

Denny Wayne Robinson
County Executive

Kim England
Executive Assistant



WHITE COUNTY, TENNESSEE
Office of County Executive

1 East Bockman Way, Room 205
Sparta, Tennessee 38583
P 931.836.3203
F 931.836.3204
executive@whitecountyttn.gov

***Public Notice of Regular Call Meeting
of the Board of County Commissioners of White County***

Notice is hereby given to all county commissioners, all residents of White County, Tennessee, and to all persons interested that an open, regular meeting of the Board of County Commissioners of White County will be held on Monday, August 19, 2019 at 6:00 P.M. in the 3rd floor courtroom, of the White County Courthouse in Sparta, Tennessee.

Agenda

1. Call to order by Chairman Neal
2. Prayer
3. Pledge
4. Roll Call
5. Approve and Spread on Minutes
 - A. Approve Minutes from the July 15, 2019 Meeting
 - B. Grand Jury Report
 - C. Quarterly Reports
 - D. Report of Steering Committee A
 - E. Report of Steering Committee B
 - F. Report of Solid Waste Committee
 - G. Report of Purchasing Committee
 - H. Report of Financial Management Committee
6. Resolutions
 - A: Res 36-08-2019 (QCHC (Inmate Healthcare))

7. Notaries

8. Recognition of Members from Audience

9. Old Business

10. New Business

11. Adjournment

August 19, 2019

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in regular session at the White County Courthouse in Sparta, Tennessee on August 19, 2019 at 6:00 p.m.

Present and residing the Hon. Stanley Neal, Chairman, Denny Wayne Robinson, County Executive, and Sasha Wilson, White County Clerk, with the following County Commissioners present: Lanny Selby, Terry Alley, Dale Bennett, Robert McCormick, Cain Rogers, Lonnie Crouch, Dillard Quick, T.K Austin, Dakota White, Bobby McCulley, and Roger Mason. Absent: Lee Broyles and Andy Haston.

A quorum being present the following proceedings were held.

Motion was made by Commissioner Cain Rogers and seconded by Commissioner Dakota White to approve the consent calendar and spread on the minutes. Chairman Neal called for a voice vote, all in favor of said motion.

Motion was made by Commissioner Roger Mason and seconded by Commissioner Dakota White to approve Resolution 36-08-2019. To Authorize Execution of Agreement with Quality Correctional Health Care For Inmate Healthcare Services. Upon the roll being called the following voted.

YES	NO	ABSENT
Dakota White		Andy Haston
Terry Alley		Lee Broyles
Bobby McCulley		
Dillard Quick		
Cain Rogers		
T.K Austin		
Lonnie Crouch		
Lanny Selby		
Stanley Neal		
Roger Mason		
Dale Bennett		
Robert McCormick		

White County, Tennessee

Steering A Committee Meeting

Date: 8/5/2019

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee A met on Monday, August 5, 2019, at the White County Courthouse. Members present were Cain Rogers, Lanny Selby, Dillard Quick, Terry Alley, Lonnie Crouch, and Bobby McCulley. Absent was Lee Broyles. Also present were Chad Marcum, Denny Wayne Robinson, Ben Holland, and Betty Ruth Payne.

There being a quorum present, the meeting was called to order by Chairman Cain Rogers and prayer was led by Bobby McCulley.

Cain Rogers asked for approval of the minutes from the previous meeting. Bobby McCulley made a motion and Lonnie Crouch seconded the motion to approve the minutes as presented. The motion was approved.

Old Business:

Update of Fourth of July Celebration:

Chad Marcum informed members that all went well and there was good attendance. The fireworks were a success and they have been asked to do it again next year. There will be a meeting at Christpoint Church Tuesday, August 6, at 6:00 pm to discuss next year's celebration and how it can be improved.

Update of Tennis Courts:

Chad Marcum informed members the tennis courts were completed last month and all looks good. The cost was \$27,000 and the light poles were removed and patched. Chad further informed that the lights were being replaced with LED lights. Members discussed installing a water spigot.

Dillard Quick asked about when the county is changing to UCDD planning services and why so quickly. Chad Marcum informed it will be January 1, 2020. Denny Wayne Robinson discussed the reason and details of the change. Members discussed the cost savings of the change to UCDD.

