FAYETTE COUNTY COMMISSION
COMMITTEE AGENDAS
September 2018

September 24, Monday

Budget **5:30 pm**

1. **Somerville Water Tower Communications Easement**
2. **Prisoner Medical Contract Update**
3. **Referendum Promotional Plan/Expenses**

Somerville Water Tower Communications Easement

This Instrument Was Prepared By
and When Recorded Return to:
_____
_____
Somerville, TN 380__
(___) ___-____

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the 3rd day of October, 2018, by and between **Fayette County, Tennessee**, having a mailing address of 13095 N. Main St., Somerville, TN ("**Grantor**"), and **the Town of Somerville, Tennessee**, having a mailing address of P.O. Box 909, Somerville, TN ("**Grantee**"). The Grantor and Grantee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WHEREAS, Grantor is owner of certain real property located in Somerville, Fayette County, Tennessee, being more particularly described in **Exhibit A** attached hereto ("**Grantor's Property**"); and

WHEREAS, Grantee intends to license space to multiple carriers to operate telecommunications equipment on Grantee's water tank ("**Water Tank**"), which Water Tank is located on property adjacent to Grantor's Property.

WHEREAS, Utility Service Communications Co, Inc. ("**USCC**") currently manages the Water Tank for Grantee, and USCC is in the process of negotiating an Agreement to allow carriers to license a portion of the Water Tank and surrounding property owned by Grantee (the "**Grantee's Premises**") for the placement and operation of telecommunications equipment (the "**Facilities**").

WHEREAS, Grantor wishes to grant to Grantee a Non-Exclusive Easement, extending under and through the Grantor's Property, for the installation and maintenance of underground utility wires, fiber, cables, conduits, and pipes to serve the Facilities (the "**Improvements**").

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby

acknowledge, Grantor agrees to grant a Non-Exclusive Easement to Grantee upon the following terms and conditions:

1. Non-Exclusive Easement. Grantor hereby grants to, and for the benefit of, Grantee, its successors, licensees, and assigns, a non-exclusive easement appurtenant Non-Exclusive Easement under and through the Grantor's Property, as more particularly described in **Exhibit B** attached hereto and incorporated herein, for the installation and maintenance of the Improvements (the "**Non-Exclusive Easement"**). Except for the existing storage building depicted on the survey attached hereto as part of Exhibit B, and existing Licensee's currently utilizing the Non-Exclusive Easement, Grantor covenants and agrees that it will not build or install, and will not permit the building or installation of, any new improvements of any kind in or on the Non-Exclusive Easement during the term of this Agreement which shall interfere with Grantee's intended use thereof or its maintenance of the facilities and improvements located therein. Grantor shall be required to first consult with and obtain approval from Grantee before constructing and installing any new improvement within the Non-Exclusive Easement. Grantor further covenants not to do or permit any act or acts that unreasonably prevent or hinder Grantee's, its successors', licensees', agents', or assigns' use of the Non-Exclusive Easement for the aforementioned purposes.

2. Effective Date. The grant of the Non-Exclusive Easement shall be effective upon the full execution of this Agreement.

3. Term. This Agreement shall exist for only so long as Grantee, its successors, licensees, or assigns, operate the Facilities. This Agreement shall terminate automatically upon the removal of all of the Improvements from Grantor's Property.

4. Indemnification. Each Party shall indemnify, defend, and hold the other harmless against any third party claim of liability or loss from personal injury or property damage resulting from, or arising out of, the negligence or willful misconduct of the indemnifying Party, its employees, contractors, or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the other Party, or its employees, contractors, invitees, or agents.

5. Termination. At Grantee's option, Grantee may terminate this Agreement upon thirty (30) days written notice to Grantor for any reason, or no reason.

6. Title. Grantor represents and warrants to Grantee that Grantor has good and marketable title to the Grantor's Property, and may legally grant the Non-Exclusive Easement to Grantee.

