTY, or designee, concerning the overall operation of the healthcare services program and the general health of the JUVENILES at the JDC.
- 1.4. **DENTAL CARE.** QCHC will provide for INMATES/DETAINEES and JUVENILES dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying INMATES/DETAINEES and JUVENILES in need of dental services from a licensed dentist. QCHC will be responsible for providing a dentist who will see the INMATES/DETAINEES and JUVENILES on a regular basis as determined by QCHC and the SHERIFF for the CORRECTIONS CENTER and by QCHC and the COUNTY for the JDC.
- 1.5. **DISPOSABLE MEDICAL SUPPLIES.** QCHC will provide for INMATES/DETAINEES' and JUVENILES' disposable medical supplies intended for one-time use.
- 1.6. **DURABLE MEDICAL EQUIPMENT AND SUPPLIES.** Except for the equipment and instruments owned by the COUNTY/SHERIFF at the inception of this AGREEMENT, QCHC will provide durable medical equipment and supplies required for the adequate provision of healthcare services during the term of this AGREEMENT, up to a limit of \$500 per item/unit, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will coordinate with the SHERIFF/COUNTY for the purchase of equipment or instruments with a per unit/item cost of greater than \$500. All maintenance or repair of equipment and instruments will be arranged or performed by QCHC, and the COUNTY will reimburse QCHC pursuant to the terms of Section Article III.
- 1.7. **ELECTIVE CARE.** QCHC will not provide ELECTIVE CARE to INMATES/DETAINEES and JUVENILES. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.8. **EMERGENCY CARE.** QCHC will provide emergency medical treatment to staff of the CORRECTIONS CENTER, the JDC subcontractors, and visitors who become ill or are injured while on the premises. QCHC will stabilize all patients and refer for recommended off-site emergency treatment or care, as needed.
- 1.9. **HEALTH EDUCATION.** QCHC will provide health education materials to the SHERIFF for INMATE/DETAINEE education and to the COUNTY for JUVENILE education. QCHC will also provide, upon request, annual CPR/first aid, suicide prevention, and other training for staff of the CORRECTIONS CENTER, as requested by the SHERIFF, and other training for staff of the JDC, as requested by the COUNTY.
- 1.10. **HEALTH EVALUATIONS.** QCHC will provide for INMATES/DETAINEES' and JUVENILES' on-site health evaluations and medical care within the National Commission on Correctional Health Care ("NCCHC") guidelines.
- 1.11. **INFANT CARE.** QCHC will neither arrange for infant care nor be financially responsible for any costs associated with infant care.

1.12. INMATE/DETAINEE LABOR. INMATES/DETAINEES or JUVENILES will not be employed or otherwise engaged or utilized by either QCHC or the SHERIFF or the COUNTY in the direct rendering of any healthcare services.

1.13. MANAGEMENT SERVICES. QCHC will provide management services to include: a comprehensive Strategic Plan; Policies and Procedures; Protocols; Peer Review; CQI; Cost Containment; Utilization Management; Risk Management programs; and Health Insurance Portability and Accountability Act (HIPAA) and NCCHC Compliance programs specific to the medical operations of the CORRECTIONS CENTER and the JDC. Additionally, QCHC will provide such consulting services as may be required by the SHERIFF/COUNTY with respect to potential improvements or changes to the medical unit or the delivery of healthcare services in the CORRECTIONS CENTER or the JDC, respectively, including providing consulting services attendant to the potential building of any additions to or expansions of the existing CORRECTIONS CENTER or JDC or any new CORRECTIONS CENTER or JDC, and/or potential efforts for the CORRECTIONS CENTER or JDC to gain accreditation by the NCCHC or any other similar entity that certifies or accredits correctional facilities.

