

LETTER OF AGREEMENT

Infirmiry Health System. Inc. (hereinafter "Hospital"), consisting of Mobile Infirmiry Medical Center, Thomas Hospital, North Baldwin Infirmiry, Infirmiry West and Infirmiry LTAC Hospital, shall agree to provide off site medical services to prisoners admitted from the Baldwin County Sheriff's Department (hereinafter "Facility") located in Baldwin County in the State of Alabama. This agreement is effective for services on or after April 1st, 2006.

The Baldwin County Commission (hereinafter "BCC"), on behalf of Facility, shall reimburse Hospital 80% of Hospital's billed charges for services rendered by Hospital to Facility prisoners (hereinafter "Patients").

Hospital shall maintain proof of licensure, certification and insurance in accordance to community standards. In addition, both BCC and Hospital agree that they are each responsible for liability arising from their own (including agents, subcontractors and employees) acts or omissions in the course of delivering services under this agreement.

Hospital will use its best efforts to abide by BCC's Utilization Management Program, to ensure that the healthcare provided to Patients is medically necessary and evidenced based.

All notices or other writings required under this agreement shall be considered as having been provided when sent by U.S. mail, first class, postage-prepaid or by certified mail to the parties at the following addresses:

To Hospitals

Mobile Infirmiry Medical Center
Attn: Kern Wilson
5 Mobile Infirmiry Circle
Mobile, Alabama 36607

Infirmiry West
Attn: Kern Wilson
5 Mobile Infirmiry Circle
Mobile, Alabama 36607

Infirmiry LTAC Hospital
Attn: Kern Wilson
5 Mobile Infirmiry Circle
Mobile, Alabama 36607

North Baldwin Infirmiry
Attn: Lynne Waters
P.O. 1409
Bay Minette, Alabama 36507

Thomas Hospital
Attn: Patrick Murphy
750 Morphy Avenue
Fairhope, Alabama 36532

To BCC

Chairman Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

This letter of agreement shall be in effect for a period of one year and shall be renewed automatically for an additional one-year period annually unless otherwise terminated as described below. Either party may terminate this letter of agreement without cause at any time upon no less than thirty (30) days written notice. Termination will be effective upon the date stated in the notice. Each party is responsible for carrying out the terms of this agreement relative to all Patients admitted hereunder until such Patients are discharged by Hospital. BCC agrees that all Facility admissions to Hospital directly or indirectly (via admission to/transfer from other facilities) will be prisoners in the custody of Facility at the time of such admission from Facility; BCC acknowledges that it is contractually obligated for services provided on behalf of such prisoners/Patients under this agreement. Termination of this letter of agreement shall not affect any rights or obligations arising hereunder prior to the effective date of termination or that arise thereafter and relate to a period prior to the effective date of termination.

Submission of claims shall be to:

Connie Dudgeon
310 Hand Avenue
Bay Minette, Alabama 36507

Prisoner/Patient inquiry and status information shall be directed to BCC:

Connie Dudgeon at (251) 580-2508

Agreed to by both parties:

Baldwin County Commission

Albert Lipscomb
Signature

Albert Lipscomb
Print Name

3/20/06
Date

Infirmary Health System, Inc.

[Signature]
Signature

D. Mark Nix
Print Name

63 02 88856
Tax I.D. #

251 435-5771
Telephone Number

3-8-06
Date

NOT VALID WITHOUT ALL SIGNATURES