7. Maintenance. Grantee shall maintain the Non-Exclusive Easement in a condition suitable for its use for the installation and maintenance of the Improvements, but not otherwise. During the term of this Agreement, Grantor will not give, grant, or convey any new interest in, or license or permission to use the Non-Exclusive Easement not already existing on the date of this Agreement, without first consulting with and obtaining approval from Grantee. After completion of the installation of the Improvements, Grantee, at its expense, will restore the surface of the Non-Exclusive Easement to a condition reasonably similar to its condition prior to the installation of Grantee's Improvements. If the Non-Exclusive Easement is damaged or obstructed for any reason so as to render all or any part of the Non-Exclusive Easement substantially unusable for Grantee's intended use, then Grantee may terminate this Agreement, at Grantee's option, without further obligation from Grantee to Grantor.

8. Character of Non-Exclusive Easements. The covenants and provisions contained in this Agreement are made as an appurtenance for the benefit of the Grantee's Premises, create an equitable servitude upon the Grantor's Property, and are covenants running with the land.

9. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Grantor and Grantee. Any amendments to this Agreement must be in writing and executed by Grantor and Grantee.

b. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c. Due Authorization. Each Party hereby represents and warrants to the other that the person executing this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

d. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the Parties.

e. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

GRANTOR:

Fayette County, Tennessee

ATTEST:

By: _____
Printed Name: _____
Title: _____

_____
Name: _____
Title: _____

Date: _____

GRANTEE:

Town of Somerville, Tennessee

ATTEST:

By: _____
Printed Name: _____
Title: _____

_____
Name: _____
Title: _____

Date: _____

STATE OF TENNESSEE)
COUNTY OF FAYETTE)

Before me, a Notary Public, personally appeared _____, with whom I am personally acquainted (or whose identity has been proven to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the _____ of Fayette County, Tennessee, and who affirmed that, being duly authorized, (s)he executed the foregoing instrument on behalf of Fayette County, Tennessee for the purposes therein contained.

Witness my hand and seal, this _____ day of _____, 20_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____ (NOTARIAL SEAL)

STATE OF TENNESSEE
COUNTY OF FAYETTE)

Before me, a Notary Public, personally appeared _____, with whom I am personally acquainted (or whose identity has been proven to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the _____ of the Town of Somerville, Tennessee, and who affirmed that, being duly authorized, (s)he executed the foregoing instrument on behalf of the Town of Somerville, Tennessee for the purposes therein contained.

Witness my hand and seal this ____ day of _____, 20_____.

_____
NOTARY PUBLIC

My Commission Expires:
_____

EXHIBIT A

Grantor's Property

Property located in Fayette, TN

A certain tract of land situated and being in the Town of Somerville, County of Fayette, State of Tennessee, and more particularly described as follows, to-wit:

Being the West half of the lots known as the George Owen lot and the Wyatt lot; Beginning on the East side of East Marginal Street and immediately East of the County Jail, and on the North side of the Somerville and Bolivar Road; runs East with the North margin of said road 2.60 chains to an iron stake; thence North 7 chains to stake on the South side Street leading to the N.C. St. L. Depot Street; thence West, crossing said Street, 2.60 chains to an iron stake on East side of the East Marginal Street; it being the SW corner of lot owned by H.P. Hobson, known as the Henry Bowers lot; Thence South, crossing said N.C.& St. L. Depot Street, 7, chains to the beginning, containing by this measurement 1.8 acres, more or less.

LESS AND EXCEPT that portion of property conveyed to W. D. Letts from Fayette County, Tennessee, acting by and through, A. G. Murrell Chairman, and Ruffin Matthews, Clerk of said County by Deed dated July 23, 1945 and recorded August 29, 1945 in Deed Book 89, Page 250.

