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HEALTH CARE SERVICES AGREEMENT

This Health Care Services Agreement (the "Agreement") dated _____, 2024, is between MADISON COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi ("County") acting by and through its Board of Supervisors, and VITALCORE HEALTH STRATEGIES, LLC, a Kansas limited liability company ("Provider"). County and Provider may be individually referred to as a "Party" and jointly referred to as the "Parties."

The County desires to provide health care services to individuals ("Inmates") in the care, custody, and control of the Sheriff of the County ("Sheriff") incarcerated at the Madison County Detention Center located a 2941 Highway 51, Canton, MS 39046 (the "Facility").

Provider has specialized training, experience, and qualification to provide health care services to Inmates at the Facility in accordance with all applicable local, state, and federal laws and regulations (collectively, "Applicable Law") and the American Medical Association ("AMA"). In addition, through an affiliate, Provider has the capability to provide off-site medical claim administrative services regarding Inmates.

The Parties desire to enter into this Agreement under which Provider will provide (i) health care services as described herein to Inmates at the Facility, and (ii) off-site medical claim administrative services regarding Inmates.

Therefore, the Parties agree as follows:

ARTICLE 1: RETENTION AND SCOPE OF SERVICES

1.1 Engagement of Provider. The County hereby engages Provider to provide the On-Site Services (defined below) at the Facility, and Claim Administration Services (defined below) off-site, and Provider hereby accepts such appointment and agrees to perform On-Site Services at the Facility and Claim Administration Services off-site during the Term (defined below).

1.2 Independent Contractor Status. The Parties acknowledge that Provider is an independent contractor engaged to provide Services at the Facility and Claim Administration Services off-site. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employment relationship, or a joint venture relationship between the Parties.

1.3 Services Beyond the Scope of the Agreement. Both Parties acknowledge there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses outside the scope of the normal operation of correctional facilities and, therefore, outside the contemplated scope of On-Site Services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, explosion, or any other catastrophic event, or an event caused by action or inaction of the County or Sheriff or their employees, agents or contractors, that results in medical care for Inmates, Facility staff, visitors, or contractors. Providers shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County. Notwithstanding the above,

Provider shall be responsible for medical costs associated with such an event only if such an event was caused solely by Provider.

ARTICLE 2: PROVIDER DELIVERABLES

2.1 On-Site Services. Provider shall provide the following services at the Facility, except those identified in Section 2.5 below.

(a) Health Care Services. Provider will deliver the following reasonably necessary health care services commencing upon the booking and commitment of an Inmate to the Facility. The following health care services ("Health Care Services") shall be conducted on-site, at the Facility, using licensed, certified and professionally trained nurses and physicians on a 24-hour-a-day, seven days-a-week basis unless otherwise provided herein.

(i) Primary Care. Provider will provide Inmate admission exams, health assessments, physician sick calls, health screenings, physical assessments, preventative and maintenance care, and nursing care. Physical assessments will be completed as soon as practicable, but in no event longer than 14 days from intake for an adult Inmate, or seven days from intake for a juvenile Inmate, absent extraordinary circumstances.

(ii) Medication. Provider will prescribe, dispense, and administer medications for Inmates in compliance with Applicable Law. Medications will be dispensed under the supervision of duly authorized and appropriately licensed or certified Provider staff member. Provider will document receipt and disbursement of all medications in a manner reasonably acceptable to the County. The County will be responsible for the cost of all medications.

(iii) Medical Supplies and Equipment. Provider will supply medical supplies (e.g., alcohol prep pads, syringes) and equipment (e.g., thermometers, scales, pulse ox tests) required to administer Health Care Services, which have a unit cost of \$500 or less. This does not include office and paper supplies.

(iv) Routine X-ray and Laboratory Services. Provider will arrange and deliver all routine laboratory and x-ray services for Inmates. To the extent any required laboratory or x-ray services cannot be rendered at the Facility, Provider will make appropriate off-site arrangements for same. The County will be responsible for the cost of all off-site services, including transportation.

(b) Education Services. Provider will provide health education services to Inmates (collectively, the "Education Services"); provided, however, any such services beyond a normal Provider-patient setting is subject to written approval by the County.

