

**PATIENT/RESIDENT HEALTH CARE SERVICES
MECKLENBURG COUNTY DETENTION CENTER, CHARLOTTE, NORTH CAROLINA
MECKLENBURG COUNTY SHERIFF'S OFFICE
AND
VITALCORE HEALTH STRATEGIES, LLC**

This Agreement for Patient/Resident Health Care Services (hereinafter, the "Agreement") is entered into by and between **The Mecklenburg County Sheriff's Office**, with its principal place of business at 700 East Fourth Street, Suite 100, Charlotte, NC 28202 ("**MCSO**"); and **VitalCore Health Strategies, LLC** (hereinafter, "**VitalCore**"), a Kansas Limited Liability Company with its principal place of business at 719 SW Van Buren Suite 100, Topeka, KS 66603. Hereafter, MCSO and VitalCore may from time to time singularly be referred to as a "Party" and collectively be referred to as the "Parties".

RECITALS

WHEREAS MCSO is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Mecklenburg County Detention Center Central (MCDCC) located at 801 East Fourth Street, Charlotte, NC 28202, and

WHEREAS the objective of MCSO is to provide for the delivery of quality health care services in accordance with applicable law to all individuals held or in any way detained (even temporarily) within the MCDCC, or who are processed through appropriate steps to be housed within the MCDCC. The MCDCC includes, without limitation, the Arrest Processing area of the MCDCC ("Arrest Processing"). Hereinafter, for purposes of VitalCore's health care responsibilities pursuant to this Agreement, any individuals brought into and detained in the Arrest Processing area for processing, for any reason, including without limitation for an actual arrest and/or subsequent incarceration in the MCDCC, or if the individual needs to be processed through certain appropriate steps for MCDCC accountability purposes, including individuals who are in the process of being transported from one location to another and need to overnight in a secure detention facility, or who have been transferred from another jurisdiction and are processed for temporary housing within the MCDCC for local trial or other purposes. These individuals include Other Local/ State/Federal Inmates/Detainees (defined below). In summary, regardless of the reason individuals are brought to Arrest Processing, and regardless of the location from which such individuals have come, any individuals who are processed in any manner in Arrest Processing and/or receive a housing assignment within the MCDCC, for purposes of this Agreement, may hereafter individually be referred to from time to time as a "Resident", or collectively as "Residents", or the "MCDCC Population"; and all such individuals shall also be deemed "Covered Persons", as defined below; and

WHEREAS VitalCore is in the business of administering detention health care services and desires to provide and administer such services on behalf of the MCSO to the MCDCC Center Population and otherwise under the terms and conditions hereof.

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

DEFINITIONS:

ACA. American Correctional Association.

Covered Persons. Any Residents, while such persons are located within the MCDCC Population, unless specifically otherwise excluded in this Agreement, are Covered Persons for purposes of VitalCore's responsibilities to provide health care services as set forth herein. In addition, certain other individuals may be Covered Persons for limited purposes, as more fully set forth herein.

Fit for Confinement. An authorized VitalCore physician or other authorized Health Care Staff may determine that a MCDCC Arrestee/Resident is 1) medically stable and cleared for either acceptance into the MCDCC for further processing and/or housing, or 2) medically cleared to remain in the MCDCC under the medical care of VitalCore. Such determination by VitalCore shall only be made after resolution of any injury, illness or condition requiring immediate transportation by the arresting agency or other agency transporting the individual to the MCDCC, to and treatment of such person at a hospital or similar facility.

Health Care Staff. All MCDCC medical, dental, mental health and support staff or any other assistance personnel provided or administered by VitalCore, whether employed by VitalCore, contracted, or subcontracted by VitalCore, or permitted by VitalCore to be subcontracted by a VitalCore authorized contractor, whether on a full or part-time basis. VitalCore is responsible for the performance of all of the above persons and entities.

HIPAA. The Health Insurance Portability and Accountability Act of 1996 and any subsequent amendments or additions thereto. VitalCore agrees that some or all of the activities within the scope of this Agreement are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), and its implementing regulations. VitalCore and the MCSO and their respective employees, agents, contractors, and subcontractors shall fully comply with and implement all necessary policies and/or procedures in order to comply with the requirements of HIPAA as it applies to each of its respective obligations provided under this Agreement. VitalCore will ensure that all of its contractors and subcontractors acknowledge that each of them must comply with the HIPAA requirements applicable to their respective operations and will execute such agreements and practices as the MCSO and VitalCore require to ensure compliance.

VitalCore Chief Clinical Officer. VitalCore's Chief Physician who is vested with certain decision-making duties under this Agreement.

Monthly Average Daily Population (MADP). The MADP is the average MCDCC population determined as set forth herein. Other Local/State/Federal Inmates/Detainees will be included in this count daily for the period of each month of this Agreement. However, the MADP shall separately list Other Local/State/Federal Inmates/Detainees (defined below). The MADP shall be determined by a count performed at approximately the same time each day (to the extent such timing is reasonably possible) for each day of the month and dividing this sum by the total number of days in the month. MCDCC records shall be made reasonably available to VitalCore upon request to verify the MADP. Persons on home confinement or housed outside of the MCDCC for whatever reason, including without limitation, parolees, and escapees, shall not be considered part of the MCDCC's MADP.

