

**AGREEMENT FOR THE PROVISION OF HEALTHCARE SERVICES  
FOR THE INMATES OF THE MACON COUNTY JAIL**

This **AGREEMENT FOR THE PROVISION OF HEALTHCARE SERVICES TO THE INMATES OF THE MACON COUNTY JAIL** (hereinafter referred to as the "AGREEMENT") is hereby entered into by and between **MACON COUNTY, ILLINOIS**, a political subdivision of the State of ILLINOIS (hereinafter referred to as the "COUNTY") and **QCHC MANAGEMENT SERVICES COMPANY, INC. a/k/a QCHC**, an Alabama corporation qualified to do business in ILLINOIS (hereinafter referred to as "QCHC").

**RECITALS**

**WHEREAS**, the COUNTY desires to provide professional healthcare services to the INMATES/DETAINEES of the MACON COUNTY JAIL; pursuant to their obligations under the Constitution of the United States of America, the Constitution of the State of ILLINOIS, 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 pursuant to the terms of this AGREEMENT; and

**WHEREAS**, the parties are 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 MACON COUNTY, ILLINOIS located at 333 S. Franklin Street Decatur, ILLINOIS 62523.

**ELECTIVE CARE** – Care which, if not provided, would not 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 and incarcerated at the MACON COUNTY JAIL.

**MID-LEVEL PRACTITIONER** – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. The MID-LEVEL PRACTITIONER will be duly licensed in the State of ILLINOIS.

**PRIMARY HEALTHCARE SERVICES** -All sick calls, admission exams, screenings, physical assessments, and all other primary medical services.

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

**SHERIFF** – The SHERIFF of MACON 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 1:** **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 1.25. 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 primary healthcare services shall be conducted on-site, at the JAIL, unless otherwise addressed herein.

**1.1.1. 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. The anticipated staffing schedule for the JAIL is included as APPENDIX A to this AGREEMENT, which the SHERIFF and QCHC may amend from time to time by mutual written consent. It is understood and agreed that QCHC employees may leave the JAIL during the workday 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. Staffing and scheduling may vary from the routine staffing and scheduling on QCHC CORPORATE HOLIDAYS, including coverage being provided via telephone coverage only on QCHC CORPORATE HOLIDAYS. Such telephone coverage is understood to refer to non-nursing staff. Nursing staff will be available on QCHC CORPORATE HOLIDAYS to provide direct care as needed. All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified, or registered, as appropriate under ILLINOIS law, in their respective areas of practice. QCHC will maintain copies of licensure requirements for personnel. It is understood that QCHC personnel may 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:

**1.1.2. 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 APPENDIX A. A QCHC physician 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.

**1.1.3. NURSING.** QCHC will provide on-site nursing coverage, consisting of Registered Nurses ("RNs") and Licensed Practical Nurses ("LPNs") as often and for periods of time sufficient to accomplish the objectives of this AGREEMENT and in accordance with APPENDIX A.

**1.1.4. MENTAL HEALTH.** QCHC will provide mental health professionals, such as a psychiatric prescriber, counselors, and other mental health professionals, sufficient to accomplish the objectives of this AGREEMENT, in accordance with APPENDIX A.

**1.2. 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.

**1.3. 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 not arrange the services of a licensed dentist. QCHC not be responsible for any cost associated with any services provided by a licensed dentist.

**1.4. DISPOSABLE MEDICAL SUPPLIES.** QCHC will provide for INMATES/DETAINEES disposable medical supplies intended for one-time use.

**1.5. 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 and the COUNTY will reimburse QCHC pursuant to the terms of Article 3.

**1.5.1.** The annual cost estimate includes \$5,000.00 in expenses for durable medical equipment and supplies for the contract year. QCHC reserves the right to purchase equipment and supplies needed for the adequate provision of healthcare services up to \$5,000.00 without obtaining prior approval from the County.

**1.5.2.** QCHC will coordinate with the SHERIFF/COUNTY for equipment or supply purchases that exceed the \$5,000.00 budgeted for the contract year.

**1.5.3.** 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 Article 3.

- 1.6. 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.
- 1.7. 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.
- 1.8. TRAINING.** Upon request and subject to availability, QCHC will provide CPR/first aid, suicide prevention, and other training for staff of the JAIL staff, as requested by the SHERIFF. The County will be responsible for the cost of officer CPR certification cards.
- 1.9. HEALTH EVALUATIONS.** QCHC will provide for INMATES/DETAINEES' on-site health evaluations and medical care within the guidelines set forth by the National Commission on Correctional Health Care ("NCCHC").
- 1.10. PREGNANCY/INFANT CARE/ABORTIONS.** QCHC shall arrange for and bear the cost of on-site health care for any pregnant inmate. QCHC shall not bear the cost of off-site health care services or specialty services for any pregnant inmate. 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.
- 1.11. 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.
- 1.12. MANAGEMENT SERVICES.** QCHC will provide management services to include: Policies and Procedures, Protocols, CQI, Cost Containment, and Utilization Management programs specific to the medical operations of the JAIL.
- 1.13. 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. 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 not release nor make any determinations about the release of INMATE/DETAINEE medical records. 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. 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.