(c) Emergency Services. Provider will deliver on-site emergency medical care as medically necessary to Inmates ("Emergency Care"). When medically necessary, Provider will arrange emergency ambulance transportation of Inmates, the cost of which will be billed directly to County by the ambulance provider. Otherwise, transportation is controlled by Section 3.6 of this Agreement.

(d) First Aid for Correctional Personnel. Provider shall deliver on-site first-aid medical services to correctional personnel ("Correctional Personnel First Aid"). If an emergency occurs, the County will call appropriate emergency providers. Services provided under this Section 2.1(d) are limited to triage-type evaluation and medical stabilization pending the arrival of emergency medical providers. Provider is not responsible for delivering Health Care Services to Correctional Personnel. Provider shall complete an injury report, in a form suitable to the County, for every event of service rendered under this Section 2.1(d).

(e) Medical Waste. Provider will remove and properly dispose of all medical waste material generated while performing its duties under this Agreement in accordance with Applicable Law

(“Medical Waste Services” and, together with Health Care Services, Education Services, Emergency Care, and Correctional Personnel First Aid, the “On-Site Services”).

2.2 Medical Records.

(a) General. Provider will maintain and retain complete, standardized, and accurate medical records for Inmates in accordance with Applicable Law and County’s policies and procedures communicated in writing to Provider. Provider will supply all medical records, forms, jackets and other materials necessary to maintain the medical records. Such medical records will be kept separately from an Inmate’s confinement record. A complete legible copy of the medical records will be available at all times to County and the Sheriff. Provider will comply with Applicable Law and County policies regarding access by Inmates and Facility staff to medical records. Provider will not release information contained in the medical records except in accordance with County’s policies. Applicable Law or court order, and with timely notification to the County’s legal counsel. All medical records of Inmates are considered property of County, and at the expiration or termination of this Agreement. Provider will deliver all Inmate medical records to the Sheriff. County will allow Provider reasonable continuous access to all medical records after the expiration or termination of this Agreement for the purposes of defending litigation. Provider is not responsible for the condition of medical records taken before the beginning of the Term.

(b) Electronic Medical Records System. Provider shall implement an electronic medical records (EMR) system and shall be responsible for all costs associated with its installation, operation, and upkeep for the term of this agreement, including any extension. County shall make available to Provider its network and internal access to operate the EMR. Provider will begin implementation as soon as practical. Upon termination of this Agreement, Provider shall provide County with a data file including all electronic medical records in its possession.

2.3 Claim Administration Services. Provider will provide the following off-site administrative services concerning Inmate-related medical claims (“Claim Administration Services”) that are not within the scope of On-Site Services:

(a) Pre-certification and case management through a licensed third-party administrator;

(b) Eligibility and verification (Inmate eligibility will be verified with County personnel at the time a claim is received and/or at the time of pre-certification; ID cards will be issued to Sheriff personnel to present to hospital at time of inmate admission; Inmates can be separated into groups (ie: County, City, etc.) if other entities need to be billed for cost of Inmates);

(c) Claims adjudication and payment (this will be designed to fit the County’s needs (ie: weekly, monthly, etc.); detailed report will be issued to the County to verify inmate eligibility prior to issuing funding request; flexibility to issue checks directly out of a County bank account or use a Provider bank account; County will receive funding requests and it will either fund the funding account or issue check to Provider for amount of the funding request; and checks will be mailed within 24 hours of funding; and

(d) Reporting (customized reporting will be provided to County detailing: provider utilization, billed charges, savings realized and any other data that would be helpful to the County; the cost can be broken down by Inmate classification (County, City, etc.)).

2.4 Reports to County. Provider shall deliver to County, on dates and in forms mutually acceptable to Provider and County, reports relating to On-Site Services rendered as requested.

2.5 Meetings. The Medical Director (defined below) will meet quarterly with the Sheriff and Facility command staff, as requested. Such quarterly meetings will include reviewing quality assurance reports, expenses of Provider and County and any other matters related to this Agreement.

2.6 Services Not Included in Provider Deliverables. Both Parties acknowledge there will be medically related services in addition to the On-Site Services that incur costs. Provider is not responsible for costs of any medical or other services not specifically enumerated in Section 2.1. If medical services in addition to On-Site Services (collectively, "Additional Services") are required in the medical judgement of a physician or other authorized personnel provided by Provider, the cost of Additional Services is not included in the Base Compensation (defined below) and will be borne by and billed directly to the County. The following services are not included in On-Site Services:

(a) Specialty Services. Provider is not responsible for the provision or costs of any Specialty Services. "Specialty Services" include medical services requiring physicians to be licensed in a specialty such as obstetrics, gynecology, dermatology, or any other specialized field of medicine. Provider will identify Inmates requiring Specialty Services and notify the County promptly. Provider will use reasonable best efforts to provide the County access to a physician specialty network through which the County may obtain a reduction in the standard fees of the covered specialists.