New Business:

Chad Marcum informed members that the basketball courts need work and briefly discussed what had been done in the past. He suggested members look at the courts to see what needs to be done.

Cain Rogers asked about the mowing at the school, and Mr. Marcum advised that Coach Crain will handle that as the Athletic Director.

White County, Tennessee

Denny Wayne Robinson that portable toilets had been placed at the Highway 70 fields and will be left for now.

Denny Wayne Robinson reminded members that nominating committees are coming up. He asked members to think about what they want to do.

Ben Holland and Betty Ruth Payne were present representing the Sparta Country Club. Mr. Holland informed members that the country club supports several organizations in White County but are starting to struggle. They are asking the county and city for financial assistance. They advised there has been a drop in club memberships and sent out statements last month totaling \$41,000 to be paid. They advised they are only able to pay on the interest of their bank debt. They will be changing the pool to salt water, which should save money in pool operations. He discussed the high cost of maintaining the pool and golf course and lower attendance. They believe the club can possibly continue another 6-9 months. Members discussed the matter and the matter was tabled to be readdressed at a later date.

There being no further business, Bobby McCulley made a motion and Lanny Selby seconded the motion to adjourn the meeting. The motion was approved.

The next meeting will be Monday, September 9, 2019, at 5:30 pm.

Chairman, Steering Committee A

Secretary, Steering Committee A

White County, Tennessee

Steering B Committee Meeting

Meeting Date: 8/5/2019

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee B met on Monday, August 5, 2019, at the White County Courthouse. Members present were Chairman Stanly Neal, Andy Haston, Robert McCormick, Dakota White, Roger Mason and Dale Bennett. Also present were Finance Director Chad Marcum, Landfill Director Gaylon Barlow and Executive Denny Robinson. Absent was TK Austin. Minutes recorded by Kim England, Executive Assistant.

There being a quorum present, Chairman Stanley Neal called the meeting to order at 5:30pm and Commissioner Dakota White led members in prayer.

Approval of Minutes

Chairman Neal asked for approval of the minutes from the previous meeting. Commissioner Dakota White made a motion to approve the minutes as presented and Commissioner Andy Haston seconded, none opposed. The motion to accept Minutes as presented carried.

Chairman Neal welcomed Andy Legg with South Build Team

Mr. Andy Legg attended and requested to address the board with a brief introduction of himself and the South Build Team. A brief presentation was given of the services provided by South Build Team and their experience with corrections planning, design and construction.

Chairman Neal opened the floor for discussion and questions regarding the Resolution to enter into contract with QCHC (Inmate Healthcare).

Executive Robinson submitted copies of the QCHC plan and a Resolution to enter into contract with QCHC for inmate healthcare. Commissioner Dakota White requested an update on the RFP responses. Chad Marcum, Finance Director gave details of the RFP's that were previously submitted. Of those, two responded with quotes, both having equal coverage as previous years, however, rates have increased across the board, per Marcum. Currently, White County has extended the contract, at the increased rate for six (6) months, at that time, with board approval, White County would enter into contact to renew with QCHC for two (2) years with option to review other polices or renew existing contract with QCHC. A motion to accept the terms and coverage of QCHC was made by Commissioner Roger Mason, seconded by Commissioner Dakota White; with none opposed, the motion carried and will move on to the full court.

Chairman Neal opened the floor for old business

Chairman Neal requested an update and further discussion of the *County Powers Act* and opened the floor for discussion. Executive Robinson presented copies of *the County Powers Act* adopted by other counties for comparison. Executive Robinson referenced the T.C.A. codes that summarizes the powers that may

White County, Tennessee

and may not be granted if the *County Powers Act* is approved for White County, TN. Additionally, Executive Robinson urged the committee to consider the laws and regulations as defined in T.C.A., as well as examples of other counties who have enacted the *County Powers Act*, as they further investigate the county's chief areas of concern, and the costs associated with enforcement. A motion to table further discussion of the *County Powers Act*, until a cost analysis could be conducted, was made by Commissioner Roger Mason, seconded by Commissioner Robert McCormick; with none opposed, the motion carried.

Chairman Neal opened the floor for new business

Executive Robinson reminded members that the junior Commissioners would serve as the Nominating Committee for the next term. Members agreed to meet Monday, September 9th immediately following Steering Committee meetings.