NCCHC. The National Commission on Correctional Health Care.

Other Local/ State/Federal Inmate/Detainee. An inmate/detainee under the jurisdiction of another local, state, or federal agency, but who, for various reasons, is temporarily being processed through and/or housed in the MCDCC.

Physician Extender. An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

PREA. The Prison Rape Elimination Act, as may be amended from time to time.

Safekeeping Order. Safekeeping Orders are governed by NCGS 162-39(d), which provides that under limited circumstances, local detention centers are permitted to temporarily move a Resident to another designated secured facility after obtaining a Court Order to do so. The local detention center presents relevant facts justifying this request to a local judge. The judge reviews the reasons for the request and determines if the temporary housing transfer of the Resident is necessary and if so, why. The Resident remains in the official legal custody of the local detention facility while temporarily housed in the alternative secured facility, which is better equipped and staffed to provide the needed care, for purposes of this Agreement, focused medical care and mental health care that the local county detention facility is unable to provide. The primary facilities in NC for safekeeping orders are Central Prison, Central Prison Hospital (Raleigh, NC), and Broughton Hospital (Morganton, NC). When the treating doctors determine that the Resident has improved sufficiently

to function satisfactorily outside of the alternative treatment facility, the Resident will be returned to the appropriate local detention facility.

Specialty Services. Medical services that require physicians to be licensed in a specialty, such as but not limited to, obstetrics, gynecology or dermatology, or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

ARTICLE I HEALTH CARE SERVICES

1.0 **SCOPE OF SERVICES.** VitalCore will provide, arrange, administer, and bear the cost of the health care services for the MCDCC Population and all Covered Persons as set forth in this Agreement, including without limitation, all such services and all obligations as set forth herein and in the MCSO Request For Proposal for Patient Health Care Service (the "RFP"), which is attached hereto as **Exhibit A**, as well as in VitalCore's Response to the RFP dated March 14, 2024 (excluding a VitalCore Exceptions document in said Response, if any), which is attached hereto as **Exhibit B**. **Exhibits A and B** are attached hereto and incorporated as if more fully set forth herein. All permits and licenses required by federal, state, or local laws, rules, and regulations necessary for the implementation of the work undertaken and supervised by VitalCore hereunder shall be timely secured, always paid for, and maintained current by VitalCore. It is VitalCore's responsibility to obtain and maintain the appropriate certificate(s), licenses, etc. for work to be performed by all Health Care Staff for whom a certificate, license, etc. is required.

1.1 **ACCREDITATION.** VitalCore's services shall, at a minimum, meet the standards promulgated by all applicable local, state, and federal laws, rules, regulations and guidelines and the standards required by the NCCHC, PREA and the ACA. This obligation includes without limitation the provision and administration of health care, written reports, on-site reviews, preparation of forms and applications, and attendance at meetings as required by the MCSO.

1.2 **GENERAL HEALTH CARE SERVICES.** In general, VitalCore shall provide on a regular basis the professional medical care as set forth in this Agreement (excluding except as set forth herein, in-patient hospitalization and outpatient care rendered at the hospital or other non-MCDCC sites) and related health care and administrative services. This care includes without limitation, a comprehensive health evaluation of each MCDCC Resident in accordance with NCCHC standards, regularly scheduled sick call, nursing care, regular physician and dentist visits within the MCDCC, emergency medical care, vision care, mental health care, medical records management, pharmacy services management, and all necessary administrative support services required for VitalCore to fulfill its healthcare obligations under this Agreement, all as more specifically described herein as well as in **Exhibit B**. Except as expressly set forth otherwise in this Agreement, VitalCore will provide medical, mental health, dental, vision, technical and support personnel on-site and other care set forth in this Agreement and **Exhibits A and B**. The Parties shall attempt to amicably resolve any direct conflict between governing terms and conditions in both this Agreement and in **Exhibit B**. As between the terms and conditions of this Agreement and an identical concept addressed in **Exhibit B** when the applicable terms and conditions in the documents conflict, the Parties will use best efforts to reach a mutually agreeable resolution of such conflict. If such resolution cannot be reached, the conflict will be resolved in favor of the terms and conditions in this Agreement.

1.3 **CARE FOR NON-SERIOUS, ELECTIVE MEDICAL CONDITIONS.** VitalCore will not be responsible for providing elective health care to the MCDCC Population. For purposes of this Agreement, "elective healthcare" shall mean medical and other forms of healthcare which, if not provided, would not, in the reasonable opinion of the VitalCore Chief Clinical Officer or designee, cause a MCDCC Resident's health to deteriorate or cause harm to a MCDCC Resident's well-being. Such decisions shall be consistent with general NCCHC standards. Any referral of MCDCC Residents for elective medical or other non-emergency

healthcare services must be reviewed and approved in writing by the MCSO prior to provision of any such services.