(b) Elective Medical Care. "Elective Medical Care" is medical care which if not provided, would not, in the opinion of Provider's Medical Director, cause the Inmate's health to materially deteriorate or cause material harm to the Inmate's wellbeing. Provider is not responsible for the delivery or cost of any Elective Medical Care to Inmates. Decisions of Provider concerning Elective Medical Care shall be consistent with applicable AMA standards. If an Inmate requires Elective Medical Care, the County (or, if applicable, the Inmate) shall be responsible for all costs and the County will indemnify Provider from same.

(c) Injuries Incurred Prior to Incarceration. Provider is not responsible for the cost of providing On-Site Services to any Inmate prior to formal booking and commitment to the Facility. Provider is not responsible for the cost of On-Site Services necessary to medically stabilize any arrested person 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 Facility, Provider shall commence at that point, be financially responsible for the cost of On-Site Services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to incarceration at the Facility. An Inmate will be considered medically stabilized when the Inmate's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the Inmate may reasonably be housed inside the Facility in a normal fashion.

(d) Infants Born to Inmates. Provider is not responsible for On-Site Services or costs regarding medical care for any infants born to Inmates. Provider will provide On-Site Services to pregnant Inmates up to, through, and after the birth process, but any medical care provided to an infant following birth, other than those services that may be delivered in the Facility prior to transport to a hospital, are not Provider's responsibility, financial or otherwise. Provider is not required to perform or furnish abortions of any kind is not responsible for any costs of same.

(e) Inmates Outside the Facility. Health Care Services are intended only for Inmates in actual physical custody of the Facility. Provider is not responsible for, financially or otherwise, for furnishing On-Site Services to Inmates on any sort of temporary release, including, but not limited to, Inmates on escape status, and Inmates on pass, parole or supervised custody who do not sleep in the Facility at night, and such Inmates are not included in the population count. Inmates in the physical custody of other police or other penal jurisdictions at the request of County are likewise excluded from the population county and Provider is not responsible for the delivery or cost of On-Site Services to such

Inmates. Once an inmate has been recommitted to the Facility, Provider is responsible for providing On-Site Services for such Inmate, regardless of whether the condition or injury requiring such services occurred during the temporary release.

(f) Inmates on Work Release. Notwithstanding any other provisions of this Agreement to the contrary: (i) Inmates assigned to non-County-supervised work release are personally responsible for all costs of any medical services performed by providers other than Provider, when the illness or injury is caused by or results directly or indirectly from the work being performed, or when such illness or injury is treated while the Inmate is on work release; and (ii) Provider is responsible for any Inmate who, while incarcerated, is assigned to perform work for the County or one of its agencies, whether inside or outside of the Facility, on the same terms as it would be responsible for any Inmate physically housed in the Facility.

(g) Inmates from Other Jurisdictions. Detainees from other counties, state, or federal agencies may be housed at the Facility. Such detainees are referred to as "Out of County Inmates." Provider is responsible for delivering On-Site Services (which are in addition to the Base Compensation) shall be paid by the agency responsible for the Out of County Inmates at the Per Diem rate provided for in Section 4.2.

ARTICLE 3: COUNTY DELIVERABLES

3.1 Clinic and Office Space. The County will furnish to Provider at the Facility reasonable and adequate medical clinic and office space and facilities, local and long-distance telephone service, internet data service, and all utilities for such space and facilities. The County will provide necessary maintenance, repairs and housekeeping for such space and facilities.

3.2 Delivery of Possession. At the beginning of the Term (defined below) the County will deliver to Provider, possession and control of the office and medical space and facilities as well as all County medical and office equipment and supplies in place at the Facility. The Parties will jointly inventory all medical and office equipment and supplies present at that time. At the termination of this or any subsequent Agreement. Provider will return to County's possession and control all medical and office equipment and supplies, in working order, reasonable wear and tear excepted, which were in place at the Facility prior to the commencement of this Agreement, as documented in the joint inventory.

