

AGREEMENT BETWEEN AUGUSTA, GEORGIA

AND

VITALCORE HEALTH STRATEGIES, LLC

FOR

INMATE MEDICAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") for Inmate Medical Services for the Richmond County Sheriff's Office at Richmond County Jail and Richmond County Correction Institution is made and entered into by and between VitalCore Health Strategies, LLC, hereinafter referred to as "CONTRACTOR," and Augusta, Georgia, hereinafter referred to as "AUGUSTA," a consolidated government and political subdivision of the State of Georgia, by and through its Board of Commissioners, collectively referred to herein as "the Parties."

WHEREAS, AUGUSTA wishes to obtain professional services from qualified individuals and/or firms experienced in the delivery of inmate medical services; and,

WHEREAS, CONTRACTOR is a recognized vendor of these services and desires to provide them to Augusta; and,

WHEREAS, AUGUSTA issued a Request for Proposal for the acquisition of these services; and,

WHEREAS, CONTRACTOR responded to AUGUSTA'S RFP # 23-200 and has represented to Augusta that it is experienced and qualified to provide the services contained therein; and,

WHEREAS, AUGUSTA has relied on such representation and determined that the best interest of the County will be served by awarding the contract to CONTRACTOR.

NOW THEREFORE, in consideration of the foregoing, the provisions contained herein, and the mutual benefits derived therefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONTRACTOR and AUGUSTA agree as follows:

CONTRACT DOCUMENTS

The contract between AUGUSTA and CONTRACTOR consists of-

1. RFP for Inmate Healthcare Services, (Exhibit A) and any amendments and/or addenda thereto. Said Exhibit A is hereby incorporated and made a part of this Agreement; and
2. CONTRACTOR'S entire proposal submitted on or about July 10, 2023, in response to the RFP, and amendments, addenda, modifications and/or clarifications thereto (Exhibit B). Said Exhibit B is hereby incorporated and made a part of this Agreement; and

3. This Agreement.

CONFLICTS AND PRECEDENCE

The Contract Documents are complimentary and what is called for one, is as binding as if called for by all. In the event there are any conflicting provisions, the Contract Documents shall take precedence in the following order:

Agreement (including Attachments/Exhibits)

Amendments to the Agreement

RFP #23-200

CONTRACTOR'S Response to RFP #23-200

TERM

The term of this Agreement shall be three (3) years with the option to extend for two (2) additional one-year (1) terms, and shall begin on January 1, 2024, and shall terminate December 31, 2026. This agreement shall: (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31 at 11:59 pm, as required by O.C.G.A. §36-60-13, as amended, unless sooner terminated in accordance with the termination provisions of this agreement; (ii) automatically renew each January 1 at 12:00 am, unless terminated in accordance with the termination provisions of this agreement; and (iii) terminate absolutely, with no further renewals, five (5) years from the Commencement Date.

If the CONTRACTOR materially breaches this Agreement and/or its incorporated documents and has failed to cure the defect upon thirty (30) days' notice, Augusta may terminate this Agreement upon ninety (90) days' written notice.

If AUGUSTA materially breaches this Agreement and/or its incorporated documents and has failed to cure the defect upon thirty (30) days' notice, CONTRACTOR may terminate this Agreement UPON ninety (90) days' written notice.

The Agreement may be terminated for convenience at any time during its term or any renewal thereof, by providing sixty (60) days written notice to the other party prior to the proposed date of termination.

It is understood and agreed that this Agreement shall be subject to annual appropriations by AUGUSTA. If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, AUGUSTA may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days written notice to CONTRACTOR.

PAYMENT

Payments shall be based on CONTRACTOR's Best and Final Cost Proposal, contained in CONTRACTOR's Proposal (Exhibit B), as follows:

	Richmond County Jail	Richmond County Correction Institution
Year One	\$6,673,470.96	\$419,470.88
Year Two	\$6,562,775.09	\$432,055.01
Year Three	\$6,728,908.34	\$443,935.16
	Optional Years	Optional Years
Year Four	\$6,900,025.59	\$457,253.21
Year Five	\$7,076,276.36	\$470,970.81

Out of Facility Care services for both facilities are subject to an annual aggregate cap of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00). Any costs exceeding the cap are the responsibility of AUGUSTA. If actual costs do not exceed the capped amount in any contract year, CONTRACTOR shall refund the entire amount of any remaining differential in this category to AUGUSTA at the end of each contract year.

Pharmaceutical costs for both facilities are subject to an annual aggregate cap of Five Hundred Fifty Thousand Dollars (\$550,000.00). Any costs exceeding the cap are the responsibility of AUGUSTA. If actual costs do not exceed the capped amount in any contract year, CONTRACTOR shall refund the entire amount of any remaining differential in this category to AUGUSTA at the end of each contract year.

Payments to CONTRACTOR shall be made monthly, pursuant to a billing statement submitted by CONTRACTOR. Monthly invoices from CONTRACTOR shall be submitted to AUGUSTA on or before the fifth day of each month of the subsequent month of service. The County payment terms will be thirty (30) days from receipt of invoice.

The terms of this Agreement supersede all provisions of the Georgia Prompt Pay Act.