The next Steering B Committee meeting was scheduled for **Monday, September 9th at 5:30pm, 2nd floor of WC Courthouse in the Executive Conference Room.**

There being no further business, a motion to adjourn was made by Commissioner Dakota White, seconded by Commissioner Roger Mason; with none opposed, the motion carried.

Chairman, Steering Committee B

Secretary, Steering Committee B

White County, Tennessee

Solid Waste Committee Meeting

Meeting Date: 8/05/2019

Time: Immediately Following Steering Committee B

Location: White County Courthouse

The White County Solid Waste Committee met on Monday, August 5th, 2019 immediately following the Steering Committee B meeting at the White County Courthouse. Commissioners present were **Andy Haston, Robert McCormick, Dakota White, Dale Bennett, Roger Mason and Stanley Neal**. Also present were **Finance Director Chad Marcum, Landfill Director Gaylon Barlow and County Executive Denny Robinson**. Minutes recorded by **Kim England, Executive Assistant**.

Call to Order:

There being a quorum present, the meeting was called to order by Chairman Dale Bennett at 6:40pm. Mr. Bennett asked for approval of the minutes from the previous meeting. A motion to approve the Minutes as presented was made by Commissioner Andy Haston, seconded by Commissioner Robert McCormick; with none opposed the motion carried.

Chairman asked the committee for Directors Report:

Landfill Director Gaylen Barlow updated the committee on the leachate. Director Barlow stated he is seeing an increase in tire disposals at the Landfill. He further stated that he suspects that some loads are coming from outside of White County. Executive Robinson reminded the committee that a four (4) tire disposal rule was in place to help eliminate excessive loads, with exceptions being businesses.

Director Barlow requested that the committee consider some type of system to better identify unauthorized (out of county) loads. The committee discussed various options but tabled discussion for further consideration.

Chairman asked the committee for Engineer's Report:

Executive Robinson gave an update from TriAd regarding the ongoing items at the White County Landfill. The update included Class I Landfill Expansion, Class I Leachate Collection Sump Construction and Class III/IV Landfill Proposal.

Chairman asked the committee for any old business:

There was no old business.

White County, Tennessee

Chairman asked the committee for any new business:

In new business, the committee discussed the existing “fee per load” policy established for businesses who bring loads into the landfill. The committee agreed to research the policies from surrounding counties to better determine a fair system that everyone, that is charged, is charged fairly. Commissioner Mason agreed to contact surrounding counties and research how they determine “excessive loads” and weight fees, if any.

There being no further business, Commissioner Mason made a motion to adjourn, seconded by Commissioner White, with none opposed, the meeting adjourned.

There being no further business, Commissioner Mason made a motion to adjourn, seconded by Commissioner White; with none opposed motion meeting adjourned at 7:20pm.

The next meeting will be Monday, September 9, 2019, immediately following Steering Committee B in the Executive Conference Room at the White County Courthouse

Chairman, Solid Waste Committee

Secretary, Solid Waste Committee

White County, Tennessee

Purchasing Committee Meeting

Date: 08/05/2019

Time: 5:00pm

Location: White County Courthouse

The White County Purchasing Committee met on August 5, 2019 at 5:00pm at the White County Courthouse. Regular members present were Mr. Lanny Selby, Mr. Stanley Neal, Mr. Lonnie Crouch, and Mr. Denny Wayne Robinson. Also present were Mr. Chad Marcum and Mr. Dale Bennett.

There being a quorum present, the meeting was called to order by Mr. Selby and a prayer was led by Mr. Neal.

Mr. Selby asked for approval of the minutes from the June 28, 2019 meeting. Mr. Robinson made a motion and Mr. Crouch seconded the motion to approve the minutes as presented. On a voice vote, the motion was unanimously approved.

The committee considered a recommendation to accept a bid from W&O Construction Company for the replacement the Jared Road Bridge over branch in the amount of \$314,196.50. This construction will be funded with State Aid Bridge Funds which require a 98/2 cost split. Mr. Robinson made a motion and Mr. Crouch seconded the motion to accept the recommendation noting that all appropriate purchasing practices were followed. On a voice vote, the motion was unanimously approved.