3.3 Office Equipment. The County will furnish Provider with reasonable and adequate office equipment and office supplies such as copier, fax, computers and telephone equipment and service as required for the administrative operations of the medical unit. The County will provide necessary maintenance, repairs, and supplies for such office equipment, Inventory, and Supplies.

3.4 Medical Supplies, Instruments and Equipment Over \$500. If medical supplies, instruments, and equipment in excess of \$500 per unit cost are required to deliver On-Site Services, County shall bear the cost of such medical supplies, instruments, and equipment. All loss, maintenance, and repair of equipment and instruments shall be the expense of Provider, unless the loss or need for maintenance or repair resulted from the negligent or intentional acts of a County employee, agent or Inmate. At the end of the Term, or upon termination, County shall be entitled to purchase Provider's equipment and instruments at the Facility at its cost subject to a mutually agreed depreciation schedule.

3.5 Transportation Services. County shall be responsible for the cost of all emergent and non-emergent transportation services. Except as described in Section 2.1(c) above, to the extent any Inmate

requires off-site health care treatment, upon prior request by Provider, County shall schedule and provide the necessary transportation.

3.6 Security. Adequate security services are essential and necessary for the safety of Provider's employees, agents, and/or subcontractors as well as for the security of Inmates and the County's staff, consistent with the correctional setting. County shall provide security sufficient to enable Provider, its employees, agents and/or subcontractors to safely provide On-Site Services. The security and safety of Provider's employees, agents, and/or subcontractors is a condition to Provider's obligation to deliver On-Site Services in a routine, timely, and proper fashion. County shall provide prompt and timely security necessary and appropriate for transportation of any Inmate between the Facility and any other location, and at any other location.

3.7 Inmate Medical Records and Information. Subject to Applicable Law, County will provide Provider with medical records and information pertaining to Inmates that Provider and County mutually identify as reasonably necessary for Provider to adequately perform its obligations hereunder.

3.8 Staff Screening. County shall screen Provider's proposed staff to ensure they will not constitute a security risk. County will have final approval of Provider's employees regarding security/background clearance.

3.9 Non-Medical Care of Inmates. County shall provide for all other personal needs (non-medical) of Inmates while in the Facility including, but not limited to: daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE 4: COMPENSATION

4.1 Base Compensation. County shall pay to Provider the annual base price of \$1,393,152.70 in equal monthly installments of \$116,096.06 ("Base Compensation") during the first year of this Agreement for On-Site Services and Claim Administration Services. Provider will bill County 30 days prior to the month in which services are to be rendered. County shall pay Provider on the first day of each month. If this Agreement commences or terminates on a date other than the first or last day of any calendar month, compensation to Provider will be pro-rated accordingly for the shortened month. Base Compensation for each succeeding 12-month period (after the first 12-month Term of this Agreement) shall increase by 3%.

(a) **Changes in Inmate Population.** Base Compensation is calculated based upon an average daily Inmate population per month of 500 ("Base Population"). If the monthly average daily population is greater than 500, then, in addition to the Base Compensation, County will pay Provider for that month a per diem rate of \$5.00 per day ("Per Diem") per Inmate above the Base Population. On a monthly basis, per the County's Average Daily Population Report, Provider will work with the County to reconcile any Per Diem adjustments. Provider shall make Per Diem adjustments to the County's invoice retroactively. If the monthly average daily Inmate population exceeds 550 for a consecutive three-month period, Provider and County will negotiate in good faith additional compensation for Provider.

ARTICLE 5: PERSONNEL

5.1 Staffing. Provider will provide medical, technical, and support personnel reasonably necessary for the rendering on On-Site Services. Such personnel will include the following:

(a) Medical Director. Provider's Medical Director ("Medical Director") will be telephonically available at all times to the administrative staff contacts at County and the Facility. The Medical Director's home and cellular telephone numbers will be provided.

(b) Physician/Nurse Practitioner. A licensed physician or a licensed nurse practitioner working in consultation with and under the supervision of a licensed physician will visit the Facility at least once a week for such time period as is necessary to see all Inmates in need of physician/nurse practitioner care. When a physician/nurse practitioner is not at the Facility, one will be available on call.

(c) Licensed Practical Nurse. Approximately 208 hours Licensed Practical Nurse ("LPN") per week.