1.4 **MENTAL HEALTH CARE.** VitalCore must promptly notify MCSO in writing of Residents with medical or mental health conditions which in VitalCore's opinion, may be worsened or who may rapidly decompensate as a result of being incarcerated in the MCDCC, or who may require more extensive medical/mental health care than VitalCore is able to provide within the MCDCC. VitalCore will request that MCSO seek a Safekeeping Order for the Resident to be temporarily moved to a secured facility that is better equipped to provide the level of care and number of qualified staff needed to properly treat the Resident. If VitalCore is unable to provide within the MCDCC, the necessary level of medical/mental health care needed by a Resident, and Safekeeping Orders for medical or mental health issues are necessary as requested by VitalCore, the expenses attendant to such Safekeeping Orders shall be VitalCore's responsibility, including without limitation, in facility and out of facility medical expenses for the Resident in Safekeeping at another facility,

ARTICLE II HEALTH CARE STAFF

2.0 **STAFFING.** In accordance with this Agreement including exhibits hereto, VitalCore shall provide medical, dental, technical, mental health and support personnel as necessary for the rendering of healthcare services to MCDCC Residents in accordance with local, state, and federal laws, regulations, rules, and guidelines, and in compliance with the various accreditations for the MCDCC and VitalCore, including without limitation, the NCCHC, ACA and PREA and in accordance with the staffing matrix as set forth in **Exhibit C** attached hereto and incorporated herein. MCSO shall pre-approve all appointments to the positions of VitalCore Physicians, Physician Extenders, any other administrator or medical director, supervising nurses and other VitalCore Health Care Staff positions as may be determined from time to time by MCSO. In such event, the Parties shall negotiate in good faith with respect to changes in such staffing requirements. Any such changes must be in writing and signed by the Sheriff or his designee and VitalCore in advance of any changes. VitalCore shall not make staffing pattern changes without at least twenty-four (24) hours prior written notice to MCSO, and receipt of written approval from MCSO to make such changes.

2.1 **STAFFING HOURS.** VitalCore shall provide or arrange for the provision of qualified Health Care Staff necessary to promptly render the health care services contemplated in this Agreement, including without limitation, the staffing plan set forth in **Exhibit C**. VitalCore reserves the right to assign the Health Care Staff positions in **Exhibit C** to shift coverage as necessary based on operational needs in order for VitalCore to provide the health care services VitalCore is required to provide under this Agreement. However, VitalCore must provide MCSO with a minimum of twenty-four (24) hours prior written notice of the need for any change in shift coverage, and any such change shall not affect the quality of health care services rendered to the MCDCC Population.

2.1.1 Additional hours may be provided if mutually agreed upon by MCSO and VitalCore in writing, with at least 24-hours advanced notice from the requesting Party to the other Party.

2.1.2 VitalCore shall provide or arrange for the provision of an on-call Physician or Physician Extender available by telephone or pager 24-hours per day, 7 days per week.

2.1.3 Any VitalCore staff vacancy that exceeds forty-five (45) days will require a reimbursement to MCSO of 130% of that staff's salary for every day beyond forty-five (45) days. This reimbursement will also apply to staffing vacancies by agency/temporary personnel greater than ten percent of the staffing matrix for more than thirty (30) days. The calculation basis will be the VitalCore staffing plan submitted in **Exhibit B** that includes an hourly wage per position plus benefits chart titled Wage and Benefits Schedule. The schedule will be used for calculation of credits to the MCSO for any position not filled as agreed to in the final contract staffing schedule set forth in **Exhibit C**.

2.2 **STAFFING LEVELS WAIVER.** Based on actual staffing needs as affected by extraordinary and unpredictable medical emergencies, riots, increased or decreased MCDCC Population, and other unforeseen circumstances beyond the control of VitalCore, certain increases or decreases in staffing requirements may be temporarily waived as agreed to in writing by the MCSO.

2.3 **STAFF SCREENING.** In addition to VitalCore's established background check process, the MCSO shall conduct background screens on all VitalCore's proposed Health Care Staff, including employees, agents, contractors and/or subcontractors providing services at the MCDCC, to ensure they do not constitute, in the sole and exclusive opinion of the MCSO, a MCDCC security risk. The MCSO shall have final approval of VitalCore's Health Care Staff, employees, agents, contractors and/or subcontractors regarding security/background clearance. VitalCore shall remain solely responsible for verifying the medical and health care credentials and monitoring the performance and competency of VitalCore's Health Care Staff, including its employees, agents, representatives, contractors, and subcontractors.

2.4 **SATISFACTION WITH HEALTH CARE STAFF.** In recognition of the sensitive nature of MCDCC operations, if MCSO becomes dissatisfied with any member of the Health Care Staff, the MCSO may request replacement of any VitalCore Health Care Staff believed by the MCSO to be unable to carry out the responsibilities of this Agreement. The MCSO shall provide VitalCore written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, VitalCore shall use expeditious and reasonable efforts to promptly resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the MCSO following VitalCore's receipt of the notice, VitalCore shall remove the individual from providing services at the MCDCC. The MCSO reserves the right to revoke the security clearance of any Health Care Staff at any time.