1.14. MEDICAL RECORDS. QCHC will maintain, cause, or require being maintained, complete and accurate medical records for each INMATE/DETAINEE or JUVENILE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards, and the SHERIFF's/COUNTY'S policies and procedures. The medical records will be kept separate from the INMATE/DETAINEE's or JUVENILE'S confinement record. A summary of the original applicable medical record will be available to accompany each INMATE/DETAINEE or JUVENILE who is transferred from the CORRECTIONS CENTER or the JDC to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records. QCHC will comply with state and federal law and the SHERIFF's/COUNTY'S policy with regard to access by INMATES/DETAINEES, JUVENILES and staff of the CORRECTIONS CENTER and the JDC to medical records. No information contained in the medical records will be released by QCHC except as provided by the SHERIFF's policy, a court order, or otherwise in accordance with applicable laws. At the expiration of this AGREEMENT period, all medical records will be delivered to and remain with the SHERIFF/COUNTY/CORRECTIONS CENTER/JDC. However, the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC will provide QCHC with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation. INMATE/DETAINEE and JUVENILE medical records will at all times be the property of the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC, and shall not be the property of QCHC. QCHC will make available to the SHERIFF/COUNTY, unless otherwise specifically prohibited, at the SHERIFF's request, all records, documents, and other papers relating to the direct delivery of healthcare services to the CORRECTIONS CENTER's INMATES/DETAINEES and to the JDC'S JUVENILES hereunder.

1.14.1. ELECTRONIC MEDICAL RECORDS. QCHC will utilize an Electronic Medical Records (EMR) system for INMATE/DETAINEE and JUVENILE Medical Records, through an EMR vendor suitable to the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC, with such system to become the property of the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC at such time as this AGREEMENT may terminate, on terms and conditions to be set in a separate agreement between COUNTY and the EMR vendor, and the COUNTY will

reimburse QCHC pursuant to the terms of Article III.

- 1.15. **MEDICAL WASTE REMOVAL.** QCHC will be responsible for medical waste removal services at the CORRECTIONS CENTER and the JDC consistent with all applicable laws.
- 1.16. **MEETINGS.** QCHC representatives will meet, in accordance with a schedule agreed to by the SHERIFF and QCHC, with the SHERIFF or designee concerning procedures within the CORRECTIONS CENTER, any proposed changes in health-related procedures, or other matters which either party deems necessary, and QCHC will likewise meet with the COUNTY regarding any such matters related to the JDC.
- 1.17. **OFFICE SUPPLIES.** QCHC will be responsible for providing office supplies, which may include paper, pens, charts, folders, staplers, and calendars, and the COUNTY will reimburse QCHC pursuant to the terms of Article III. QCHC will have access to, and use of, desks, chairs, refrigerators, lamps, machinery, fax machines, computers, printers, or other office-equipment located in the CORRECTIONS CENTER's and the JDC's medical unit at the beginning of the term of this AGREEMENT.
- 1.18. **OFF-SITE AND/OR SPECIALTY SERVICES.** When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for INMATES/DETAINEES and JUVENILES, in accordance with the SHERIFF's/COUNTY'S policies and procedures, and in coordination with the COUNTY'S off-site care coordinator and/or third party administrator. QCHC will not be financially responsible for any costs associated with off-site care and/or SPECIALTY SERVICES.
 - 1.18.1. **OFF-SITE CLAIMS MANAGEMENT.** QCHC shall negotiate with off-site providers for reduced rates for off-site services, manage and process off-site medical bills and claims, and adjust for discounts. For these services, QCHC shall charge COUNTY a 20% administrative fee on the amount of the *negotiated reduction*, that is, the difference between full charges for services rendered and the charges actually paid by COUNTY after discount. COUNTY and SHERIFF shall have access to all off-site bills, and discounted amounts/reduced rates shall be transparent on all invoices from QCHC to COUNTY.
- 1.19. **CHRONIC CARE CLINICS.** QCHC will establish a plan for the identification, treatment and monitoring of INMATES/DETAINEES and JUVENILES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those INMATES/DETAINEES and JUVENILES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). QCHC has defined a chronic health problem as an illness which is either ongoing or recurring. To provide an effective and efficient healthcare delivery system for chronically ill patients, QCHC identifies the number of INMATES/DETAINEES and JUVENILES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these INMATES/DETAINEES and JUVENILES which includes: instructions regarding medications; the type and frequency of laboratory work; other diagnostic testing; frequencies of follow up for reevaluation of the INMATE/DETAINEE's and JUVENILE'S condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable INMATES/DETAINEES and JUVENILES to have scheduled visits to QCHC independent of any sick call requests.