(d) Registered Nurse/Site Administrator. 16 hours Registered Nurse coverage (Site Administrator) per week (will supervise the Facility).

(e) Registered Nurse/Director of Nursing. 40 hours Registered Nurse (Director of Nursing) per week, will supervise Licensed Practical Nurses.

(f) Registered Nurse. 40 hours coverage per week.

(g) Mental Health Professional. The Provider shall employ two licensed behavioral health professionals. One professional shall be employed on a part-time basis, and the other professional shall be employed on a full-time basis.

5.2 Licensure, Certification and Registration of Personnel. Provider's personnel rendering On-Site Services will be appropriately licensed, certified, or registered. Provider will obtain credentials for and maintain copies of all continuing medical education and licensure requirements for its personnel. At a minimum, Provider's personnel will:

- Comply with Affordable Care Act (ACA), and the National Commission on Correctional Health Care (NCCHC) guideline;
- Be licensed, certified, or registered in their respective areas of expertise as required by Applicable Law; and
- Obtain required Occupational Safety Health Administration (OSHA), Health Insurance Portability and Accountability Act (HIPAA) and Blood Borne Pathogen training, certifications or licenses.

5.3 Satisfaction with Personnel. If County becomes dissatisfied with any personnel provided by Provider and provides written notice to Provider of reasonable grounds for such dissatisfaction, due to the nature of correctional services Provider will use reasonable best efforts to resolve the issue of concern. If not resolved satisfactorily to County, Provider will remove the individual in question. Should such become necessary, Provider will be allowed reasonable advance time to find an acceptable replacement.

5.4 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by Provider or County in rendering On-Site Services.

5.5 Subcontracting; Delegation. To render On-Site Services Provider is permitted to engage certain health care professionals as independent contractors rather than employees. County hereby consents to such subcontracting and delegation. Provider will not exercise control over the manner or means by which these independent contractors perform their professional medical duties; provided, however, Provider will exercise such administrative supervision as is necessary to ensure compliance with this Agreement. For each person performing duties related to Health Care Services as independent contractors of Provider, Provider will furnish County as and when requested proof of professional liability or medical malpractice insurance coverage of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Provider is also permitted to subcontract the provision

of Claim Administration Services to one or more qualified independent contractors and County hereby consents to such subcontracting and delegation.

ARTICLE 6: RECORDS AND INFORMATION

6.1 Provider's Records and Information. Provider will provide to County, at County's request, records, documents and other papers relating to direct delivery of On-Site Services to Inmates. County agrees that Provider's written operating policies, procedures and information are proprietary in nature and will remain the property of Provider and shall not be disclosed, used, distributed, copied or otherwise utilized by County or its contractors without prior written consent of Provider except as necessary to deliver On-Site Services under this Agreement, or as permitted or required by Applicable Law. Provider agrees to provide County, upon County's reasonable request, with contact information for Provider's employees or independent contractors currently or formerly employed who have provided On-site services under this Agreement.

6.2 County's Records and Information. During the Term and for a reasonable period thereafter, County will provide to Provider, at Provider's request, County's records relating to provision of On-Site Services as reasonably requested by Provider or as are pertinent to the investigation or defense of any claim related to Provider's conduct. Consistent with Applicable Law, at Provider's request County will make available to Provider Inmate medical records maintained by County, hospitals and other outside health care providers involved in the care or treatment of Inmates (to the extent County has any access or control over such records). Any such information provided by County to Provider that County considers and designates as confidential shall be kept confidential by Provider and shall not, except as may be required by Applicable Law or court order, be released to any third party without the prior written approval of County.

ARTICLE 7: TERM AND TERMINATION

7.1 Term; Notice of Non-Renewal. The term of this Agreement shall commence at 12:00 a.m. on October 1, 2024, and end at 12:00 a.m. on September 30, 2025 (the "Term"). The Parties may negotiate additional successive one-year renewals of this Agreement, without limitation, but subject to successive approvals of the Madison County Board of Supervisors. Should either Party desire not to enter into negotiations for a term successive to that then in force, that Party shall give the other Party no less than sixty (60) days' notice prior to the end of that term, in the method and manner provided in Sec. 8.4 Notices, infra.

