

## CLINICAL SERVICES AGREEMENT

This Clinical Services Agreement (this "Agreement") is made effective the 18th day of May, 2021 (the "Effective Date") by and between Effingham Hospital, Inc., a Georgia nonprofit corporation (the "Hospital"), and Effingham County, Georgia, a body corporate and politic (the "County").

**WHEREAS**, the County operates a jail in Effingham County, Georgia;

**WHEREAS**, the County desires to contract with the Hospital for the provision of clinical services to inmates and other individuals in the custody of its jail (the "Inmates");

**WHEREAS**, as a service to its community, the Hospital has agreed that it shall provide, through its employed and contracted health care providers, clinical health services to such individuals.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Hospital.

1.1 Subject to the terms and conditions of this Agreement, the Hospital agrees that it shall provide clinical and other professional medical and hospital services (the "Clinical Services") to Inmates that are brought to the Hospital's main campus, clinics and other facilities.

1.2 Notwithstanding Section 1.1 or any other provision hereof, the Hospital shall not be required to provide any form of Clinical Services that are outside the scope of clinical services provided or made available by the Hospital and its health care providers.

2. Relationship of Parties and Tax Responsibilities. The parties agree and acknowledge that the Hospital and the County are independent parties contracting for the provision of Clinical Services, and nothing herein shall create, or be deemed to create, a partnership, joint venture, employee-employer relationship or any other relationship other than independent parties contracting for the provision of services. As independent contractors, each of the Hospital and the County shall not be authorized to bind or obligate the other. Each party shall be responsible for compensation, wages, benefits and other amounts owed to such party's employees, agents and contractors and for any taxes or withholdings associated therewith.

3. Compensation.

3.1 In exchange for the Clinical Services provided under this Agreement, the County shall pay the Hospital the then-current Medicaid rate for each Clinical Service provided to an Inmate.

- 3.2 Within thirty (30) days of the end of each calendar month in which Clinical Services are provided pursuant to this Agreement, the Hospital shall submit an invoice to the County setting forth the amounts owed for Clinical Services provided in the immediately preceding month. The County shall pay each invoice within thirty (30) days of the invoice date. In the event of any dispute with respect to an invoice, the parties shall work together to promptly resolve any such dispute.

4. Duties of County.

- 4.1 The County shall ensure that each Inmate who receives Clinical Services pursuant to this Agreement is accompanied by and under the supervision and control of jailers and/or other members of County's law enforcement. Except when required for the provision of Clinical Services, as determined by a medical professional, the County shall ensure that Inmates are handcuffed and restrained in accordance with established protocols of the County and best practices.
- 4.2 The County's jailers and other members of law enforcement shall at all times maintain control over the person of each Inmate and shall ensure that each Inmate who receives Clinical Services does not disturb the Hospital's health care providers, staff, other patients and visitors and does not disrupt the business operations of the Hospital. In the event an Inmate remains at a Hospital facility overnight, the County shall ensure that appropriately trained personnel remain with the Inmate at all times.
- 4.3 County personnel, along with the Inmate, shall be responsible for notifying the Hospital of any symptoms and conditions of the Inmate that require the provision of Clinical Services.
- 4.4 The County shall be responsible for transporting, or arranging for the transport of, the Inmates to Hospital facilities.

5. Term and Termination.

- 5.1 *Term.* This Agreement shall commence on the Effective Date and shall remain in force until June 30, 2022 (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"), unless either party shall provide the other party with notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Renewal Term or the Initial Term.
- 5.2 *Termination Without Cause.* Either party may terminate this Agreement at any time upon at least sixty (60) days' prior written notice to the other party.
- 5.3 *Termination for Cause.* Either party may terminate this Agreement upon notice in writing to the other party if the other party materially breaches this Agreement in any manner and such material breach continues for a period of fifteen (15) days after written notice is given to the breaching party specifying the nature of the breach and requesting that it be cured; provided, however, Hospital may terminate

this Agreement immediately upon written notice to County if there are repeated instances of County failing to comply with its duties under Section 4 of this Agreement.