There being no further business, Mr. Neal made a motion and Mr. Robinson seconded the motion to adjourn. The motion was approved.

Chairman, Purchasing Committee

Secretary, Purchasing Committee

White County, Tennessee

Budget Committee Meeting

Date: 08/05/2019

Time: Following Solid Waste Committee

Location: White County Courthouse

The White County Budget Committee met on Monday, August 5, 2019 following the Solid Waste Committee at the White County Courthouse. Members present were Mr. Cain Rogers, Mr. Roger Mason, Mr. Dillard Quick, Mr. Stanley Neal, and Mr. Denny Wayne Robinson. Also present was Mr. Chad Marcum, Mr. Bobby McCulley, and Mr. Ron Moses with the Expositor.

There being a quorum present, the meeting was called to order by Mr. Rogers.

Mr. Rogers asked for approval of the minutes from the June 10, 2019 meeting. Mr. Mason made a motion and Mr. Quick seconded the motion to approve the minutes as presented. On a voice vote, the motion was unanimously approved.

The committee considered five (5) School Federal Projects Fund original budgets for Fiscal Year 2020 as follows:

1. Title IV, Subfund 411: \$17,273.49
2. IDEA Preschool Discretionary, Subfund 892: \$4,965.00
3. IDEA Preschool, Subfund 912: \$20,340.00
4. CTE Perkins Reserve, Subfund \$803: \$42,345.40
5. IDEA Discretionary, Subfund 890: \$42,339.66

Mr. Neal made a motion and Mr. Mason seconded the motion to approve the original budgets as presented. On a voice vote, the motion was unanimously approved.

Mr. Rogers asked the committee for any old business: There was none.

Mr. Rogers asked the committee for any new business:

Mr. Rogers informed the committee that the Sparta Country Club made a presentation to Steering Committee A earlier in the evening requested financial assistance. Steering Committee A took the matter under advisement, but took no formal action. Mr. Rogers informed the Budget Committee for informational purposes only. No action was taken.

After discussion, the next meeting was set for Monday, September 9, 2019 following Solid Waste Committee.

There being no further business, Mr. Mason made a motion and Mr. Neal seconded the motion to adjourn. On a voice vote, the motion was unanimously approved.

Chairman, Budget Committee

Secretary, Budget Committee

White County, Tennessee

Financial Management Meeting

Date: 08/14/2019

Time: 5:00pm

Location: White County Courthouse

The White County Financial Management Committee met on Wednesday, August 14, 2019 at 5:00pm at the White County Courthouse. Members present were Mr. Clay Parker, Mr. Denny Wayne Robinson, Mr. Kurt Dronebarger, and Mr. Lanny Selby. Also present was Mr. Chad Marcum. Absent were Mr. Lee Broyles, Mr. TK Austin, and Mr. Robert McCormick.

There being a quorum present, the meeting was called to order by Mr. Robinson.

Mr. Robinson asked for approval of the minutes from the July 11, 2018 meeting. Mr. Selby made a motion and Mr. Dronebarger seconded the motion to approve the minutes as presented. On a voice vote, the motion was unanimously approved.

Mr. Robinson opened the floor for nominations for Chairman. Mr. Selby nominated Mr. Robinson. Mr. Selby made a motion and Mr. Parker seconded the motion that all nominations cease and Mr. Robinson be elected by acclamation. On a voice vote, the motion was unanimously approved.

Mr. Robinson opened the floor for nominations for Vice Chairman. Mr. Robinson nominated Mr. Selby. Mr. Dronebarger made a motion and Mr. Parker seconded the motion that all nominations cease and Mr. Selby be elected by acclamation. On a voice vote, the motion was unanimously approved.

Mr. Marcum addressed the committee regarding finance department operations, including payroll tax disbursements and filings as well as sales tax collections.

