

AMENDMENT #2  
TO  
HEALTH SERVICES AGREEMENT

This AMENDMENT #1, to Health Services Agreement dated January 10, 2009, between Hamblen County, Tennessee (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**WITNESSETH:**

WHEREAS, County and SHP desire to amend the Health Services Agreement dated January 10, 2009, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

**Section 6.1 is hereby replaced in its entirety by the following:**

6.1 Term. This Agreement shall commence on January 10, 2009. The term of this Agreement shall end on January 9, 2012, and may be extended for an additional year ending on January 9, 2013, if mutually agreeable to both parties.

**Section 7.1 is hereby replaced in its entirety by the following:**

7.1 Base Compensation. County will pay to SHP the annualized base price of \$178,704.00 during the term of this Agreement effective January 10, 2011, through January 9, 2012, payable in monthly installments. Monthly installments during the term of this Agreement effective January 10, 2011, through January 9, 2012, will be in the amount of \$14,892.00 each. SHP will bill the County approximately thirty days prior to the month in which services are to be rendered. The County agrees to pay SHP prior to the tenth day of the month in which services are rendered. 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 SHP will be pro-rated accordingly for the shortened month.

**Section 7.2 is hereby replaced in its entirety by the following:**

7.2 Increases in Inmate Population. County and SHP agree that, effective January 10, 2011, the annual base price is calculated based upon an average daily inmate population of up to 300. If the average daily inmate population exceeds 300 inmates, then the compensation payable to SHP by County shall be increased by a per diem rate of \$1.91 for each inmate over 300. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 300, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 305 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional

compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

HAMBLEN COUNTY, TN

BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

SOUTHERN HEALTH PARTNERS, INC.

BY:

  
\_\_\_\_\_  
Jeffrey A. Reasons, Chief Executive Officer

Date: 10/13/10

## HEALTH SERVICES AGREEMENT

**THIS AGREEMENT** between Hamblen County, Tennessee (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009. Services under this Agreement shall commence on January 10, 2009, and shall continue through January 9, 2010, in accordance with Section 6.1.

### WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Hamblen County Jail (hereinafter called "Jail") and,

WHEREAS, County and Sheriff desire to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the County Commission for the Jail, desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

### ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby contracts with SHP to provide for the delivery of all medical and dental services to inmates of Jail. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of General Services. The responsibility of SHP for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. SHP shall provide health care services for all persons committed to the custody of the Jail, except those identified in Section 1.6. SHP shall provide and/or arrange for all professional medical, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein and as outlined in the SHP proposal dated December 2, 2008, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as a part of this Agreement.

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SHP shall be financially responsible for the costs of all physician and nurse staffing (as outlined in the SHP proposal dated December 2, 2008), office supplies, forms, folders, travel expenses, long-distance telephone calls, publications, administrative services and nursing time to train officers in the Jail on various medical matters. Costs for all prescription medications, over-the-counter medications, clinical lab procedures, medical supplies, x-ray procedures and all medical, dental and mental health services rendered outside the Jail shall be the financial responsibility of the County.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services including, but not limited to, radiology services and laboratory services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section 1.8 of this Agreement.

1.4 Emergency Services. SHP shall arrange and/or provide emergency medical care, as medically necessary, to inmates through arrangements to be made by SHP.

1.5 Injuries Incurred Prior to Incarceration; Pregnancy. SHP will not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP is not financially responsible for the cost of services outside the jail for any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP will, commencing at that point, then become financially responsible for the cost of all medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide health care services to inmates up to, through, and after the birth process, but health

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care services provided to an infant following birth, other than those services that may be delivered in the jail prior to transport to a hospital, will not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.6 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail. This does include inmates who are under guard in outside hospitals. Such inmates are to be included in the daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates, for example, on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates 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 SHP 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 are likewise excluded from the population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.7 Elective Medical Care. SHP is not responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, County will, upon prior request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SHP shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.

## ARTICLE II: PERSONNEL

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement.

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2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Tennessee law.

2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP as long as the services to be provided are not affected.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP will engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SHP will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SHP shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and five million dollars (\$5,000,000) aggregate.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows:

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- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

### **ARTICLE III REPORTS AND RECORDS**

3.1 **Medical Records.** SHP shall cause and require to be maintained a complete and accurate medical records for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with Tennessee law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 **Regular Reports by SHP to County.** SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, reports relating to services rendered under this Agreement.

3.3 **Inmate Information.** Subject to the applicable Tennessee law, in order to assist SHP in providing the best possible health care services to inmates, County will provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder.

3.4 SHP Records Available to County with Limitations on Disclosure. SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and will remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law in connection with pending litigation or pending investigation. County acknowledges such disclosure must be approved in writing in advance by SHP. Proprietary information developed by SHP shall remain the property of SHP.

3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County will provide SHP, at SHP's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County will make available to SHP such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

#### ARTICLE IV: SECURITY

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County will take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion.

4.2 Loss of Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County or its employees.

4.3 Security During Transportation Off-Site. County will provide prompt and timely security as medically necessary and appropriate in connection with the

transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

#### **ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

5.1 General. County agrees to provide SHP with reasonable and adequate office and medical space, and County will provide necessary maintenance and housekeeping of the office and medical space and facilities.

5.2 Delivery of Possession. County will provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP will return to County's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by a mutually agreed depreciation schedule.

5.4 General Maintenance Services. County agrees that it is proper for SHP to provide each and every inmate receiving health care services the same services and facilities available to, and/or provided to, other inmates at the Jail.