2.5 **MINIMUM SPECIFIC STAFFING SERVICES.** In addition to any other services and responsibilities of VitalCore pursuant to this Agreement (including without limitation all the services and responsibilities as set forth in **Exhibits A and B**) the following services will be provided. VitalCore is expected to provide comprehensive services that are legally defensible, and which meet or exceed all applicable laws, regulations, rules, and guidelines, regardless of whether such are local, state, or federal requirements. VitalCore acknowledges that the following list is not exhaustive of all responsibilities and obligations of VitalCore, and that in addition to the following responsibilities and others set forth herein, VitalCore is also obligated to fulfill all obligations and responsibilities pertaining to health care as set forth in **Exhibits A and B**.

2.5.1 VitalCore shall assess the medical needs of any detainee in MCDCC Arrest Processing as requested by the MCSO staff. VitalCore shall provide a complete health assessment of incarcerated MCDCC Residents as soon as possible, but not later than fourteen (14) days after the arrival of the Resident in the MCDCC. The health assessment shall follow or exceed the guidelines prescribed by the then current applicable state and federal laws, NCCHC, ACA, HIPAA and PREA standards. VitalCore recognizes that the MCDCC may, in the future, elect to again house federal inmates and these standards may vary from non-federal standards applicable to other segments of the MCDCC Population. If such event occurs, VitalCore agrees to comply with all standards applicable to federal MCDCC Residents.

2.5.2 VitalCore shall provide qualified health care professional(s) to respond promptly to sick call or other Resident health related requests and to conduct sick calls and follow-up on sick or other Resident health related non-emergency requests within no more than twenty-four (24) hours from receipt of the Resident's request. VitalCore will use appropriately qualified Health Care Staff in accordance with this Agreement to respond to these requests. Responses to Residents that state the Resident will be scheduled for evaluation by appropriate Health Care Staff must be actively followed up with in a timely manner by promptly actively scheduling and keeping an in-person appointment with the Resident no later than forty-eight (48) hours after receipt of the Resident's request for non-emergency services, and no later than twenty-four (24) hours after receipt from the Resident of a more urgent request. Emergency requests will be responded to immediately. In no event will a response to a Resident that includes commitment from a VitalCore health care professional to schedule an in-person evaluation of a Resident's

concern or request be delayed beyond the above timeframes from VitalCore's receipt of the Resident's request for health care assistance/consultation. Repeated requests from a Resident for sick calls, health related concerns (to include mental health issues) will not be closed out by VitalCore such that MCSO is unable to view such requests without prior written notice to MCSO of the Resident's concerns and VitalCore's assessment of such concerns.

2.5.3 VitalCore will make provisions for twenty-four (24) hour emergency medical, mental health and dental care, including but not limited to, 24-hour medical and mental health on-call services and will promptly arrange ambulance or other emergency transport services when needed.

2.5.4 All Health Care Staff shall be trained in accordance with and always abide by NCCHC, ACA, HIPAA, PREA and any local, state, or federal laws, regulations, rules, guidelines, and standards applicable to their profession, including without limitation, medical, dental, vision, mental health, pharmacy, and any other professional Health Care Staff.

2.5.5 VitalCore shall provide monitoring of pharmacy usage as well as development of a preferred drug list. If a MCDCC Resident indicates a current prescription drug(s) on his/her intake forms, VitalCore will promptly verify the drug(s) as current prescriptions. This verification must be completed within forty-eight (48) hours of Resident's admittance to the MCDCC. If VitalCore determines that the drug is not on the VitalCore preferred drug list, but after review, VitalCore determines it is in the Resident's best interest to remain on that specific medication, VitalCore will promptly stock that medication for the Resident. This may be necessary particularly in situations such as, without limitation, a Resident's ongoing successful use of a particular drug to address his/her health care issue including mental health care concerns. If the Resident's current prescription drug is denied by VitalCore, VitalCore shall within twenty-four (24) hours of the denial, meet in person with the Resident and advise the Resident of the reasons for the denial, and discuss the recommended use of a substitute medication. VitalCore shall also document the Resident's medical file with the date and time of this meeting and the above information provided the Resident by VitalCore. VitalCore shall cover the cost of all prescription and non-prescription medications prescribed by a duly licensed VitalCore physician to MCDCC Residents and will also bear the expense of all over-the-counter medications for MCDCC Residents up to the combined aggregate on pharmacy and off-site costs as defined and detailed in Section 7.0. Prescription storage, dispensing and administration of medication shall comply with all local, state, and federal laws, regulations, rules, and guidelines and shall be dispensed under the direct supervision of an appropriately licensed Pharmacist and appropriately licensed Health Care Staff provider(s).