The committee considered a recommendation by the finance department to reallocate wheel tax funds so as to better align with health insurance expenditures. As of June 30, 2019, the county as a whole is spending more on health insurance than is being collected through wheel tax revenues. Mr. Marcum suggested that the wheel tax distribution formula be amended for fiscal year 2020 to cover losses incurred by the General Purpose School Fund and the Highway/Public Works Fund, and that beginning with fiscal year 2021 the distribution be set based on the health insurance plan participation for each fund. The proposed distribution formula for July 1, 2019 – June 30, 2020 to correct prior year losses would be 76% General Purpose School Fund, 18% Highway/Public Works Fund, and 6% County General Fund. Beginning July 1, 2020 the distribution formula would be 50% General Purpose School Fund, 7% Highway/Public Works Fund, and 43% County General Fund. The committee discussed the matter at length. Mr. Robinson made a motion and Mr. Dronebarger seconded the motion to send the proposal as presented to the Budget Committee and Steering Committee A for discussion. On a voice vote, the motion was unanimously approved.

Mr. Robinson asked the committee for any old business: There was none.

White County, Tennessee

Mr. Robinson asked the committee for any new business:

Mr. Parker informed the committee that the Roberts-Matthews Highway Bridge at the White/Putnam County line is finally out to bid and that bids will be opened on August 28, 2019. According to Mr. Parker, it has taken five (5) years of work to get the project to this point.

After discussion, the next meeting was set for Wednesday, October 9, 2019 at 5:00pm.

There being no further business, Mr. Parker made a motion and Mr. Selby seconded the motion to adjourn. The motion was approved.

Chairman, Financial Mgt. Committee

Secretary, Financial Mgt. Committee



WHITE COUNTY, TENNESSEE

RESOLUTION NO. 36-08-2019

RESOLUTION TO AUTHORIZE EXECUTION OF AGREEMENT WITH QUALITY CORRECTIONAL HEALTH CARE FOR INMATE HEALTHCARE SERVICES

WHEREAS, Tennessee Code Annotated §41-4-115(a) requires a county legislative body to provide medical attendance for all prisoners confined in their county's jail, AND

WHEREAS, Tennessee Code Annotated §41-4-115(a) also requires a county legislative body to provide such compensation as may be agreed upon by written contract with the jail's attending physician to provide said medical care, AND

WHEREAS, White County issued Request for Proposal Number 2019-0524-01-006 soliciting proposals for inmate health care services at the White County Jail, AND

WHEREAS, two proposals were received in response to this solicitation, AND

WHEREAS, the two proposals received were evaluated and scored based upon the scoring criteria as proscribed in the request for proposal document, AND

WHEREAS, Quality Correctional Health Care (QCHC) received the highest score as a result of the scoring process, AND

WHEREAS, the White County Purchasing Committee did meet on June 5, 2019 and accepted a recommendation to award the contract to QCHC noting that that all appropriate purchasing practices were followed in the solicitation process.

THEREFORE, BE IT RESOLVED, that the County Executive is authorized to execute a contractual agreement with QCHC, Inc. a/k/a Quality Correctional Health Care, in order to provide inmate healthcare services at the White County Jail in compliance with Tennessee Code Annotated §41-4-115.

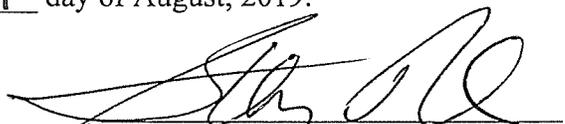
Motion made by Roger Mason and seconded by Dakota White that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 12

NAYES: _____

The above Resolution was passed on the 19 day of August, 2019.


STANLEY NEAL, Chairman of the
White County Legislative Body

Attest:

Sasha Wilson Co Clerk
Sasha Wilson, County Clerk



Approved the 19 day of August, 2019.

Denny Wayne Robinson
DENNY WAYNE ROBINSON, County Executive

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

This **AGREEMENT FOR THE PROVISION OF HEALTHCARE SERVICES TO THE INMATES OF THE WHITE COUNTY, TENNESSEE JAIL** (hereinafter referred to as the "AGREEMENT") is hereby entered into by and between **WHITE 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 desires to provide professional and responsive healthcare services to the INMATES/DETAINEES of the WHITE 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 pursuant to the terms of this AGREEMENT; and

WHEREAS, the COUNTY desires to enter into this AGREEMENT with QCHC; and is authorized by law to enter into this AGREEMENT;

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

DEFINITIONS

JAIL – the JAIL in WHITE COUNTY, Tennessee presently located at 111 Depot Street # 3, Sparta, Tennessee 38583.