- 1.20. ON-SITE and OFF-SITE TESTING.** QCHC will provide for INMATE/DETAINEES and JUVENILES on-site laboratory testing, which shall include, but not be limited to, drug screens, finger-stick blood sugar and urine dipstick for pregnancy and/or infection. QCHC will also provide TB skin tests for INMATES/DETAINEES and JUVENILES as directed by the SHERIFF/COUNTY.
- 1.21. OPTICAL CARE.** QCHC will not be financially responsible for the provision or costs of optical care, eyeglasses, and/or optical supplies.
- 1.22. OTHER EXPENSES.** QCHC will neither be responsible for the performance nor payment of any services which are not specifically contained in this AGREEMENT.
- 1.23. PHARMACEUTICALS.** QCHC will provide pharmaceutical management, administration, distribution, and policies, and shall provide all medications required for the provision of adequate medical services, through use of a pharmacy vendor suitable to COUNTY/SHERIFF/CORRECTIONS CENTER/JDC. QCHC personnel shall administer pharmaceutical medications to INMATES/DETAINEES and JUVENILES during pre-determined "pill calls" and/or medication rounds that occur while QCHC personnel are on-site.
- 1.24. PHYSICAL EXAMINATIONS FOR INMATE WORKERS.** QCHC will provide basic physical examinations for potential INMATE/DETAINEE and JUVENILE workers to ensure the INMATES/DETAINEES and JUVENILES are physically capable of performing assigned work duties.
- 1.25. PROSTHETICS.** QCHC will not be responsible for providing prosthetics and/or prosthetic supplies.
- 1.26. INMATES/DETAINEES AND JUVENILES.** The health care services contracted in the AGREEMENT are intended only for those INMATES/DETAINEES and JUVENILES in the actual physical custody of the CORRECTIONS CENTER or the JDC, after being medically stabilized and committed to the CORRECTIONS CENTER or the JDC. No other person(s) shall be the responsibility of QCHC. INMATES/DETAINEES and JUVENILES, for example, on any sort of temporary release or escape, including, but not limited to those temporarily released for the purpose of attending funerals or other family emergencies, those on escape status, those on pass, parole or supervised custody who do not sleep in the CORRECTIONS CENTER or JDC 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/SHERIFF are likewise excluded from the population count and are not the responsibility of QCHC for the furnishing or payment of health care services. Medical care rendered within the CORRECTIONS CENTER to INMATES/DETAINEES and within the JDC to JUVENILES from jurisdictions other than COUNTY, and housed in the CORRECTIONS CENTER or JDC pursuant to agreements between COUNTY and such other jurisdictions, or by statute, or otherwise, will be the responsibility of QCHC, to the same extent as INMATES/DETAINEES/JUVENILES of the COUNTY.
- 1.27. SHERIFF'S POLICIES AND PROCEDURES.** QCHC will operate within the requirements of the SHERIFF's/COUNTY's policies and procedures which are directly related to the provision of medical services, as well as other policies and procedures of the SHERIFF or the COUNTY which may impact the provision of medical services, including policies and

procedures related to the safety and security of the CORRECTIONS CENTER or the JDC. Such policies and procedures may change from time to time; if so, QCHC will be promptly notified and will operate within all policies, procedures and modifications thereof.