DEFENSE and INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless AUGUSTA, its officers, agents, and employees from, and against, all claims, damages, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney fees arising out of or in connection with its operations under this Agreement.

This clause shall survive termination and shall not be subject to the statute of limitations underlying the alleged act or omission if the putative plaintiff is not subject to such statute, although this provision inures only to the parties and their officers, agents, and employees, does

not create a third-party beneficiary Agreement, and may not be asserted by anyone other than the parties.

CERTIFICATION

The CONTRACTOR represents and warrants that all medical professionals used in the performance of this Agreement shall be appropriately credentialed and, if necessary, licensed and in good standing with the State of Georgia.

INSURANCE

CONTRACTOR shall provide AUGUSTA proof of professional liability insurance, to include workers' compensation, general liability and medical malpractice coverage for its health care staff, employees, agents, and subcontractors for the term services provided under this agreement. General liability insurance will be in the amount of \$2 million per occurrence and \$4 million in the aggregate. Medical malpractice insurance limit will be \$3 million per occurrence and \$5 million in the aggregate. Workman's compensation insurance will be limited to \$1 million per accident/employee. CONTRACTOR shall promptly notify AUGUSTA, in writing, of cancellation of any insurance coverage.

GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, notwithstanding any contrary result under the rules governing conflicts of laws. All claims, disputes, and other matters in question between the Parties, arising out of or relating to this Agreement, or breach thereof, shall be decided in the Superior Court of Richmond County, Georgia or the United States District Court for the Southern District of Georgia, Augusta Division. By executing this agreement, CONTRACTOR specifically consents to the jurisdiction and venue as specified and waives any right to contest same.

INDEPENDENT CONTRACTOR STATUS

It is mutually understood and agreed, and it is the intent of the parties hereto that an independent CONTRACTOR relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer--employee relationship, a joint venture relationship, or any other relationship allowing AUGUSTA to exercise control or direction over the manner or methods by which CONTRACTOR, its employees, agents, or subcontractors perform hereunder, or CONTRACTOR to exercise control or direction over the manner or methods by which AUGUSTA, its employees, officers, agents, or subcontractors perform hereunder, other than as provided in this Agreement.

SUBCONTRACTING

In the performance of its duties related to this Agreement, it is understood that CONTRACTOR is not licensed, or otherwise authorized, to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements, CONTRACTOR may hire physicians and other clinicians as employees or engage physicians or other clinicians as independent contractors ("Contract Professionals") rather than employees, to supply the clinical services required under this Agreement. CONTRACTOR shall engage contract employees and professionals that meet the applicable professional licensing requirements, and CONTRACTOR shall exercise administrative supervision over such employees and contract professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract professionals and employees shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CONTRACTOR may subcontract for specialized services such as pharmacy, medical waste, medical supplies, and other services or supplies which it is required to provide under this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance and administration of this Agreement, CONTRACTOR shall comply with all federal and state non-discrimination laws, regulations, and policies. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CONTRACTOR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants and to prospective job applicants.

OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES

The parties acknowledge that CONTRACTOR is neither bound by nor aware of any other existing contracts to which Augusta is a party and which relate to the provision of health care to inmates/detainees at the facility. 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 this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

FORCE MAJEURE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State, or Federal governments or because of riots, war, terrorism, explosions, acts of

civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, Acts of God, epidemics, pandemics, or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

NO ASSIGNMENT, NO AMENDMENT, NO WAIVER

This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law, or otherwise, by either Party, without the prior written consent of the other party, and (ii) may not be amended or modified by course of conduct or otherwise, except in writing, duly executed by each party. Any unauthorized assignment, amendment, transfer or modification shall be null and void and of no force or effect.

NOTICES

Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class, certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt, if sent by facsimile to the fax number of the party listed below:

For CONTRACTOR:

Viola Riffin, CEO
VitalCore Health Strategies, LLC
719 SW Van Buren, Suite 100
Topeka, Kansas 66603
FAX: (785) 408-5617

For AUGUSTA:

Augusta, GA Administrator
Administrator's Office
535 Telfair Street, Suite 910
Augusta, GA 30901
Fax: (706) 821-2819

Such address may be changed from time to time by either party by providing written notice as provided above.

SURVIVAL

The provisions concerning and pertaining to termination, insurance, and indemnification will survive any termination or expiration of the Agreement.

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

TITLES OF PARAGRAPHS

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

SEVERABILITY

If any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION

This Agreement, along with the contract documents specified above, constitute 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. This Agreement may be amended at any time, but only with the written consent of both parties.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same,

VITAL CORE HEALTH STRATEGIES, LLC

By: Viola Riggin
Viola Riggin
Chief Executive Officer

AUGUSTA, GEORGIA

By: Garnett Johnson
Garnett Johnson
as its Mayor

Date: 9/18/2023

Date: 10/3/2023

Attest:

Lena Bonner
Lena Bonner
Clerk of Commission

Exhibit A – RFP # 23-200 Inmate Medical Services, Attachments, and Addenda

Exhibit B – VitalCore’s Proposal Response to RFP #23-200, Presentation, and BAFO