- 1.14. MEDICAL WASTE REMOVAL.** QCHC will be responsible for medical waste removal services at the JAIL consistent with all applicable laws.
- 1.15. MEETINGS.** Upon request, QCHC representatives will meet 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.
- 1.16. 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, file cabinets, printers, or other office-equipment located in the JAIL's medical unit at the beginning of the term of this AGREEMENT.
- 1.17. 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. 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.

- 1.19. **ON-SITE TESTING.** QCHC will provide for INMATES/DETAINEES on-site laboratory testing, which shall include, but not be limited to finger-stick blood sugar and urine dipstick for pregnancy and/or infection. Drug-screens will be performed only when clinically indicated for treatment and/or diagnostic purposes as determined by QCHC medical staff.
- 1.20. **OPTICAL CARE.** QCHC will not be financially responsible for the provision or costs of optical care, eyeglasses, and/or optical supplies.
- 1.21. **OTHER EXPENSES.** QCHC will neither be responsible for the performance nor payment of any services which are not specifically contained in this AGREEMENT.
- 1.22. **PHARMACEUTICALS.** QCHC will supply medications through its pharmaceutical vendor. QCHC will provide pharmaceutical management, distribution, and policies, and be financially responsible for all formulary and over-the-counter medications. QCHC will administer non-formulary medications. However, the cost of non-formulary medications will be billed by QCHC's pharmacy vendor directly to the County for payment. Any bills for non-formulary medication will be separate and apart from compensation owed to QCHC. Non-formulary medications will **NOT** be subject to the fifteen percent administration fee. For the purpose of this paragraph, non-formulary medications shall mean medications to treat diseases or complications of HIV/AIDS, Hepatitis, Cystic Fibrosis, Multiple Sclerosis, or Cancer, pharmaceuticals listed as Biologicals and Anti-Rejection drugs (as defined in the Physician Desk Reference), and Atypical Psychotropic medications.
- 1.23. **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.
- 1.24. **PROSTHETICS.** QCHC will not be responsible for providing prosthetics and/or prosthetic supplies.
- 1.25. **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 1.7. 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.

- 1.26. 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.
- 1.27. 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/COUNTY**

- 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/COUNTY 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 pursuant to Section 4.4.1 of this AGREEMENT. It is understood that the SHERIFF may screen QCHC's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of QCHC's employees regarding security/background clearance and access to the JAIL.

### **ARTICLE 3:** **COMPENSATION/ADJUSTMENTS**

- 3.1** 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 1.5), 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 APPENDIX B to this AGREEMENT, which may be amended in writing from time to time by mutual consent of the parties.

- 3.1.1. The **annual cost estimate** for the JAIL is \$692,400.00, which is calculated from the direct costs set forth in APPENDIX B to this AGREEMENT. The annual cost estimate is based on an Average Daily Population ("ADP") of 315 INMATES/DETAINEES in the JAIL (the "base ADP").
  - 3.1.2 Over and above the direct 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 \$692,400.00 in actual costs in the contract term.
  - 3.1.3 The administrative fee shall be capped at \$103,860.00 for the initial contract year, such amount being defined as the administrative fee (charged at 15%) on the annual cost estimate.
  - 3.1.4 Should direct costs exceed the cost estimate of \$692,400.00 for the 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.*
- 3.1 **MONTHLY PAYMENTS.** QCHC will bill the COUNTY prior to the month in which services are to be rendered, in a fixed amount set the sum of: (1) the annual cost estimate for the initial contract year (2) the anticipated administrative fees on the annual cost estimate amount, which equals \$66,355.00 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.
- 3.2 **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 APPENDIX 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 INITIAL TERM.** The term of this AGREEMENT will be from October 5, 2020 at 12:01 A.M. to October 5, 2021 at 11:59 P.M.
- 4.2 SUBSEQUENT RENEWALS.** The parties agree to review the annual cost estimate yearly 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. If an adjustment is made to the annual cost estimate, the administrative fee will be adjusted accordingly but will not exceed fifteen (15) percent of the annual cost estimate.
- 4.3 SUBSEQUENT ANNUAL RENEWALS.** At the end of the above-stated term, this AGREEMENT will be renewable for successive one-year terms if mutually desired by both parties. 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.
- 4.4 TERMINATION.**
- 4.4.1 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 and an adequate description of any alleged 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.
- 4.4.2 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 COUNTY. QCHC will not assign any money due or to become due under this AGREEMENT without the prior written consent of the COUNTY.
- 5.3 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The COUNTY and QCHC agree that they will not require performance of any QCHC or SHERIFF 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 ILLINOIS.
- 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).

**5.11.3** Workers' Compensation Insurance that meets the requirements of ILLINOIS state law and which covers all QCHC employees working in the JAIL.