ARTICLE II:
DUTIES AND OBLIGATIONS OF THE SHERIFF

- 2.1 INMATE/DETAINEE AND JUVENILE INFORMATION.** The SHERIFF/COUNTY will provide, as needed, information pertaining to INMATES/DETAINEES and JUVENILES, respectively, that QCHC and the SHERIFF/COUNTY mutually identify as reasonable and necessary for QCHC to adequately perform its obligations to the SHERIFF and the COUNTY.
- 2.2 OFFICE SPACE, EQUIPMENT AND SUPPLIES.** The SHERIFF will provide in the CORRECTIONS CENTER, and the COUNTY will provide in the JDC, adequate and sufficient office and exam space for QCHC and its employees and agents to use to carry out the requirements of this AGREEMENT, including but not limited to, office space for QCHC staff, exam space for sick calls, and storage space for equipment, supplies, medications, and medical records, as well as use of SHERIFF or COUNTY-owned office equipment and all necessary utilities, including telephone and fax lines and internet connection, in place at the CORRECTIONS CENTER or the JDC medical unit. Upon termination of this AGREEMENT, QCHC will return to the SHERIFF/COUNTY possession and control of all SHERIFF or COUNTY-owned office equipment. At such time, the office equipment and supplies will be in good working order, with allowances made for reasonable wear and tear.
- 2.3 RECORD AVAILABILITY.** During this AGREEMENT term, and for a reasonable time thereafter, the SHERIFF/COUNTY will provide QCHC, at QCHC's request, the SHERIFF's/COUNTY's records relating to the provision of healthcare services to INMATES/DETAINEES and JUVENILES as may be reasonably requested by QCHC in connection with an investigation of, or defense of, any claim by a third party related to QCHC's conduct. As QCHC may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the SHERIFF/COUNTY will make available to QCHC such records as are maintained by the SHERIFF/COUNTY, hospitals, and other off-site healthcare providers involved in the care or treatment of INMATES/DETAINEES and JUVENILES (to the extent the SHERIFF or COUNTY has any control over those records). Any such information provided by the SHERIFF/COUNTY to QCHC that the SHERIFF/COUNTY considers confidential will 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 the SHERIFF/COUNTY. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF's internal affairs investigative records will not be required to be provided to QCHC or any other person or entity (except as may be required by law).
- 2.4 SECURITY.** The SHERIFF and COUNTY will maintain responsibility for the physical security of the CORRECTIONS CENTER and the JDC, respectively, and the continuing security of the INMATES/DETAINEES and JUVENILES. QCHC and the SHERIFF/COUNTY understand that adequate security, consistent with the correctional setting, is necessary for the safety of QCHC's agents, employees, and subcontractors, as well as for the security of INMATES/DETAINEES and JUVENILES and staff of the CORRECTIONS CENTER and the JDC. The SHERIFF/COUNTY, respectively, will provide security sufficient to enable QCHC and its personnel to safely provide the healthcare services described in this AGREEMENT. The Parties hereby acknowledge and agree that the SHERIFF's/COUNTY's responsibility to provide

sufficient security to enable QCHC and its personnel to provide healthcare services to the INMATES/DETAINEES and JUVENILES is a material term of this AGREEMENT, and that any breach thereof will automatically trigger QCHC's termination rights under Section 4.3.1 of this AGREEMENT. The SHERIFF/COUNTY may screen QCHC's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of QCHC's employees in regards to security/background clearance and access to the CORRECTIONS CENTER, and the COUNTY will likewise have the final approval for the JDC.

ARTICLE III:
COMPENSATION/ADJUSTMENTS

3.1 COMPENSATION. The COUNTY will reimburse QCHC for the direct costs of all services provided to INMATES/DETAINEES of the CORRECTIONS CENTER and JUVENILES at the JDC under this AGREEMENT, including, but not limited to, labor costs, medical and office supplies, non-durable/disposable equipment, durable equipment (pursuant to Section 1.6), service and repairs on equipment, medications, x-ray costs, laboratory costs, on-site dental services, drugs, pharmacy, wages and salaries, benefits costs, payroll taxes, insurance costs directly attributable to personnel and/or services at the CORRECTIONS CENTER and JDC, sales/use taxes or other taxes on supplies, equipment, medications, or other items used at the CORRECTIONS CENTER and JDC, and any other costs attributable to the provision of services under this AGREEMENT. A list of costs and charges to be invoiced to the COUNTY, under the terms of this AGREEMENT, is included as EXHIBIT B to this AGREEMENT, which may be amended from time to time by mutual consent of the parties. Over and above the costs to be reimbursed to QCHC by the County, QCHC shall charge a fifteen percent (15%) "administrative fee", representing such overhead, indirect expenses, support services, and other administrative costs, which cannot be captured through reimbursement for direct costs, on the first One Million Six Hundred Thousand Dollars and 00/100 Cents (\$1,600,000.00) in actual costs in a given contract year, this amount being referred to as the "annual cost cap". In no event shall the COUNTY pay more than Two Hundred Forty Thousand Dollars and 00/100 Cents (\$240,000.00) in administrative fees in a given contract year, such an amount being defined as the administrative fee (charged at 15%) on the annual cost cap. Should annual direct costs exceed the annual cost cap in a given contract year, such excess costs will continue to be reimbursed to QCHC by the COUNTY, but no administrative fees shall be charged on the excess costs. The annual cost cap amount is based on an Average Daily Population ("ADP") of 622 INMATES/DETAINEES and JUVENILES in the CORRECTIONS CENTER and the JDC, collectively, (the "base ADP"). All expenses and costs shall be separately invoiced for services provided to the CORRECTIONS CENTER and the JDC, respectively.

