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DIAGNOSTIC SERVICES AGREEMENT

between

**TROUP COUNTY JAIL AND TROUP CORRECTIONAL INSTITUTE
WECARE TLC**

and

HEALTHCARE CORRECTIONS X-RAY, LLC

THIS AGREEMENT IS MADE AND ENTERED INTO this 1st day of August, 2011, between **TROUP COUNTY JAIL AND TROUP CORRECTIONAL INSTITUTE** (hereinafter referred to as "TCJ AND TCI") and **HEALTHCARE CORRECTIONS X-RAY, LLC** (hereinafter referred to as "HCX"), a duly licensed business to provide mobile x-ray and diagnostic services under the laws of the State of Georgia (as used in this agreement, the term of HCX shall refer to the corporate entity and each individual within the corporate entity, unless the contract clearly requires otherwise).

I

- A. TCJ AND TCI is contracted under Health Services Agreements in the State of Georgia to provide health care services to jail and/or prison inmates under the control of the Georgia Department of Corrections (hereinafter referred to as "Facility" or "Facilities") located in the State of Georgia. As part of its responsibilities, TCJ AND TCI is responsible for providing mobile x-ray and diagnostic services.
- B. HCX physicians are licensed in the State of Georgia and are Board certified or Board eligible to provide mobile x-ray and diagnostic services. HCX technicians and employees are appropriately licensed in the State of Georgia and are certified if applicable.
- C. TCJ AND TCI wishes to utilize the mobile x-ray and diagnostic services of HCX and, correspondingly, HCX wishes to provide mobile x-ray and diagnostic services for TCJ AND TCI.
- D. Subject to the responsibilities of TCJ AND TCI as prime contractor under the master Health Services Agreements with jails and prisons in Georgia, HCX shall have sole and exclusive responsibility and authority for providing mobile x-ray and diagnostic services in conformity with all requirements and

specifications set forth in TCJ AND TCI master Health Services Agreements.

II

NOW, THEREFORE, TCJ AND TCI AND HCX DO HEREBY AGREE AS FOLLOWS:

1. **PRINCIPAL TERMS:** TCJ AND TCI hereby engages HCX. HCX hereby accepts engagement by TCJ AND TCI to provide professional mobile x-ray and diagnostic services for the inmates located in the Facilities under the terms and conditions hereinafter set forth:
 - 1.1 **Terms of the Agreement**
 - (a) Commencement Date: AUGUST 1, 2011.
 - (b) This Agreement shall remain in full force and effect for a ONE-year period. Unless notices are properly given a 30 day written notice¹. HCX reserves the right to renegotiate diagnostic rates at the end of each year contract with TCJ AND TCI.
 - (c) Fees for HCX Services: TCJ AND TCI agrees to reimburse HCX at the rates listed in this contract for mobile x-ray and diagnostic services provided under this Agreement.
 - 1.2
 - (a) HCX shall provide mobile diagnostic and x-ray services, at times that are mutually agreeable to HCX and the Facility Health Service Administrator.
 - (b) HCX shall ensure that all diagnostic x-rays are read by a Georgia licensed radiologist. The radiologist shall call the Facility

immediately with any report requiring immediate intervention.

- (c) H CX shall ensure that a written report is forwarded to the Facility within 24 hours of interpretation of the mobile diagnostic and x-ray services.
- 1.3 (a) General and Professional Liability Insurance: H CX and its physicians shall be insured under a general and professional liability insurance policy covering services to be performed under this Agreement which provides a minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, or a higher amount if such is required by State or local law, regulation or medical society practice.

H CX shall have, or shall acquire, such coverage effective on or before the date of commencement of this Agreement. H CX shall be solely responsible for the payment of premiums to maintain said policy of insurance. A copy of the Certificate to substantiate coverage will be available to TCJ AND TCI upon request and after each renewal of such insurance as long as this Agreement remains in effect. H CX shall advise, and the Certificate shall provide, that the carrier will give TCJ AND TCI thirty (30) days written notice prior to any policy reduction, change in coverage, cancellation, or refusal to renew the coverage.

- (b) Workers' Compensation: TCJ AND TCI shall not be responsible for providing workers' compensation coverage to H CX or H CX employees, if any, since H CX is an independent contractor. If such coverage is required by law, H CX shall be responsible for acquiring it.
- (c) Tax Liability: H CX is solely responsible for any tax payments due to federal, state or local authorities as a result of this

Agreement. TCJ AND TCI shall not withhold any taxes from payments made to HCX under this Agreement, nor shall TCJ AND TCI be responsible for providing unemployment insurance coverage for HCX.

1.4 Billing:

HCX shall submit a monthly invoice to TCJ AND TCI at a billing address that will be designated by TCJ AND TCI . An invoice by HCX to TCJ AND TCI will represent services that were provided for inmates at each respective Facility.

Each invoice shall indicate the patient's name, type(s) of service(s) provided, and date of service. Additional information may be included such as identification number and date of birth if provided by the facility.

Inquiries regarding invoices should be directed to the HCX billing office at:

NOTE: NEW MAILING ADDRESS
Healthcare Corrections X-Ray, LLC
P.O. Box 12512
Tallahassee, FL 32317-2512
229-777-9214 – office phone
850-545-2910 cell phone 24 hours/7days a week

TCJ AND TCI agrees to make payment to HCX for all diagnostic services provided at Facilities within 30 days of receipt of the HCX invoice.