2.5.6 VitalCore shall arrange for all pathology and radiology services (also referred to as laboratory and x-ray services). Said services shall be performed on site whenever possible and all such on-site services shall be at VitalCore's cost. To the extent such care cannot be rendered in the MCDCC, VitalCore will arrange and coordinate with the MCSO (or emergency medical transport if needed) the transportation of and provision of such services to MCDCC Residents at off-site facilities for such services.

2.5.7 In the event that ambulance or other medical transport service is required due to a medical emergency or otherwise, VitalCore shall provide or arrange for expeditious emergency ambulance or medical transport service for MCDCC Residents or any other person within the MCDCC who VitalCore is responsible for providing emergency medical assistance to, including MCSO employees and contractors, as well as MCDCC visitors.

2.5.8 VitalCore shall be responsible for the provision of any eyeglasses or any other vision services for MCDCC Residents while in the MCDCC.

2.5.9 VitalCore shall provide healthcare services to pregnant MCDCC Residents but shall not be responsible for medical costs associated with the post-delivery medical care of infants born to MCDCC Residents. However, emergency medical care will be administered if a Resident gives birth within the MCDCC.

2.5.10 VitalCore will not perform body cavity searches, or collect physical evidence (blood, hair, semen, saliva, etc.) unless the request for such search or collection is accompanied by a written court order or required by law (ex. DNA testing) and with patient's consent. VitalCore shall not bear the cost and the MCSO will be responsible

for the costs of testing the collected evidence. After collecting the evidence, VitalCore will turn the specimen over to the MCSO or a court designated representative to complete the chain of custody for the evidence. For all other body cavity searches, MCSO shall arrange for body cavity searches to be conducted by medical personnel other than those who currently provide care to MCDCC Residents, and in accordance with NCCHC and other applicable standards.

2.5.11 Support Services Provided by VitalCore Relating to Allegations of Sexual Abuse. VitalCore shall support the MCSO regarding compliance with the Prison Rape Elimination Act ("PREA") through the following:

1. VitalCore shall train all VitalCore Health Care Staff on PREA standards and policies.
2. VitalCore staff shall screen for PREA related indicators at Arrest Processing.
3. VitalCore shall promptly refer all PREA issues related to the MCDCC Population to the appropriate MCSO staff, appropriate staff at VitalCore, and VitalCore mental health, and/or any external health care professionals as required.
4. VitalCore shall provide follow-up medical and mental health services to PREA involved MCDCC Residents as required.
5. VitalCore shall assist the MCSO with PREA training and policy development as requested.

2.5.12. VitalCore is required to provide all patient medical, dental and mental health services records, and arrange for timely provision of appropriately qualified Health Care Staff to educate the court regarding a MCDCC Resident's medications, treatment and care, as may be requested or required by the court in order to make a well-informed decision pertaining to housing, or any other issues presented to the court that requires knowledge of the medications a MCDCC Resident may be taking and the potential side-effects of such medications. Knowledgeable Health Care Staff must also timely respond to a subpoena or court order as the need for this assistance arises from time to time.

2.5.13 VitalCore will be responsible for the establishment of contracts with community hospitals and off premises specialty providers at the lowest possible rates. When these services need to be utilized, VitalCore will coordinate the care with these providers. Invoices for these services will be sent to VitalCore and VitalCore will utilize its third-party administrator to review them for accuracy and pricing according to each contract for service. VitalCore will pay the cleared invoices and submit them on a monthly basis to the MCSO for reimbursement. VitalCore's review of the offsite medical services will be in accordance with all applicable provisions of North Carolina General Statute 153A-225 (as it may be amended or recodified from time to time), as such services may be provided to MCDCC Residents. In accordance with North Carolina General Statute 153A-225.2(c), as it may be amended or recodified from time to time, VitalCore shall distribute MCDCC Residents requiring off-site health care among all hospitals and healthcare facilities located in Mecklenburg County, as required by any applicable law, regulation, rule, or policy. VitalCore will provide semi-annual reports for posting on the County website detailing compliance with this legal requirement.

2.5.14 VitalCore shall be responsible for timely provision of all statistical and any other reports set forth herein and the attached Exhibits.

2.5.15 VitalCore shall provide the necessary qualified Health Care Staff to ensure 24/7 health care services for the MCDCC Population as set forth in this Agreement, including without limitation, Exhibit C.

2.5.16 For purposes of asserting any statutory or other rights afforded to MCSO to pay for the MCDCC Population health care, and to pay other providers for medical services for MCDCC Residents at certain reduced rates, the MCSO designates VitalCore as its respective agent to assert such rights and privileges. Where possible, VitalCore will diligently seek third party reimbursement, including insurance reimbursement for MCDCC Resident medical service performed by VitalCore or other providers. To the extent allowed by applicable law, VitalCore will share all documentation received regarding an insurance or other obligation to reimburse health care costs for MCDCC Residents with the MCSO. VitalCore shall ensure that all medical

providers, including outside medical/mental health care providers, will routinely pursue all insurance and other applicable claims for payment and other means of subrogation for medical treatment provided to the MCDCC Population, as provided for in all applicable laws, regulations, rules, and guidelines including the North Carolina General Statutes, as may be amended from time to time.