3.2 MONTHLY PAYMENTS. QCHC will bill the COUNTY prior to the month in which services are to be rendered, in a fixed amount set at one-twelfth (1/12) of the TOTAL of (1) the annual cost cap (\$1.6 million) and (2) the anticipated administrative fees on the annual cost cap amount (\$240,000.00), that is, one-twelfth (1/12) of One Million Eight Hundred Forty Thousand Dollars and 00/100 Cents (\$1,840,000.00), or One Hundred Fifty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 Cents (\$153,333.33) each month. COUNTY agrees to pay Provider prior to the tenth (10th) day of each month for the services to be rendered in that 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 Provider will be pro-rated accordingly for the shortened month.

- 3.3 QUARTERLY RECONCILIATION.** Each quarter, QCHC shall present to the COUNTY an invoice for all costs incurred pursuant to this AGREEMENT, such costs being described in Section 3.1 and EXHIBIT B, plus the administrative fee. If the total amount of the quarterly invoice to the COUNTY exceeds the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then the COUNTY shall pay the difference to QCHC within thirty (30) days. If the total amount of the quarterly invoice is less than the total amount of the three (3) monthly payments made by the COUNTY to QCHC in that quarter, then QCHC shall carry a credit for the difference into the next quarter, which shall then be applied to any amount owed by the COUNTY to QCHC in succeeding quarters, until such credit be reduced to zero.
- 3.4 COMPENSATION FOR OFFSITE CLAIMS MANAGEMENT SERVICES.** Consistent with the provisions of Section 1.18.1 of this AGREEMENT, QCHC shall arrange and coordinate such off-site healthcare services as are appropriate for INMATES/DETAINEES of the CORRECTIONS CENTER and JUVENILES at the JDC, and shall negotiate with off-site providers for reduced rates for off-site services, manage and process off-site medical bills and claims, and adjust for discounts. QCHC shall invoice COUNTY monthly for the 20% administrative fee on the savings achieved through QCHC's efforts.

ARTICLE IV:
TERM AND TERMINATION

- 4.1 TERM.** The term of this AGREEMENT will be for two (2) years from October 1, 2016, at 12:01 A.M. through September 30, 2018 at 11:59 P.M.
- 4.2 ANNUAL RENEWALS.** At the end of the above-stated two (2) year term, this AGREEMENT will be renewable for successive one (1) year terms, subject to potential adjustments to the annual cost cap in Section 3.1, if both parties agree in writing to the renewal.
- 4.3 TERMINATION.**
- 4.3.1 TERMINATION FOR CAUSE.** In the event that either party fails to comply with any section or part of this AGREEMENT, the other party may terminate this AGREEMENT after providing notice of the failure to comply and a twenty (20) day opportunity to cure. The COUNTY will pay for services rendered up to and including the point of termination, but will not pay any penalty.
- 4.3.2 TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or QCHC may, without prejudice to any other rights they may have, terminate this AGREEMENT for their convenience and without cause, by giving sixty (60) days advance written notice to the other party. The parties may mutually agree to shorten or lengthen the required notice period under this provision.

ARTICLE V:
GENERAL TERMS AND CONDITIONS

- 5.1 AMENDMENTS.** This AGREEMENT may be amended at any time only with the written consent of both parties.
- 5.2 ASSIGNMENT.** QCHC will not assign in whole or in part this AGREEMENT, other than to an entity related or affiliated with QCHC (e.g., a "parent", "sibling" or "subsidiary" entity of

QCHC), without the prior written consent of the SHERIFF and COUNTY. QCHC will not assign any money due or to become due under this AGREEMENT without the prior written consent of the SHERIFF and COUNTY.