**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:

MACON COUNTY  
c/o Sheriff Antonio Brown  
333 S. Franklin St.  
Decatur, Illinois 62523

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.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

FOR MACON COUNTY, ILLINOIS

By: KEVIN GREENFIELD

Its: BOARD CHAIRMAN

STATE OF ILLINOIS )

MACON COUNTY )

I, the undersigned Notary Public in and for said County and State, hereby certify that KEVIN GREENFIELD, whose name as CHAIRMAN OF THE MACON COUNTY, ILLINOIS BOARD 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 MACON COUNTY, on the day the same bears date.

Given under my hand this 24<sup>th</sup> day of September 2020.

Notary Public

My Commission Expires: 7-19-21



[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[Redacted Signature]

By: ANTONIO BROWN  
Its: SHERIFF

STATE OF ILLINOIS                    )  
MACON COUNTY                        )

I, the undersigned Notary Public in and for said County and State, hereby certify that ANTONIO BROWN, whose name as SHERIFF OF MACON COUNTY, ILLINOIS 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 MACON COUNTY, on the day the same bears date.

Given under my hand this 24 day of September 2020.

Notary Public: Y [Redacted Signature]

My Commission Expires: 5-19-22



[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



■ FOR QCHC MANAGEMENT SERVICES COMPANY, INC.

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

STATE OF ALABAMA )  
Talladega COUNTY )

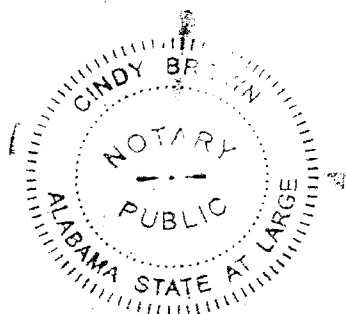
I, the undersigned Notary Public in and for said COUNTY and State, hereby certify that JOHNNY E. BATES, MD, whose name as PRESIDENT AND CEO of QCHC MANAGEMENT SERVICES COMPANY, INC., is signed to the foregoing Agreement for the Provision of Inmate/Detainee Healthcare and Medical Services, and who is 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 MANAGEMENT SERVICES COMPANY, INC., on the day the same bears date.

Given under my hand this 28<sup>th</sup> day of September 2020.

Notary Public

My Commission Expires: 1-30-23

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



**APPENDIX A**  
**Anticipated Staffing**

		Rotating schedule for two-week pay period																	
		Week 1 Hours								Week 2 Hours									
Position	Shift or Hours	Su	Mo	Tu	We	Th	Fr	Sa	Total Week 1	Su	Mo	Tu	We	Th	Fr	Sa	Total week 2	Pay Period	FTE
RN HSA	8a-12p			4					40				4				40	80	1.0
	7a-7:30p				12	12	12					12		12	12				
RN #1	7a-7:30p		12	12				12	36	12	12		12				36	72	0.9
LPN #1	7a-7:30p	12							24							12	24	48	0.6
	7p-7:30a						12					12							
RN #2	7p-7:30a		12	12				12	36	12				12	12		36	72	0.9
LPN #2	7p-7:30a	12			12	12			36		12	12				12	36	72	0.9
Provider	2 visits per week with 24/7 call coverage																		
Mental Health Professional	8a-4:30p		8	8	8	8	8		40		8	8	8	8	8		40	80	1.0
Mental Health Professional	20 hours per week																		.5
Psychiatric Prescriber	4 hours per week																		

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

Pharmacy/Medication Costs, to include:

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

Medical Supplies, to include:

- Costs of all durable and disposable medical supplies required for the adequate provision of healthcare services at the MACON 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 MACON COUNTY JAIL for inmates/detainees of the MACON 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 MACON 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 MACON COUNTY JAIL for the provision of healthcare services to the inmates/detainees of the MACON COUNTY JAIL to the extent that such equipment, maintenance, and repair is not provided by the COUNTY.

- Any taxes or shipping fees for said medical equipment

Office Supplies and Equipment, to include:

- Costs of all office supplies used by QCHC employees, agents, and independent contractors in the MACON COUNTY JAIL related to the provision of healthcare to inmates/detainees of the MACON 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 MACON COUNTY JAIL related to the provision of healthcare to inmates/detainees of the MACON COUNTY JAIL, to the extent such equipment is not provided by the COUNTY
- Costs of all office utilities and services inside the MACON 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 MACON COUNTY JAIL
- Attorneys' fees, up to the policy deductible/retention amount, for lawsuits arising directly from QCHC services provided at the MACON COUNTY JAIL

Pre-Start Up Costs

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

Start-Up Costs

- Labor costs 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, lodging, meals, mileage, and other reimbursements for QCHC corporate employees to train new employees and cover shifts.

Corporate Oversight & Monitoring/Contract Compliance

- Labor costs for QCHC corporate employees to provide corporate oversight and monitoring of operations at the MACON COUNTY JAIL for the duration of the AGREEMENT.
- Travel, accommodation, lodging, meals, mileage, and other reimbursements for QCHC corporate employees to provide ongoing corporate oversight and monitoring of operations at the MACON COUNTY JAIL for the duration of the AGREEMENT.