LESS AND EXCEPT that portion of property conveyed to The Board of Mayor and Alderman of the Town of Somerville, Tennessee from Fayette County, Tennessee, acting by and through H. M. Rhea, Chairman, and J. P. Pulliam, Clerk of said County by Deed dated August 31, 1954 and recorded August 31, 1954 in Deed Book 108, Page 632.

AND BEING a portion of the property conveyed to Fayette County, Tennessee from E. C. Boswell, Widower Deed dated April 07, 1934 and recorded April 11, 1934 in Deed Book 73, Page 121.

Tax Parcel No. 090C C 037.00

EXHIBIT B
Description of Non-Exclusive Easement

Being a twelve ft. (12') wide fiber/utility right of way extending from an existing power pole to the east margin of The Town of Somerville, Tennessee, property, and being the portion of the property described below located on Grantor's property.

Beginning at a point in the east margin of the Town of Somerville, Tennessee, property located at Tennessee State Plane (NAD 83) Grid Coordinate North 348,598.63, East 969,189.87 being North 00 degrees 15 minutes 58 seconds East, 48.58 feet from a concrete monument found representing the southeast corner of the property conveyed to The Board of Mayor and Alderman of The Town of Somerville, Tennessee, of record in Deed Book 73, Page 121, of the Register's Office of Fayette County, Tennessee;

Thence, with the east margin of The Town of Somerville, Tennessee, property, North 00 degrees 15 minutes 58 seconds East, 17.65 feet to a point;

Thence, leaving the east margin of The Town of Somerville, Tennessee, property, South 42 degrees 33 minutes 41 seconds East, 34.76 feet to a point;

Thence, South 47 degrees 26 minutes 19 seconds West, 12.00 feet to a point;

Thence, North 42 degrees 33 minutes 41 seconds West, 21.81 feet to the point of beginning, containing 339 square feet, (0.008 acres).

Prisoner Medical Contract Update

AGREEMENT FOR THE PROVISION OF HEALTHCARE SERVICES TO THE INMATES OF THE FAYETTE COUNTY, TENNESSEE JAIL

This **AGREEMENT FOR THE PROVISION OF HEALTHCARE SERVICES TO THE INMATES OF THE FAYETTE COUNTY, TENNESSEE JAIL** (hereinafter referred to as the "AGREEMENT") is hereby entered into by and between **FAYETTE COUNTY, TN**, a political subdivision of the State of TENNESSEE (hereinafter referred to as the "COUNTY"); and **QCHC, INC.** a/k/a Quality Correctional Health Care, an Alabama Corporation qualified to do business in Tennessee (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 FAYETTE COUNTY JAIL; pursuant to their obligations under the Constitution of the United States of America, the Constitution of the State of Tennessee, any applicable statutes, judicial orders or decisions, and any other applicable sources of law;

WHEREAS, QCHC is a corporation which provides professional and responsive healthcare services in correctional 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 and COUNTY MAYOR, are authorized by law to enter into this AGREEMENT;

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

DEFINITIONS

COUNTY COMMISSION – The COUNTY COMMISSION of FAYETTE COUNTY, Tennessee.

JAIL – the JAIL in FAYETTE COUNTY, Tennessee, operated by the SHERIFF of FAYETTE 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 Tennessee and an employee or independent contractor of QCHC, cause the INMATE/DETAINEE's health to deteriorate, or cause harm to the INMATE/DETAINEE's well-being.

INMATES/DETAINEES – INMATES/DETAINEES booked into the custody of the SHERIFF of FAYETTE COUNTY and incarcerated at the FAYETTE COUNTY JAIL.

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 Tennessee.