ARTICLE III ADMINISTRATIVE SERVICES

3.0 **UTILIZATION MANAGEMENT.** VitalCore shall provide utilization management services and administer pharmacy services as set forth in this Agreement on behalf of the MCSO. VitalCore will follow all applicable state laws and make reasonable efforts to obtain provider discounts and will keep the MCSO apprised of its utilization management practices.

3.1 **HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING.** In addition to providing mental health services to MCDCC Residents, VitalCore shall conduct an ongoing health and mental health education and training program for the MCSO employees in accordance with the needs mutually established by the MCSO and VitalCore. This training will be provided in a manner agreed to by the MCSO and VitalCore and shall include without limitation, ongoing health education and training for the MCSO as may be outlined in the attached Exhibits.

3.2 **MONTHLY/QUARTERLY REPORTS.** VitalCore shall submit monthly and quarterly written health care reports concerning the overall operation of the MCDCC health care services program rendered pursuant to this Agreement and the general health of the MCDCC population, all as may be set forth in the attached Exhibits.

3.3 **QUARTERLY MEETINGS.** VitalCore shall meet at least quarterly with the Sheriff or his designees concerning health care services within the MCDCC and any proposed changes in health-related procedures or other matters which the Parties deem necessary.

3.4 **MEDICAL RECORDS MANAGEMENT.** In addition to other medical records management services set forth in the attached Exhibits, VitalCore shall provide the following medical records management services:

3.4.1 VitalCore Health Care Staff shall maintain, cause, or require the maintenance of complete, legible, and accurate medical records for all MCDCC Residents who have received health care services. Medical records shall be kept separate from such individual's confinement records. Each medical record will be maintained in accordance with all applicable laws and standards including NCCHC, HIPAA, PREA and ACA standards and the MCSO policies and procedures. A complete and current copy of the individual medical record shall be available to accompany each MCDCC Resident who is transferred from the MCDCC to another location for off-site services or transferred to another institution. VitalCore will keep medical records confidential and shall not release any information contained in any medical record except as required by published MCDCC policies, by a court order or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff as property of the MCSO.

3.4.2 Each medical record shall always be maintained in accordance with HIPAA, and any other applicable state or federal privacy statutes or regulations, and in compliance with all accreditation standards the Parties are subject to, to the extent such standards do not conflict with applicable state or federal laws.

3.4.3 As needed to administer the terms of this Agreement, VitalCore shall make available to the MCSO (unless otherwise specifically prohibited by applicable law or regulation) and at the MCSO request, all records, documents, and other papers relating to the delivery of health care services inside and outside the MCDCC to the MCDCC Population. MCSO shall also have complete and unlimited access to any and all information maintained by VitalCore which may be needed to ensure and monitor Agreement compliance, provided that MCSO treats all records provided by VitalCore in accordance with the confidentiality provisions of Sec. 6.1 infra.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

4.0 **GENERAL.** Except as otherwise provided in this Agreement, VitalCore shall only be required to provide and/or arrange for health care services to be provided to Covered Persons.

4.1 **EMERGENCY MEDICAL CARE FOR MCDCC EMPLOYEES, CONTRACTORS, AND VISITORS.** VitalCore shall also arrange for on-site first response emergency medical care as required for MCDCC and MCSO employees, contractors, and visitors within the MCDCC, who shall all also be deemed Covered Persons for this limited purpose only. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

4.2 **RELEASE FROM CUSTODY.** MCSO acknowledges and agrees that VitalCore is responsible for the payment of costs associated with services rendered by VitalCore to Covered Persons as set forth in this Agreement only when such persons remain in the MCDCC, or in the custody of or under the jurisdiction of the MCDCC except as specifically set forth otherwise herein. In no event shall VitalCore be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of or is no longer on the premises of the MCDCC or under the jurisdiction of the MCDCC including, but not limited to, releasees, parolees or escapees. Furthermore, in no event shall VitalCore be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the MCDCC during transport by persons or entities other than the MCSO.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

5.0 **OTHER COUNTY/OTHER STATE/FEDERAL MCDCC POPULATION.**

VitalCore understands that out of county, out of state and federal MCDCC Residents will be included and identified in the MCDCC's MADP. VitalCore will provide chronic care, arrange health assessments, cover basic health care needs such as sick call, provide medications, medical supplies, and medical waste services for Other Local/Other State/Federal MCDCC Residents, in addition to provision of emergency care services, while such MCDCC Residents are within the MCDCC. Assuming VitalCore follows appropriate protocol, no cost for prescription medication or any other outside health care expenses for such Residents shall be paid by or be the financial responsibility of VitalCore.