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 WHITE COUNTY and incarcerated at the WHITE 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 WHITE 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, obstetrics, gastroenterology, 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 APPENDIX A to this AGREEMENT, which the SHERIFF, COUNTY, 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 pursuant to Tennessee law, in their respective areas of practice. QCHC will maintain copies of all 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.** Physician(s) or MID-LEVEL PRACTITIONER(s) will visit the JAIL each week as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT, with the schedule of such physician/MID-LEVEL PRACTITIONER visits to be determined between the SHERIFF and QCHC, in accordance with APPENDIX A. A provider 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 unit at the JAIL.
- 1.2.3. **NURSING.** QCHC will provide on-site nursing, consisting of coverage with both Registered Nurses ("RN") (1.0 FTEs) and Licensed Practical Nurses ("LPN") (1.6 FTEs) 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. It is understood that QCHC will provide nursing coverage at the JAIL twelve (12) hours per day, seven (7) days per week. The SHERIFF and QCHC agree to review nursing hours should the ADP significantly exceed the level contained in Article 3 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.
- 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. The COUNTY will be financially responsible for any and all costs of a licensed dentist.
- 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.** QCHC will be financially responsible for the costs of durable medical equipment and supplies with per unit costs of less than Five Hundred Dollars (\$500.00), unless the County agrees to purchase such equipment for itself. QCHC will own all equipment that it purchases, unless the County reimburses QCHC for the cost of purchasing the equipment. For durable medical equipment that exceeds \$500 per unit, the COUNTY and QCHC will discuss whether it makes sense for the COUNTY or QCHC to purchase said equipment. The COUNTY will not be liable for loss of or damage to medical equipment and supplies of QCHC, its agents, employees or subcontractors, unless such loss or damage was caused by the sole negligence of the COUNTY or SHERIFF'S employees.
- 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. **TRAINING.** Upon request, QCHC will provide annual CPR/first aid, suicide prevention, and other training for staff of the JAIL staff, as requested by the SHERIFF. The County will only be responsible for the cost of officer CPR certification cards, which will be billed to the County separate and apart from the monthly payment set forth in Article 3 of this AGREEMENT.
- 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. **PREGNANCY/INFANT CARE/ABORTIONS.** QCHC shall arrange for and bear the cost of on-site health care for any pregnant inmate. Off-site health care services for any pregnant inmate shall be the financial responsibility of the COUNTY in accordance with Specialty Services as set forth in Section 1.18 of this AGREEMENT. QCHC will neither arrange for infant care nor be financially responsible for any costs associated with infant care. Likewise, QCHC will neither arrange for nor provide abortion services.

- 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: Policies and Procedures; Protocols; CQI; Cost Containment; and Utilization Management 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.

1.18.1 OFF-SITE MEDICAL CLAIMS MANAGEMENT. QCHC shall negotiate with off-site providers for reduced costs for off-site services, manage and process off-site medical bills and claims, adjust for discounts, and returned the processed claims to the COUNTY to make direct payment to the off-site provider.

- 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.
- 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. QCHC will supply all medications through its vendor, IHS. QCHC will administer all over-the-counter and formulary prescription drugs. QCHC will administer any non-formulary prescription drugs (e.g., HIV/AIDS, hepatitis, cancer, renal failure, MD, MS, hemophilia, Crohn’s disease, transplant/anti-rejection drugs, and atypical anti-psychotic medications), but they will be the financial responsibility of the County and will be billed separately.
- 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 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 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.
- 1.28. **BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE.** QCHC medical staff will not perform body cavity searches nor collect physical evidence (blood, hair, saliva).

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 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The annualized amount to be paid by the COUNTY to QCHC under this AGREEMENT is to be \$336,000.00. The COUNTY will make monthly payments of \$28,000.00, which is equal to 1/12 of the annualized amount. QCHC will bill the COUNTY approximately two (2) weeks prior to the month in which services are to be rendered. The COUNTY agrees to pay QCHC prior to the tenth (10th) day of the month in which services are rendered.
- 3.2 **INCREASES IN ADP.** This AGREEMENT is based upon the assumption that the JAIL will have an ADP of 200 INMATES/DETAINEES total. If the ADP of the JAIL exceeds 225 for a consecutive three-month period or if the number of intakes, sick call, or other demands on medical staff increase significantly, the parties agree to enter into good faith negotiations to evaluate the staffing needs at the facility.