- 1.5** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- 1.6** Notices: All notices or other writings required under this Agreement shall be considered as having been provided when sent by U.S. mail, first class, postage-prepaid or by certified mail, to the parties at the following addresses:

TO HCX: Healthcare Corrections X-Ray, LLC

P.O. Box 12512
Tallahassee, FL 32317-2512

**TO TROUP COUNTY JAIL AND TROUP
COUNTY INSTITUTE: NEED ADDRESS**

2. **MCJ PROCEDURES:** HCX agrees to support and adhere to TCJ AND TCI procedures and policies regarding Quality Assurance, Risk Management and Utilization Review. In addition, HCX shall support and adhere to all policies and procedures instituted by Facility in providing services under this Agreement.
3. **PEER REVIEW:** As independent professionals, HCX and its physician's diagnostic and/or medical services are subject to review by an appropriate committee appointed by TCJ AND TCI to review the diagnostic and/or medical services provided by professionals such as HCX.
4. **CREDENTIALING**
 - 4.1. HCX agrees to accept responsibility for credentialing of any of HCX employees or subcontractors.
 - 4.2. HCX shall provide TCJ AND TCI access, upon request, to credentialing files for review. HCX agrees to conduct credentialing activities as required by TCJ AND TCI on a continuous basis.
 - 4.3. TCJ AND TCI reserves the right to approve, modify, suspend, or revoke credentialing activity granted to HCX.
5. **TERMINATION OF THE CONTRACT:**
 - 5.1 TCJ AND TCI and HCX each will have the right to terminate this Agreement without cause at any time upon no less than thirty (30) days written notice. Termination will be effective upon the date stated in the notice.

6. **STATUS:** In performing services under this Agreement, HICX shall be acting as an independent contractor. Under no circumstances, shall HCX or any other person employed by or associated with HCX be treated as or hold themselves out as an employee of TCJ AND TCI. TCJ AND TCI shall exercise no control over the professional practice of medicine by HCX in providing services under this Agreement and TCJ AND TCI shall have no retained right of control, express or implied, over the manner in which HCX performs any services which in any way involve the practice of medicine under this Agreement. HCX is not eligible for and may not participate in any pension, health or other fringe benefit plan offered by TCJ AND TCI to its employees.
7. **HGX'S PERFORMANCE:** HCX shall maintain staffing and personnel necessary to meet obligations under TCJ AND TCI agreement with Facility.
8. **DISPUTE RESOLUTION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be first sent to mediation for possible resolution. If mediation does not result in resolution, the parties agree to submit the dispute(s) to binding arbitration administered by the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

HCX and TCJ AND TCI hereby agree that any mediation and arbitration regarding a dispute, controversy or claim arising under this Agreement shall occur in the State of Georgia.

9. **HOLD HARMLESS AND INDEMNIFICATION:** TCJ AND TCI agrees to indemnify and hold harmless HCX and its agents and employees from any and all claims, damages and lawsuits of any kind whatsoever based upon the health care provided by TCJ AND TCI and any of its staff members.

HCX agrees to indemnify and hold harmless TCJ AND TCI and its agents and employees from any and all claims, damages and lawsuits of any kind whatsoever based upon the acts or omissions of HCX or any of its staff members, employees or agents.

10. **WAIVER OF BREACH OR VIOLATION NOT DEEMED CONTINUING:** 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 thereof.

11. **CONFIDENTIAL INFORMATION:** HCX agrees not to disclose or in any way use, or allow any other person to disclose or use, confidential information of or concerning TCJ AND TCI or the various Facilities either during or after the term of this Agreement without TCJ AND TCI prior express written consent. Confidential information includes, but is not limited to, legal or claim data, financial data, methods of operation, policies and procedures. HCX shall not copy or remove TCJ AND TCI documents for its own use or for the use of others, nor shall HCX make use of or allow or assist any other person or company to make use of any TCJ AND TCI procedure or program, including but not limited to those relating to utilization review or quality improvement, except as authorized under this Agreement. HCX shall not disclose, or allow others to disclose, the terms of this Agreement, except as it is necessary to perform this Agreement or to obtain accounting, legal or tax advice from HCX professional advisors.

HCX will comply with all procedural activities that may be required to achieve compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) rules and regulations as they may apply to prisons and jails. Facility considers itself to be a covered entity within the meaning of HIPAA. As such, Facility requires all contractors and subcontractors that use or disclose Protected Health Information (PHI), as defined by HIPAA, to execute a business associate agreement to ensure that such contractors and subcontractors appropriately safeguard PHI.

12. **NON-SOLICITATION COVENANT:** HCX agrees not to solicit TCJ AND TCI employees for employment by HCX during the term of this Agreement unless prior approval is received in writing by TCJ AND TCI.

13. **SEVERABILITY:** If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or

unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of TCJ AND TCI and the HCX that this Agreement and each of its terms shall be construed, if possible, in a manner which renders such terms legally enforceable.

14. **PARAGRAPH HEADINGS:** The paragraph headings contained in this Agreement are for convenience and description only and shall in no manner be construed as part of this Agreement.
15. **ASSIGNABILITY:** Neither this Agreement or any right, duty or obligation created by this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party.
16. **ENTIRE AGREEMENT:** This Agreement along with the Exhibits listed below, 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 thereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties. This Agreement consists of the contract and documents listed below, attached hereto and, except as modified herein, incorporated by reference. In the event of conflicts or discrepancies among the contract documents, interpretations shall be based on the following priorities:

- a. This Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of that Commencement Date first above written.

Jill Sims

TCJ AND TCI SIGNATURE
(WECARE TLC)

7/27/11

DATE

 CFO

TCJ AND TCI PRINTED NAME
(WECARE TLC)

CFO

TITLE



HCX SIGNATURE

7/28/11

DATE

Lorne Miller

HCX PRINTED NAME

CEO

TITLE