5.1 **MCDCC RESIDENTS HOUSED IN OTHER JURISDICTIONS OR OTHERWISE OUTSIDE THE MCDCC.** VitalCore shall not be responsible for arranging the medical care or treatment for MCDCC Residents housed in other counties or jurisdictions for whatever reason except as specifically set forth herein. In general, the MCSO or other agency with legal responsibility for the medical care of such persons shall be responsible for provision of health care needs and all medical expenses associated with the care and treatment of MCDCC Residents removed from the MCDCC and any other health care related expenses associated with said MCDCC Residents, shall be the responsibility of custodial agency, unless the MCDCC Resident is housed in another facility where VitalCore provides health care services, in which case, VitalCore shall be responsible for such cost and expense. In addition, if VitalCore determines that VitalCore is not capable of providing the level of care needed for a MCDCC Resident housed in the MCDCC, notwithstanding any term or condition of this Agreement or any other agreement between the Parties, VitalCore will request that the Resident be sent to another secured facility for Safekeeping. If VitalCore requests that a MCDCC Resident be sent to another secured facility on a Safekeeping or other similar Order for medical and/or mental health concerns, VitalCore shall be responsible for all medical or mental health care and all related costs (whether provided by the Department of Public Safety or other Safekeeping facility, or by any external services facility) while the MCDCC Resident is in Safekeeping status outside of the MCDCC. Expenses attendant to the Resident's medical transport (if needed) shall be paid by VitalCore. VitalCore is not responsible for arranging the medical care or treatment for MCDCC Residents housed outside the MCDCC except as specifically set forth herein.

5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT; ESCAPED/RELEASED RESIDENTS. Except as specifically set forth in this Agreement, VitalCore shall not be responsible for the cost of providing off-site medical care for injuries incurred by any person prior to arriving at the MCDCC or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the MCDCC. In addition, VitalCore shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at Arrest Processing by any arresting agency or other presenting party with a life-threatening injury or illness or in immediate need of emergency medical care. However, VitalCore shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or other presenting party or their designee. The proper authority, including without limitation, the arresting authority or the appropriate entity shall bear the cost of, and be responsible for all necessary medical services or health care services for that individual until such time as the arresting agency or other presenting authority can present a medically stable individual to the MCDCC who is Fit for Confinement. To the extent VitalCore is billed for medical services provided to an individual who is not Fit for Confinement, either the arresting agency or the appropriate municipality or county shall reimburse VitalCore for all such costs. VitalCore shall subrogate any rights it has or may have had to recover such costs from any other party to the appropriate entity for collection from such responsible party. VitalCore shall not charge an additional fee simply to examine an individual to determine if he is suitably Fit for Confinement. Assuming VitalCore follows all proper protocols, in no event shall VitalCore be responsible for the cost of services under this Section.

ARTICLE VI OTHER DUTIES AND OBLIGATIONS

6.0 COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS AND APPLICABLE DETENTION FACILITY STANDARDS. VitalCore will provide all health care services required by this Agreement in a manner which, at a minimum, meets or exceeds all local, state and federal laws, rules and regulations as well as all applicable detention facility standards pertaining to local adult and juvenile detention facilities; including : 1) the rules of the North Carolina Administrative Code 10A NCAC 14J, and any other North Carolina or federal laws, rules and regulations for adult local detention facilities (as such may be amended or re-codified from time to time); and 2) NCCHC, ACA and PREA standards. VitalCore will maintain medical accreditation required by state or federal law, the NCCHC, ACA, PREA or any other entity recognized for medical care accreditation for detention facilities that is selected by the MCSO. Failure to meet or maintain the above medical standards and accreditations shall constitute a material breach of this Agreement, qualifying for termination by the MCSO. VitalCore and MCSO and their respective employees, representatives, agents, contractors, and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any applicable state health information privacy laws, to the extent they are applicable to such Party. VitalCore and the MCSO shall ensure compliance with such policies and/or procedures in compliance with such laws, regulations, and rules.

6.1 RECORD ACCESS. During the term and following termination of this Agreement, VitalCore shall maintain and retain all medical records in accordance with North Carolina Department of Natural and Cultural Resources, Division of Archives and Records, Government Records Section applicable to North Carolina Sheriffs' Offices, and shall provide all such records available to MCSO upon request. The MCSO shall provide VitalCore, at VitalCore's request, the MCDCC records relating to the provision of health care services to the MCDCC Population to the extent that VitalCore as keeper of such records, make such records available to the MCSO, including records maintained by hospitals and other outside health care providers involved in the care or treatment of the MCDCC Population (to the extent the MCSO has control of, or access to, such records). VitalCore may request such records in connection with the investigation or defense of any claim by a third party related to VitalCore's conduct arising out of VitalCore's services under this Agreement or to prosecute a claim against a third party arising out of VitalCore's services under this Agreement. Any such information provided by the MCSO to VitalCore shall be deemed to be confidential information and shall be kept confidential by VitalCore and shall not, except as may be required by law, be distributed to any third party without prior written approval by the MCSO. During the term and following termination of this Agreement and in accordance with applicable law, VitalCore shall provide the MCSO, at its request, VitalCore's

information and records relating to the provision of health care services to the MCDCC Population (including medical records maintained by hospitals and other outside health care providers to the extent VitalCore was at any time provided access to such outside provider records), as well as any VitalCore policies and procedures pertaining to medical care provided to the MCDCC Population.