QCHC CORPORATE HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

SHERIFF – The SHERIFF of FAYETTE COUNTY, or his agent or designee, such as the Jail Commander/Administrator, Warden, Chief Deputy, Chief of Staff, Under-sheriff, Acting Sheriff, 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 QCHC

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 healthcare services to the INMATES/DETAINEES under the custody and control of the SHERIFF at the JAIL 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 JAIL, except those identified in Section 1.26. The responsibility of QCHC for medical care of an INMATE/DETAINEE commences with the booking and physical placement of the INMATE/DETAINEE into the JAIL. 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, 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 JAIL, 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 JAIL as described in and required by this AGREEMENT. Anticipated staffing schedules for the JAIL is included as EXHIBIT A to this AGREEMENT, which the SHERIFF and QCHC may amend from time to time by mutual written 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 JAIL 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 Tennessee 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 JAIL.

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

1.2.1. **PHYSICIAN / MEDICAL DIRECTOR / MID-LEVEL PRACTITIONER.** A Physician or MID-LEVEL PRACTITIONER will visit the JAIL each week for a period of time sufficient to accomplish the objectives of this AGREEMENT in accordance with EXHIBIT A. A practitioner will be available by telephone to the JAIL's administrative staff and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. One of the QCHC physicians will be designated as the JAIL's "Medical Director," and shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, in the JAIL.

1.2.2. **HEALTH SERVICES ADMINISTRATOR.** QCHC shall provide a Health Services Administrator ("HSA"), who shall be responsible for management of the day-to-day operations of the medical units in the JAIL.

1.2.3. **NURSING.** QCHC will provide on-site nursing, consisting of both Registered Nurse ("RN") and Licensed Practical Nurse ("LPN") coverage at the JAIL 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, in accordance with EXHIBIT A. The SHERIFF and QCHC agree to review nursing hours

should the ADP significantly exceed the level contained in Article 3 of this AGREEMENT.

1.2.4. DENTAL STAFF. QCHC will provide dental health professionals, such as dentist services, dental assistants, dental hygienists, and other dental health professionals, sufficient to accomplish the objectives of this AGREEMENT.

1.3. CARE REPORTS. Upon request, 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 JAIL.

1.4. DENTAL CARE. QCHC will provide for INMATES/DETAINEES dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying INMATES/DETAINEES in need of dental services from a licensed dentist. QCHC will be responsible for providing a dentist, either on-site or off-site, who will see the INMATES/DETAINEES on-site on a regular basis as determined by QCHC and the SHERIFF.

1.5. DISPOSABLE MEDICAL SUPPLIES. QCHC will provide for INMATES/DETAINEES 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. 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 JAIL, 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. QCHC will also provide, upon request, annual CPR/first aid, suicide prevention, and other training for staff of the JAIL staff, as requested by the SHERIFF.

1.10. HEALTH EVALUATIONS. QCHC will provide for INMATES/DETAINEES' on-site health evaluations and medical care within the National Commission on Correctional Health Care ("NCCHC") and Tennessee Corrections Institute ("TCI") 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 will not be employed or otherwise engaged or utilized by either QCHC or the SHERIFF in the 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), NCCHC and TCI Compliance programs specific to the medical operations of the JAIL.

1.14. MEDICAL RECORDS. QCHC will maintain, cause, or require being maintained, complete and accurate medical records for each INMATE/DETAINEE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards, and the SHERIFF's policies and procedures. The medical records will be kept separate from the INMATE/DETAINEE's confinement record. A complete copy, or summary thereof, of the original applicable medical record will be available to accompany each INMATE/DETAINEE who is transferred from the JAIL 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 policy with regard to access by INMATES/DETAINEES and staff of the JAIL 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/JAIL. However, the COUNTY/SHERIFF/JAIL 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 medical records will at all times be the property of the COUNTY/SHERIFF/JAIL and shall not be the property of QCHC. QCHC will make available to the SHERIFF, 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 JAIL's INMATES/DETAINEES hereunder.

1.15. MEDICAL WASTE REMOVAL. QCHC will be responsible for medical waste removal services at the JAIL consistent with all applicable laws.

1.16. MEETINGS. Upon request, 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 JAIL, any proposed changes in health-related procedures, or other matters which either party deems necessary.