- 5.3 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The COUNTY and QCHC agree that they will not require performance of any QCHC or SHERIFF or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.
- 5.4 COUNTERPARTS.** This AGREEMENT may be executed in several counterparts, each of which will be an original and all of which together will constitute but one and the same instrument.
- 5.5 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. All previous Agreements or Contracts between the parties are hereby terminated and/or cancelled.
- 5.6 EXCUSED PERFORMANCE.** In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.7 GOVERNING LAW.** This AGREEMENT will be governed by the laws of the State of Alabama.
- 5.8 HOLD HARMLESS.**
- 5.8.1** To the fullest extent allowed by law, QCHC will indemnify and hold harmless the COUNTY, the COUNTY COMMISSION, the SHERIFF, and their Commissioners, agents, servants and employees from and against any and all claims, actions, lawsuits, losses, damages or liabilities of any kind whatsoever, including reasonable attorneys' fees and other costs of litigation, arising out of the operation and provision of the healthcare services or programs and medical treatment or care provided pursuant to this Agreement by QCHC, its agents, employees, and/or vendors.
- 5.8.2** QCHC will not be responsible for any claims arising from actions of the COUNTY, the SHERIFF, or any employee or agent of the CORRECTIONS CENTER or the JDC, which intentionally prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents, or independent contractors.
- 5.8.3** QCHC will not be responsible for claims arising from the sole negligence of the COUNTY, the SHERIFF, or any employee or agent of the CORRECTIONS CENTER or the JDC, in presenting or failing to present an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.
- 5.8.4** The COUNTY will hold harmless and indemnify QCHC, its officers, agents, employees and independent contractors, against any loss or damage, including

reasonable attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of the COUNTY, its agents and employees, the SHERIFF, his agents and employees, and employees and agents of the CORRECTIONS CENTER or the JDC.

5.9 INDEPENDENT CONTRACTOR. It is understood and agreed that an independent contractor relationship is hereby established under the terms and conditions of this AGREEMENT. The employees or agents of QCHC are not now, nor will they be deemed to be, employees of the COUNTY or the SHERIFF. The employees of the COUNTY/SHERIFF/CORRECTIONS CENTER/JDC are not now, nor will they be deemed to be, employees of QCHC. QCHC assumes all financial responsibility for the employees of QCHC, such as wages and withholding taxes, social security, sales and other taxes, which may be related to the services to be provided under this AGREEMENT.

5.10 SUBCONTRACTING. In order to discharge the obligations hereunder, QCHC may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between QCHC and these healthcare 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 independent professionals. QCHC will not exercise control over the manner or means by which these independent contractors exercise their independent clinical judgment. However, QCHC will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. 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 will provide to the COUNTY, upon request, proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of at least One Million Dollars (\$1,000,000) coverage per occurrence and Three Million Dollars (\$3,000,000) annual aggregate coverage, and a workers' compensation policy, if applicable, that meets Alabama state law requirements.

5.11 INSURANCE. QCHC will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.11.1 Commercial General Liability Insurance Policy with limits of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of Three Million Dollars (\$3,000,000). For purposes of this paragraph, limits of any umbrella insurance policy will count toward the aggregate limits of the Commercial General Liability Policy.

5.11.2 Professional Liability Insurance, including coverage for civil rights claims, with limits per claim of One Million Dollars (\$1,000,000) and an annual aggregate of Three Million Dollars (\$3,000,000).

5.11.3 Workers' Compensation Insurance, covering all of QCHC's employees working in the CORRECTIONS CENTER and the JDC, and meeting all the requirements of Alabama state law.

5.12 CERTIFICATE OF INSURANCE. QCHC agrees to name the COUNTY, the COUNTY COMMISSION and SHERIFF and their Commissioners, agents, servants and employees as additional insureds under the insurance policies listed in Section 5.11, and to provide the COUNTY with a Certificate of Insurance evidencing the terms of the insurance coverage and

policy limits.

5.13 NOTICES. All notices to the SHERIFF and/or the COUNTY will be addressed to:

BALDWIN COUNTY SHERIFF'S OFFICE
310 Hand Ave.
Bay Minette, AL 36507

BALDWIN COUNTY COMMISSION
322 Courthouse Square, Suite 12
Bay Minette, AL 36507

All notices to QCHC will be addressed to:

Quality Correctional Health Care
Attn: Johnny Bates
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

5.14 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of healthcare to INMATES/DETAINEES at the CORRECTIONS CENTER or JUVENILES at the JDC. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

5.15 SEVERABILITY. In the event any part of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of this AGREEMENT, which will remain in full force and effect and be enforceable in accordance with its terms.