7.2 Termination. This Agreement may be terminated prior to the expiration of the Term as follows:

- (a) By Agreement. This Agreement may be terminated on the terms and date as mutually agreed in writing by the parties.
- (b) Termination by Cancellation. This Agreement may be terminated without cause by either Party upon 60 days' prior written notice to the other Party.
- (c) Termination Upon Material Breach. Either Party may terminate this Agreement upon written notice if, within 10 days after delivery of a notice of material breach, the breaching Party has not cured the material breach to the reasonable satisfaction of the non-breaching Party.

7.3 Transition. Prior to any expiration or termination of this Agreement, the Parties will negotiate and implement an orderly transition process. As to Claim Administration Services, upon any termination of this Agreement all pending unpaid Inmate medical claims, up to and including the termination date, will be returned to County and Provider's responsibilities regarding such returned claims shall cease upon the date of termination.

7.4 Responsibility for Inmate Health Care. Upon expiration or termination of this Agreement, all responsibility for providing On-Site Services will immediately transfer from Provider to County.

ARTICLE 8: MISCELLANEOUS

8.1 Insurance.

(a) At all times during the Term, Provider shall maintain, at a minimum:

(i) professional liability insurance covering Provider, its employees and its officers in the minimum amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate;

(ii) Commercial general liability insurance covering Provider, its representatives, employees, officers, agents, and subcontractors for its On-Site Services in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate; and

(iii) Workers' compensation insurance for all of its employees providing services under the Agreement with limits of not less than those required by statute.

(b) The County, its officials, officers, and employees shall be listed as additional insureds on the certificate of insurance regarding coverages in Sections 8.1(a)(i) and (ii) above.

(c) The above Provider insurance coverage shall be primary with respect to any insurance or self-insured retention programs covering County, its officials, officers, and employees. If Provider's coverage changes, Provider will notify County in writing. Provider will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the above limits. Upon written request, Provider will provide a Certificate of Insurance evidencing the above policy coverage levels.

8.2 Indemnification.

(a) Effective as of the commencement of the Term, Provider agrees to indemnify, defend, and hold harmless County and its elected officials, officers, agents, and employees from all claims, complaints, costs (including attorney fees and litigation expenses), actions, lawsuits, damages, judgements, and/or liabilities suffered or incurred by the Provider or Provider's officers, agents and/or employees (collectively, "Provider Personnel"), resulting in any way from the intentional or willful act, negligence, inadvertence, error, or omission of Provider or Provider Personnel or their failure to carry out their responsibilities as described in the Agreement, including those imposed by state and federal law and such obligation shall apply even in the event of the concurrent negligence, active or passive, of any or all indemnitees. County shall promptly notify Provider of any incident, claim, or lawsuit of which County becomes aware and shall fully cooperate in the defense of such claim, but Provider shall retain sole control of the defense while the action is pending, to the extent allowed by law. Provider shall acknowledge and accept any proper request for indemnification hereunder no later than fifteen

(15) days after the receipt of a proper request for indemnification from the County and Provider shall send the County written acceptance of the request for the indemnification along with any claim number and information regarding retained counsel.

(b) Notwithstanding the foregoing, effective as of the commencement of the Term, County does hereby agree to indemnify, defend, and hold harmless Provider and Provider Personnel from claims, actions, lawsuits, damages, judgements or liabilities of any kind whatsoever arising out of the negligence of County and its elected officials, officers, agents, and employees, or such parties' failure to carry out their responsibilities as described in the Agreement, including those imposed by state and federal law.

8.3 Lawsuits Against County. In the event that any lawsuit is filed against the County, its elected officials, employees, and agents based on or containing any allegations concerning Provider's medical care of Inmates and the performance of Provider's employees, agents, subcontractors or assignees under this Agreement, Provider, and its relevant 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 judgements rendered against them in a court of law (except as otherwise provided in Section 8.2 above). Nothing herein shall prohibit any of the Parties from joining any other Party or their relevant elected officials, employees, agents, subcontractors, assignees or independent contractors hereto as defendants in lawsuits filed by third parties.

8.4 Notices.

(a) Requirement of a Writing: Permitted Methods of Delivery. Each Party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Agreement shall (a) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative; and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing; (A) personal delivery; (B) Registered or Certified Mail, in each case, return receipt requested and postage prepaid; (C) nationally recognized overnight courier, with all fees prepaid; (D) facsimile; or (E) e-mail.

(b) Addressees and Addresses. Each Party giving Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed below or to another Addressee or at another address designated by a party in a Notice Pursuant to this Section.