#### **ARTICLE VI: TERM AND TERMINATION OF AGREEMENT**

6.1 Term. This Agreement shall commence on January 10, 2009. The initial term of this Agreement shall end on January 9, 2010, and may be extended for additional one-year terms up to three additional years ending on January 9, 2013, if mutually agreeable to both parties.

6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- a. Termination by agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- b. Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.

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- c. **Annual Appropriations and Funding.** This Agreement may be subject to the annual appropriation of funds by the Hamblen County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

6.3 **Responsibility for Inmate Health Care.** Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from SHP to County.

## **ARTICLE VII. COMPENSATION.**

7.1 **Base Compensation.** County will pay to SHP the annualized price of \$175,200.00, based on a twelve-month contract period of this Agreement, payable in monthly installments. Monthly installments during the initial term of this Agreement effective January 10, 2009, through January 9, 2010, will be in the amount of \$14,600.00 each. SHP will bill County approximately 30 days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. 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 SHP will be pro-rated accordingly for the shortened month.

7.2 **Increases in Inmate Population.** County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 300. If the average daily inmate population exceeds 300 inmates, then the compensation payable to SHP by County shall be increased by a per diem rate of \$1.87 for each inmate over 300. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 300, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 305 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of

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routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

7.3 Future Years' Compensation. The amount of compensation (i.e., annual base price and per diem rate as defined in Sections 7.1 and 7.2, respectively) to SHP shall be negotiated between SHP and County in advance of any renewal period.

7.4 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside Hamblen County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions will be the responsibility of SHP, but as limited by Section 1.6. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates.

7.5 Responsibility For Work Release Inmates. SHP and County agree that SHP will be responsible for providing medical services to county inmates assigned to work release an/or released for community service work for government or nonprofit agencies, except that SHP shall will not be responsible for providing medical services for inmates who are covered by workers compensation, medical insurance, accident insurance, or any other form of insurance which may provide payment for medical and hospital expenses. In all cases, SHP will assist with necessary transportation for injured inmates on work release or community service to obtain appropriate medical care.

#### **ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.**

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate. In the event the coverage changes, SHP will notify County in writing. SHP will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the County. SHP shall provide a Certificate of Insurance evidencing the above policy levels and shall name County and Sheriff as additional insured.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based

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on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents, servants and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of health care services conducted by SHP, it being the express understanding of the parties hereto that SHP shall provide the actual health care services. The Sheriff shall promptly notify SHP of any incident, claim or lawsuit of which the Sheriff becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law.

County does hereby agree to indemnify and hold harmless SHP, its agents, servants, employees and medical staff from and against any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation of the facility and the negligence of the Sheriff, the County or their employees and agents, to the extent authorized and permitted by law. SHP shall cooperate with the County in its defense of all claims, actions or lawsuits filed against County as may arise from issues related to the provision of health care services to inmates.

8.4 Default. In the event of a default by SHP under this Agreement, County reserves the right to procure the services from other sources and SHP shall be liable for any additional cost that is reasonably associated with this default.

#### **ARTICLE IX: MISCELLANEOUS.**

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Jail under the direction of SHP management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation or any other entity or individual without the express written consent of County which consent shall not be unreasonably withheld. Any such

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assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

- a. **County:** Hamblen County Mayor  
511 West Second North Street  
Morristown, Tennessee 37814
  
- b. **SHP:** Jeffrey A. Reasons, President  
Southern Health Partners, Inc.  
811 Broad Street, Suite 500  
Chattanooga, Tennessee 37402  
Email: info@southernhealthpartners.com

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Tennessee, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction unless to preserve any applicable statute of limitations.

9.5 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. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

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9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Hamblen County Sheriff or his designee shall serve as the liaison with SHP.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

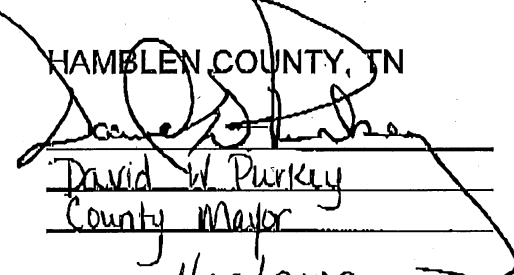
9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

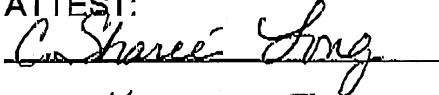
9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

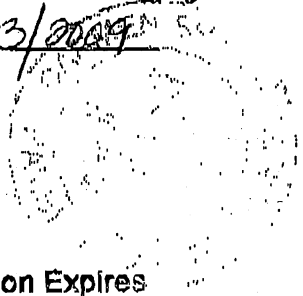
9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

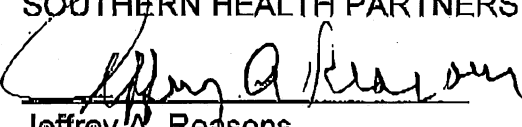
IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

HAMBLEN COUNTY, TN  
  
 \_\_\_\_\_  
 David W. Purkey  
 County Mayor  
 \_\_\_\_\_  
 Date: 1/23/2009

ATTEST:  
  
 \_\_\_\_\_  
 Date: 1/23/2009



Commission Expires  
January 3, 2010

SOUTHERN HEALTH PARTNERS, INC.  
  
 \_\_\_\_\_  
 Jeffrey A. Reasons  
 President  
 \_\_\_\_\_  
 Date: 1/16/09