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 JAIL'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, in accordance with the SHERIFF's policies and procedures, and in coordination with the COUNTY'S off-site care coordinator and/or third party administrator, if applicable. QCHC will not be financially responsible for any costs associated with off-site care and/or SPECIALTY SERVICES.

1.19. CHRONIC CARE CLINICS. QCHC will establish a plan for the identification, treatment and monitoring of INMATES/DETAINEES with chronic illnesses and special healthcare needs. QCHC will be required to continue "chronic care clinics" for those INMATES/DETAINEES 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 with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these INMATES/DETAINEES which includes: instructions regarding medications; the type and frequency of laboratory; other diagnostic testing; frequencies of follow up for reevaluation of the INMATE/DETAINEE's condition; and adjustment of the treatment plan as needed. Chronic care clinics are established to enable INMATES/DETAINEES to have scheduled visits to QCHC independent of any sick call requests.

1.20. ON-SITE TESTING. QCHC will provide for INMATE/DETAINEES 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 as directed by the SHERIFF.

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. QCHC personnel shall administer pharmaceutical medications to INMATES/DETAINEES during pre-determined "pill calls" and/or medication rounds.

1.24. PHYSICAL EXAMINATIONS FOR INMATE WORKERS. QCHC will provide basic physical examinations for potential INMATE/DETAINEE workers to ensure the INMATES/DETAINEES 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. The health care services contracted in the AGREEMENT are intended only for those INMATES/DETAINEES in the actual physical custody of the JAIL, after being medically stabilized and committed to the JAIL. No other person(s) shall be the responsibility of QCHC. QCHC shall not be responsible for providing healthcare services of any kind for or on behalf of employees or staff of the COUNTY, SHERIFF's Department or JAIL, except for emergency care as described in Section 1.8. INMATES/DETAINEES, 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 JAIL 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 JAIL to INMATES/DETAINEES from jurisdictions other than COUNTY and housed in the JAIL 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 of the COUNTY.

1.27. SHERIFF'S POLICIES AND PROCEDURES. QCHC will operate within the requirements of the SHERIFF's policies and procedures which are directly related to the provision of medical services, as well as other policies and procedures of the SHERIFF which may impact the provision of medical services, including policies and procedures related to the safety and security

of the JAIL. 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 2:
DUTIES AND OBLIGATIONS OF THE SHERIFF

2.1 **INMATE/DETAINEE INFORMATION.** The SHERIFF will provide, as needed, information pertaining to INMATES/DETAINEES that QCHC and the SHERIFF 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 JAIL 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 JAIL healthcare unit. Upon termination of this AGREEMENT, QCHC will return to the SHERIFF 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 will provide QCHC, at QCHC's request, the SHERIFF's records relating to the provision of healthcare services to INMATES/DETAINEES 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 will make available to QCHC such records as are maintained by the SHERIFF, hospitals, and other off-site healthcare providers involved in the care or treatment of INMATES/DETAINEES (to the extent the SHERIFF has any control over those records). Any such information provided by the SHERIFF to QCHC that the SHERIFF 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. 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 will maintain responsibility for the physical security of the JAIL and the continuing security of the INMATES/DETAINEES. QCHC and the SHERIFF understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of QCHC, as well as for the security of INMATES/DETAINEES and staff of the JAIL, consistent with the correctional setting. The SHERIFF 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 responsibility to provide sufficient security to enable QCHC and its personnel to provide healthcare services to the INMATES/DETAINEES 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 shall 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 regarding security/background clearance and access to the JAIL.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

3.1 **COMPENSATION.** The COUNTY will reimburse QCHC for the direct costs of all services provided to INMATES/DETAINEES of the JAIL 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, medication, pharmacy, wages and salaries, benefits costs, payroll taxes, insurance costs directly attributable to personnel and/or services at the JAIL, sales/use taxes or other taxes on supplies, equipment, medications, or other items used at the JAIL, 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 $408,520.00 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 $61,278.00 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 of $408,520.00 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 180 INMATES/DETAINEES in the JAIL (the "base ADP").