ARTICLE 4: TERM AND TERMINATION

- 4.1 **TERM.** The term of this AGREEMENT will be for two (2) years from July 1, 2019 at 12:01 A.M. through June 30, 2021 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-year terms if mutually desired by both parties.
- 4.2.1 Upon each annual anniversary date during the above-referenced two-year term and any subsequent annual renewal of this AGREEMENT, the annual price 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 three (3) percent, whichever is greater.

4.2.2 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.

4.2.3 The parties agree to review medical operations at the JAIL on a yearly basis to determine whether adjustments are necessary due to changes in staffing, an increase or decrease in the inmate population, or any other circumstances or conditions impacting the provision of inmate healthcare at the JAIL and makes changes as necessary.

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 5: 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 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 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 with limits per claim of Three Million Dollars (\$3,000,000) and an annual aggregate of Five Million Dollars (\$5,000,000).

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 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 WHITE COUNTY, TENNESSEE

 By: _____
 Its: _____

STATE OF TENNESSEE)
WHITE COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of WHITE 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 WHITE COUNTY, on the day the same bears date.

Given under my hand this _____ day of _____ 2019.

Notary Public: _____

My Commission Expires: _____

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 _____ 2019.

Notary Public: _____

My Commission Expires: _____

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APPENDIX A

**Proposed Staffing
White County, TN Jail
12-hour coverage/7 days per week**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	FTE
RN/HSA		6:00 a.m. – 6:30 p.m.	6:00 a.m. – 6:30 p.m.	6:00 a.m. – 6:30 p.m.	8:00 a.m. – 12:00 p.m.			1.0
LPN (FT)				6:00 a.m. – 6:30 p.m.	6:00 a.m. – 6:30 p.m.	6:00 a.m. - 6:30 p.m.		1.0
LPN (PT)	6:00 a.m.- 6:30 p.m.						6:00 a.m.- 6:30 p.m.	.6
Mid- level Provider	One visit per week							
Physician visit	One visit per month							

Motion was made by Commissioner Dakota White and seconded by Commissioner Lanny Selby to approve the following notaries: Doris Russell and Chasity Wilson. Chairman Neal called for a voice vote, all in favor of said motion.

Recognition of members from the audience: None

Old Business: None

New Business:

Motion was made by Commissioner Dakota White and seconded by Commissioner Cain Rogers to accept the donation of 1 ½ acres from Bridgestone Nature Conservatory to Eastland Fire Dept. Chairman Neal called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Lanny Selby and seconded by Commissioner Roger Mason to adjourn the meeting. Chairman Neal called for a voice vote, all members in favor of said motion.

PLEASE ANSWER THE FOLLOWING QUESTIONS YES OR NO

1. Have you ever been convicted of offering or giving a bribe, larceny, or any other offense declared infamous by law? No

2. If the answer to question 1 was YES, has your citizenship been restored? _____

3. Is there an unpaid judgment against you for money received in an official capacity and due to the United States, to Tennessee or any Tennessee county, or are you a defaulter to the treasury?
No

4. Are you a soldier, seaman, marine, or airman in the regular Army, Navy, Marines, or Air Force of the United States Congress, or a person holding any office of profit or trust under any foreign power, other state, or the United States? No

5. Have you ever been removed from office as a notary public for official misconduct? No

6. Have you ever had a notarial commission revoked or suspended by this or any other state?
No

7. Have you ever been found by a court of this state or any other state to have engaged in the unauthorized practice of law? No

8. Is there any other reason that you are legally disqualified from holding the office of a notary public? No

9. Are you a United States citizen or Legal permanent resident? Yes

I DO SWEAR OR AFFIRM UNDER PENALTIES OF PERJURY THAT THE STATEMENTS ABOVE ARE TRUE AND CORRECT.

Doris J. Russell

Signature of Applicant

State of Tennessee

County of White

Personally appeared before me, Doris J. Russell, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness this 8 day of Aug, 2019.

Jalyn Roberts dep clerk

County Clerk / Notary Public

My Commission Expires: 09-01-2022