5.16 WAIVER OF BREACH. The waiver of either party of a breach or violation of any part of this AGREEMENT will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

FOR BALDWIN COUNTY, ALABAMA:

[Signature]
J. Tucker Dorsey, Chairman, Baldwin County Commission

ATTEST:
[Signature]
Ronald J. Cink, County Administrator/Budget Director

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that J. TUCKER DORSEY, whose name as CHAIRMAN of the BALDWIN COUNTY COMMISSION, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the AGREEMENT, executed the same voluntarily for and as the act of said BALDWIN COUNTY, on the day the same bears date.

Given under my hand this 30th day of September 2016.

Notary Public: [Signature]

My Commission Expires: 3/7/2018

FOR SHERIFF HUEY HOSS MACK

[Signature]
Huey Hoss Mack, Sheriff of Baldwin County, Alabama

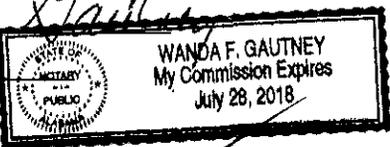
STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that HUEY HOSS MACK, whose name as SHERIFF of BALDWIN COUNTY, ALABAMA, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the AGREEMENT, executed the same voluntarily and in his official capacity, on the day the same bears date.

Given under my hand this 30th day of Sept 2016.

Notary Public: [Signature]

My Commission Expires:



FOR QCHC OF ALABAMA, INC.

[Signature]
Johnny E. Bates, MD, President and CEO

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that JOHNNY E. BATES, MD, whose name as PRESIDENT AND CEO of QCHC OF ALABAMA, INC., is signed to the foregoing AGREEMENT, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the AGREEMENT, executed the same voluntarily for and as the act of QCHC OF ALABAMA, INC., on the day the same bears date.

Given under my hand this 23rd day of Sept. 2016.

Notary Public: [Signature]

My Commission Expires: 6/14/20

APPENDIX A

QCHC Staffing Schedule for Baldwin County Corrections Center									
Each shift includes 30 minute meal break and 30 min overlap with prev/next shift									
	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours/Wk	FTE
Physician / NP	2 visits/week (at least 1 visit/week by physician, other can be by NP) 24/7 on-call coverage							Appx. 10	0.25
RN Site Admin		8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p		40	1.0
RN Day	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	84	2.1
RN Night	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	84	2.1
LPN Day (2)	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	7a-7:30p	168	4.2
LPN Night (2)	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	7p-7:30a	168	4.2
CMA/Records		8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p		40	1.0
MH Professional	20 hours/week							20	0.5
Dentist	1 visit every other week for 8 hours or 1 visit each week for 4 hours							Appx. 4	0.1

NOTE: Schedule for the Juvenile Detention Center will be determined by QCHC and the COUNTY based on need and JUVENILE population at the JDC.

APPENDIX B

DIRECT COSTS TO BE REIMBURSED UNDER SECTION 3.1 OF THIS AGREEMENT

Labor Costs, to include:

- Gross wages, salaries, and compensation paid to QCHC employees, agents, and independent contractors for time worked and/or duties performed at the BALDWIN COUNTY CORRECTIONS CENTER and the JDC, to include all physicians, nurses, mental health professionals, dental professionals, and support staff working in the BALDWIN COUNTY CORRECTIONS CENTER and the JDC
- The Employer's portion of benefit costs incurred on QCHC employees working in the BALDWIN COUNTY CORRECTIONS CENTER and the JDC
- Employer's portion of any payroll tax costs incurred on QCHC employees working in the BALDWIN COUNTY CORRECTIONS CENTER and the JDC, to the extent such costs are not already included in the gross wage
- Premiums paid by employer on workers' compensation coverage for QCHC employees working in the BALDWIN COUNTY CORRECTIONS CENTER and the JDC
- Recruiting costs for employees to be engaged directly and solely in the performance of inmate healthcare services at the BALDWIN COUNTY CORRECTIONS CENTER and the JDC (e.g. advertising, job posting costs)
- Reasonable travel and lodging expenses for QCHC corporate staff engaged in training and/or direct performance of inmate or healthcare services at the BALDWIN COUNTY CORRECTIONS CENTER and the JDC