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 sum of: (1) the annual cost cap, plus (2) the anticipated administrative fees on the annual cost cap amount, which equals $39,149.83 each month. COUNTY agrees to pay Provider 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.

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, with supporting documentation, 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.

ARTICLE 4:
TERM AND TERMINATION

4.1 **TERM.** The term of this AGREEMENT will be for three (3) years from October 1, 2018 at 12:01 A.M. through September 30, 2021 at 11:59 P.M.

1.1. **ANNUAL RENEWALS.** At the end of the above-stated three (3) year term, this AGREEMENT will be renewable for successive one-year terms if mutually desired by both parties. Upon each annual

anniversary date during the above-referenced three-year term and any subsequent annual renewal of this AGREEMENT, the administrative fee shall increase by the annual percentage increase in the Consumer Price Index ("CPI") for All Urban Consumers for Medical Care, as compiled by the U.S. Department of Labor, Bureau of Labor Statistics (series ID "CUUR0000SAM"), or 3%, whichever is greater. If, at the conclusion of this term, or any subsequent term, this Agreement has not been expressly extended, renegotiated, or terminated, this Agreement shall be automatically extended according to its original provisions for terms of ninety (90) days until this Agreement is expressly, extended, renegotiated, or terminated.

4.2 TERMINATION.

4.2.1 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.

4.2.2 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 5:
GENERAL TERMS AND CONDITIONS

5.1 AMENDMENTS. This AGREEMENT may be amended at any time only in writing and signed by both parties.

5.2 ASSIGNMENT. QCHC will not assign in whole or in part this AGREEMENT without the prior written consent of the SHERIFF. QCHC will not assign any money due or to become due under this AGREEMENT without the prior written consent of the SHERIFF.

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 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.

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 Tennessee.

5.8 HOLD HARMLESS.

5.8.1 QCHC will indemnify and hold harmless the COUNTY, the SHERIFF, and the JAIL employees against any loss or damage, including attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of QCHC, its agents, employees, and/or vendors, which is directly related to medical treatment or care provided by QCHC, and to provide a defense against any such claim, so long as such claim is timely tendered to QCHC for indemnification and defense.

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 JAIL who 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 negligence on the part of the COUNTY, the SHERIFF, or any employee or agent of the JAIL in presenting 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 and employees 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/or employees and agents of the JAIL, which is directly related to their operation, maintenance, and security of the jail, and to provide a defense against any such claim, so long as such claim is timely tendered to the COUNTY for indemnification and defense.

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/JAIL 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.

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 Three Million Dollars ($3,000,000) per occurrence and an annual aggregate limit of Five Million Dollars ($5,000,000). 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 with limits per claim of One Million Dollars ($1,000,000) and an annual aggregate of Three Million Dollars ($3,000,000).

5.12 CERTIFICATE OF INSURANCE. QCHC agrees to name the COUNTY as an additional insured 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 EQUAL EMPLOYMENT OPPORTUNITY. QCHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran status, or disability unrelated to a bona fide occupational qualification of the position, or any other protected category or characteristic protected by law.

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

_____
_____
_____
_____
_____

All notices to QCHC will be addressed to:

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

5.15 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 JAIL. 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.

5.16 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.

5.17 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.

FOR FAYETTE COUNTY, TENNESSEE

_____
By:
Its: _____

STATE OF TENNESSEE)
FAYETTE COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of FAYETTE COUNTY, is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same voluntarily for and as the act of said FAYETTE COUNTY, on the day the same bears date.

Given under my hand this_____day of _____ 2018.

Notary Public: _____

My Commission Expires: _____

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FOR QCHC, INC.