- 5.4 *Effect of Expiration or Termination.* Upon expiration or termination of this Agreement for any reason, no party shall have any further obligations hereunder except for: (a) obligations accruing prior to the date of expiration or termination, including the obligation of County to compensate Hospital for services provided hereunder through the date of expiration or termination, and (b) obligations, promises or covenants contained herein which are intended to extend beyond the term of this Agreement. Following the expiration or termination of this Agreement the parties shall cooperate with each other on any malpractice or other actions or suits, whether pending or threatened, which relate to the time period and services covered by this Agreement.
6. Access to Records. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, the parties shall each make available, upon written request by the Secretary of the Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives, this Agreement and their books, documents and records that are necessary to certify the nature and extent of the cost incurred with respect to any services furnished under this Agreement for which payments as may be made under the Medicare or Medicaid programs, if any. This Section shall survive expiration or termination of this Agreement.
7. Assignability. This Agreement shall not be assignable or delegable by County without the prior written consent of the Hospital, and any attempted assignment, transfer or delegation without the consent of the Hospital is null and void.
8. Change in Circumstances. If: (a) Medicare, Medicaid, or any other third-party payor, or any other federal, state or local law, rule, regulation or interpretation, at any time during the term of this Agreement, prohibits, restricts or in any way materially and adversely affects the arrangement contemplated by this Agreement, (b) there is any change in any federal, state, or local law rule, regulation or interpretation which materially and adversely affects either party or (c) any court of competent jurisdiction determines that any material provision of this Agreement is invalid, void, or unenforceable in whole or in part, ((a) (b), (c) separately and in the aggregate a "Material Change"), then the parties shall use their good faith best efforts to amend this Agreement in a manner which is consistent with any such Material Change and which substantially preserves for the parties the relative economic benefits of this Agreement. If the parties cannot reach an agreement on such amendment within thirty (30) days following notice by one party to the other of the Material Change, this Agreement may be immediately terminated by either party upon written notice to the other.
9. 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.

10. Notices. All notices related to this Agreement shall be in writing and will be deemed to have been given when delivered personally or at the time sent, if sent by registered or certified United States mail, return receipt requested, postage prepaid, or by federal express or similar delivery service for overnight delivery, and addressed to the other party as follows or at such address as such party from time to time may indicate by written notice to the other party:

If to Hospital:

Effingham Hospital, Inc.  
459 GA-119  
Springfield, GA 31329  
Attention: Chief Executive Officer

If to County:

Effingham County, Georgia  
601 N. Laurel Street  
Springfield, GA 31329  
Attn: Effingham County B.O.C.

11. Non-Exclusion. Each of the parties hereby represents and warrants to the other party that such party is not excluded, debarred, curtailed, suspended or otherwise restricted from participation in any federal or state health care payor program, including, without limitation, Medicare and Medicaid.
12. Applicable Law; Venue. This Agreement will be controlled, construed and enforced in accordance with the laws of the State of Georgia, applied without regard to its conflict of law principles. Any dispute arising out of this Agreement shall be brought in the applicable federal or state courts for Effingham County, Georgia, and the parties hereby consent to the jurisdiction and venue of such courts. This Section shall survive expiration or termination of this Agreement.
13. Severability. If any provision or part of this Agreement is found to be totally or partially invalid, illegal or unenforceable, then the provision, unless amended by the mutual agreement of the parties hereto, shall be excised from this Agreement without affecting any other provision of this Agreement.
14. Amendments; Successors and Assigns. This Agreement may be amended, changed, or modified only by written agreement executed and signed by the parties hereto. The terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous oral and written negotiations, agreements, commitments and understandings relating hereto.
16. Further Assurances. Each party shall execute and deliver any and all additional instruments and documents and do any and all such other and further acts and things as may be reasonably necessary or expedient to effectuate fully this Agreement and to carry out the relationship contemplated by this Agreement.
17. Headings. The headings and captions to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.
18. No Third-Party Beneficiaries. This Agreement is entered into by and between the parties and for their benefit. There is no intent by either party to create or to establish third party beneficiary status or rights or their equivalent in any subcontractor or other party which may be affected by the operation of this Agreement, and no such third party shall have any right to enforce or enjoy any benefit created or established under this Agreement.

*[Signatures Appear on the Following Page]*

IN WITNESS WHEREOF, Hospital and County have caused this Agreement to be executed made effective as of the Effective Date.

EFFINGHAM HOSPITAL, INC.

By:

*Dr. Kevin Warr* *4.13.21*

EFFINGHAM COUNTY, GEORGIA

By:

*Wesley M. Corbitt*  
Name: Wesley M. Corbitt  
Title: Chairman, Effingham County B.O.C.