County: Madison County Board of Supervisors
125 West North Street
Canton, MS 39046 (street)
PO Box 608
Canton, MS 39046 (mail)
Attn: President
Facsimile:
Email:

With a copy to: Mike Espy, Esq
4450 Old Canton Rd
Jackson, MS 39211
Phone: (601) 613-1617
Email: mikeespy@madison-co.com

Provider: VitalCore Health Strategies, LLC
719 SW Van Buren St, Ste 100
Topeka, KS 66603
Attn: Viola Rigglin, CEO
Facsimile: (785) 408-5617
Email: vriggin@vitalcorehs.com

With a copy to: Linden G. Appel, Esq., Chief Legal Counsel
719 SW Van Buren St, Ste 100
Topeka, KS 66603 (mail)
Facsimile: (785) 408-5617
Email: lappel@vitalcorehs.com

(c) **Effectiveness of a Notice.** Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving or making the Notice has complied with subsections (a) and (b) and if the Addressee has received the Notice. A Notice is deemed to have been received as follows:

(i) If a Notice is delivered in person, or sent by Registered or Certified Mail, or nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

(ii) If a Notice is sent by Facsimile, upon receipt by the party giving the Notice of an acknowledgement or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee's facsimile number

(iii) If a Notice is sent by e-mail upon acknowledged receipt by recipient or recipient's email system.

(iv) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal or inability to deliver.

(v) Despite the other clauses of this subsection (c) if any Notice is received after 5:00 pm on a business day where the addressee is located, or on a day that is not a business day where the addressee is located, then the Notice is deemed received at 9:00 am on the next business day where the addressee is located.

8.5 Choice of Law. The Laws of the State of Mississippi (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

8.6 Designation of Forum. Any Party bringing a Legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Southern District of Mississippi or in any court of the State of Mississippi sitting in Madison County, Mississippi.

8.7 Mediation. The Parties shall first try in good faith to settle by non-binding mediation any dispute arising out of or relating to this Agreement or its breach. The Mediation is to be conducted and/or administered by a mediation service or mediator to be mutually selected by the Parties. If the mediation is unsuccessful, the parties may then resort to litigation or another dispute resolution procedure.

8.8 Entire Agreement; Prior Agreements. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' Agreement on the matter

contained in this Agreement. With the exception of Sec. 4 of the Novation to Service Agreement between the Parties, (and including as well the former Mississippi Correctional Services, LLC) dated September 30, 2019, and the entirety of the First Amendment to Novation to Service Agreement between the Parties, (and including as well the former Mississippi Correctional Services, LLC) dated October 1, 2019, all prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

8.9 Amendments. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

8.10 Waivers. The Parties may waive this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future or against any other person.

8.11 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

8.12 Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the signatories.

8.13 Liaison. The Sheriff, or his designee, shall serve as the liaison for the County with Provider with respect to the provisions of this Agreement and all aspects of the delivery of On-Site Services.

8.14 Time of the Essence; Force Majeure. Time is and shall be of the essence for this Agreement. Neither Party shall be deemed in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods or catastrophic failure of public transportation.

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

8.16 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.

8.17 Non-Assignment. Except as provided in Section 5.5. No Party may assign any of its rights under this Agreement, without the prior written consent of the other Party. Any purported assignment of rights in violation of this Section is void.

8.18 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Parties. In proving this Agreement, a Party must produce or account only for the executed counterpart of the party to be charged.

[Signature pages follow]

By signing below, the parties hereby acknowledge that they have read, understood, and agreed to the terms and conditions set forth in this Agreement, and the Parties have executed this Agreement in their official capacities with legal authority to do so.

MADISON COUNTY, MISSISSIPPI, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS

By: _____

Name: _____

Title: _____

ATTEST: _____

Name: _____

Title _____

SHERIFF'S CONSENT

The undersigned duly elected Sheriff of Madison County, Mississippi, as custodian of the Facility referred to in the above Health Care Services Agreement, does hereby acknowledge and consent to such agreement.

Name: _____

Sheriff of Madison County, Mississippi

[Signature page to Health Care Services Agreement]

VITALCORE HEALTH STRATEGIES, LLC

By: _____

Name: Viola Riggin

Title: Chief Executive Officer

[Signature page to Health Care Services Agreement]