_____
By: Johnny E. Bates, MD
Its: President and CEO

STATE OF ALABAMA)
_____ 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, INC., is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is known to me, acknowledged to me on this day that, having read and being aware of the contents of the Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, executed the same voluntarily for and as the act of QCHC, INC., on the day the same bears date.

Given under my hand this_____day of _____ 2018.

Notary Public: _____

My Commission Expires: _____

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APPENDIX A
Staffing Matrix

24-hour coverage, 7 days per week

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
RN Site-Administrator (FT)		6:00 a.m. – 2:30 p.m.	6:00 a.m. – 2:30 p.m.	6:00 a.m. – 2:30 p.m.	6:00 a.m. – 2:30 p.m.	6:00 a.m. – 2:30 p.m.	
LPN (FT)		2:00 p.m. – 10:30 p.m.	2:00 p.m. – 10:30 p.m.	2:00 p.m. – 10:30 p.m.	2:00 p.m. – 10:30 p.m.	2:00 p.m. – 10:30 p.m.	
LPN (FT)		10:00 p.m. – 6:30 a.m.	10:00 p.m. – 6:30 a.m.	10:00 p.m. – 6:30 a.m.	10:00 p.m. – 6:30 a.m.	10:00 p.m. – 6:30 a.m.	
LPN (PT)	6:00 a.m. – 2:30 p.m.						6:00 a.m. – 2:30 p.m.
LPN (PT)	2:00 p.m. – 10:30 p.m.						2:00 p.m. – 10:30 p.m.
LPN (PT)	10:00 p.m. – 6:30 a.m.						10:00 p.m. – 6:30 a.m.
Mid-level practitioner	One visit per week						
Physician	One visit per month						

APPENDIX B

DIRECT COSTS TO QCHC TO BE REIMBURSED BY THE COUNTY 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 FAYETTE COUNTY JAIL, to include all physicians, nurses, dental professionals, and support staff working in the FAYETTE COUNTY JAIL
- The Employer's portion of benefit costs incurred on QCHC employees working in the FAYETTE COUNTY JAIL
- Employer's portion of any payroll tax costs incurred on QCHC employees working in the FAYETTE COUNTY JAIL, 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 FAYETTE COUNTY JAIL

Pharmacy/Medication Costs, to include:

- Costs of all prescription medications for, or kept on-site for use by, inmates/detainees of the FAYETTE COUNTY JAIL
- Costs of all over-the-counter medications for, or kept on-site for use by, inmates/detainees of the FAYETTE COUNTY JAIL
- Any taxes or shipping costs

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 FAYETTE COUNTY JAIL
- Any taxes or shipping costs

Radiology Costs, to include:

- Costs incurred by QCHC for radiological services (x-rays, ultrasounds, etc.) performed inside the FAYETTE COUNTY JAIL for inmates/detainees of the FAYETTE COUNTY JAIL, 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 FAYETTE COUNTY JAIL, including shipping and supply costs

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 FAYETTE COUNTY JAIL for the provision of healthcare services to the inmates/detainees of the FAYETTE COUNTY JAIL, 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 FAYETTE COUNTY JAIL for the provision of healthcare services to the inmates/detainees of the FAYETTE COUNTY JAIL, 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 FAYETTE COUNTY JAIL related to the provision of healthcare to inmates/detainees of the FAYETTE COUNTY JAIL
- 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 FAYETTE COUNTY JAIL related to the provision of healthcare to inmates/detainees of the FAYETTE COUNTY JAIL, 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 FAYETTE COUNTY JAIL, 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 Insurance, to include:

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

Pre-Start Up Costs

- Travel, accommodation, meals and other re-imbursements for QCHC corporate employees to visit and carry out facility inspection, inventory, employee evaluation and recruitment.

Start-Up Costs

- Labor costs as listed below For QCHC corporate employees to train new employees and cover shifts until such time as the facility is staffed according to the staffing matrix.
- Travel, accommodation, meals and other re-imbursements for QCHC corporate employees to train new employees and cover shifts.