Pharmacy/Medication Costs, to include:

- Costs of all prescription medications for, or kept on-site for use by, inmates/detainees of the BALDWIN COUNTY CORRECTIONS CENTER and JUVENILES at the JDC
- Costs of all over-the-counter medications for, or kept on-site for use by, inmates/detainees of the BALDWIN COUNTY CORRECTIONS CENTER and JUVENILES at the JDC
- Any taxes or shipping costs
- Cost of DEA and/or any other pharmacy/medication licensing required for the BALDWIN COUNTY CORRECTIONS CENTER and the JDC

Medical Supplies, to include:

- Costs of all disposable, one-time use medical supplies for, or kept on-site for use by, inmates/detainees of the BALDWIN COUNTY CORRECTIONS CENTER and JUVENILES at the JDC
- Any taxes or shipping costs

Radiology Costs, to include:

- Costs incurred by QCHC for radiological services (x-rays, ultrasounds, etc.) performed inside the BALDWIN County CORRECTIONS CENTER for inmates/detainees of the BALDWIN County CORRECTIONS CENTER or at the JDC for JUVENILES, whether using County equipment or through a mobile radiology service, to include the cost of reading the x-ray or ultrasound

Lab Costs, to include:

- Costs of all on-site laboratory services performed for inmates/detainees of the BALDWIN County

CORRECTIONS CENTER and for JUVENILES at the JDC, including shipping and supply costs

- Cost of CLIA and/or any other required laboratory licensing for the BALDWIN COUNTY CORRECTIONS CENTER and the JDC

Waste Removal, to include:

- Fees charged by a professional medical waste removal service, including any taxes

Medical Equipment, to include:

- Costs of all equipment, to include costs for maintenance and service, used inside the BALDWIN County CORRECTIONS CENTER for the provision of healthcare services to the inmates/detainees of the BALDWIN County CORRECTIONS CENTER or for JUVENILES at JDC, with a per unit/item cost of less than \$500, to the extent that such equipment, maintenance, and repair is not provided by the County
- Costs of all equipment, to include costs for maintenance and service, used inside the BALDWIN County CORRECTIONS CENTER for the provision of healthcare services to the inmates/detainees of the BALDWIN County CORRECTIONS CENTER and for JUVENILES at JDC, with a per unit/item cost of greater than \$500, to the extent that such equipment, maintenance, and repair is not provided by the County, and to the extent that the County agrees in advance to the purchase of such equipment, and the terms thereof
- Any taxes or shipping fees

Office Supplies and Equipment, to include:

- Costs of all office supplies used by QCHC employees, agents, and independent contractors in the BALDWIN County CORRECTIONS CENTER and at JDC related to the provision of healthcare to inmates/detainees of the BALDWIN County CORRECTIONS CENTER and JUVENILES at JDC
- Costs of all office equipment, such as desks, chairs, lamps, tables, computers, printers, fax machines, scanners, etc., to include costs of maintenance and repair, used by QCHC employees, agents, and independent contractors in the BALDWIN County CORRECTIONS CENTER and JDC related to the provision of healthcare to inmates/detainees of the BALDWIN County CORRECTIONS CENTER and the JDC, to the extent such equipment is not provided by the County, and with the additional stipulation that the County must agree in advance to all office equipment purchases of greater than \$500 per unit/item
- Costs of all office utilities and services inside the BALDWIN COUNTY CORRECTIONS CENTER and the JDC, to include any and all utility bills (water, electricity, etc.), and costs of phone lines, fax lines and internet connections, to the extent such are not provided by the County
- Any taxes or shipping fees

Professional Liability Risk Management, to include:

- Any premium costs attributable on a per capita basis specifically for the inmate/detainee and JUVENILE population of the BALDWIN COUNTY CORRECTIONS CENTER and the JDC
- Attorneys' fees, up to the policy deductible/retention amount, for lawsuits arising directly from QCHC services provided at the BALDWIN COUNTY CORRECTIONS CENTER and the JDC

Electronic Medical Records (EMR) System, to include:

- Direct costs for initial set-up and monthly maintenance of an EMR system for use in the BALDWIN COUNTY CORRECTIONS CENTER and the JDC