The MCSO may request such records in connection with the investigation or defense of any claim by a third party related to the conduct of the MCSO or VitalCore services and conduct relating to health care services provided to MCDCC Residents. Any such information provided by VitalCore to the MCSO shall be deemed to be confidential information and shall be kept confidential by the MCSO, and shall not, except as may be required by law, be distributed to any third party without prior written approval by VitalCore.

Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be construed to require the Parties to take any action or refrain from taking any action that might jeopardize the confidential, trade secret, proprietary, or otherwise confidential status of any of such Party's respective information, unless compelled by law.

6.2 USE OF MCDCC POPULATION IN THE PROVISION OF HEALTH CARE SERVICE. The MCDCC Population shall not be employed or otherwise engaged or utilized by either VitalCore or the MCSO or any of their respective employees, agents, contractors, or subcontractors in rendering any health care services to the MCDCC Population, provided however, that MCDCC Residents may be used in positions not involving the rendering of health care services directly to the MCDCC Population and not involving access to MCDCC Population records in accordance with NCCHC standards. No medical research projects involving the MCDCC Population, other than projects limited to the use of non-identifiable information from records compiled in the ordinary delivery of health care to the MCDCC Population, shall be conducted without prior written consent of the MCSO. The conditions under which research shall be conducted shall be agreed to in advance by VitalCore and the MCSO and shall be governed by written guidelines. In every case, written full disclosure of the terms and conditions of the research to, and the written informed consent of, each MCDCC Resident (or their legal guardian) who is the subject of a research project shall be obtained prior to the participation of a MCDCC Resident as an identifiable subject. Neither VitalCore nor the MCSO, or any of the Parties' employees, agents, representatives, contractors, or subcontractors shall publish any findings based on data obtained from the operation of the services provided hereunder without the prior written consent of the MCSO and VitalCore. In no event shall any information of any kind arising out of the operations of this Agreement be identifiable to any particular MCDCC Resident, unless the MCDCC Resident is of sound mind and specifically consents in writing to such disclosure. In no event shall any MCDCC Resident's health information of any kind be disclosed or made public in violation of any federal, state, or local law or regulation, or in violation of any detention facility standards applicable to the MCDCC.

6.3 SECURITY OF THE MCDCC AND VITALCORE. VitalCore and the MCSO understand that adequate security services are necessary for the safety of the agents, representatives, employees, contractors, and subcontractors of the Parties, as well as for the security of the MCDCC Population and visitors, to the extent reasonably consistent with a detention setting. The MCSO shall use reasonable efforts to provide security sufficient to enable VitalCore, its Health Care Staff, representatives, employees, agents, contractors, and/or subcontractors to safely provide the health care services described in this Agreement. VitalCore, its Health Care Staff, employees, agents, contractors and/or subcontractors shall follow all security procedures of the MCSO while at the MCDCC or other premises under the MCSO direction or control. However, by the nature of the services VitalCore provides, VitalCore understands and will educate its employees, representatives, Health Care Staff, agents, contractors, and subcontractors as to the clear and obvious inherent risks they voluntarily assume by choosing to work for VitalCore in a detention center environment. In extreme circumstances such as in facility riots, any VitalCore Health Care Staff, employee, agent, contractor and/or subcontractor may refuse to provide any non-emergency service required under this Agreement if such person is able to reasonably and clearly articulate a clear and convincing significant threat to their own safety, given the fact that the VitalCore employee, Health Care Staff, representatives, agents, contractors and subcontractors have all consciously assumed a position in a detention facility setting and know or should know that a detention facility presents unique risks that such person has voluntarily assumed when accepting such a position. VitalCore shall be liable for any claims, losses, costs, expenses (including without limitation,

attorneys' fees, and court costs), injuries (to property or people, including death) or damages of any kind or nature to real or personal property, asserted against MCSO and resulting from or attributable to VitalCore's Health Care Staff, representatives, employees, agents, contractors and/or subcontractors unreasonable failure to provide medical services hereunder.

6.4 **MCSO POLICIES AND PROCEDURES.** VitalCore, its Health Care Staff, employees, representatives, agents, contractors and/or subcontractors shall operate within the requirements of the MCSO posted security policies and procedures. This includes the MCSO rules and regulations regarding the MCDCC, or any other facility managed by MCSO. This commitment includes without limitation, no recording of any kind (audio or video) or taking any photos of any kind in any secured area of the MCDCC for any reason without the prior express written permission of the Sheriff or the Chief of Detention. In addition, there is no disclosure to any third parties of any information regarding layout of or security measures used within the MCDCC, including without limitation, location of cameras. VitalCore will not disclose any information of any kind obtained about the MCDCC without the express prior written consent of the Sheriff or the Chief of Detention.

6.4.1 A complete set of said policies and procedures shall be maintained by the MCSO and made available for inspection by VitalCore at the MCDCC, and VitalCore may make a reasonable number of copies of any specific section(s) it wishes.

6.4.2 It is incumbent upon VitalCore to notify the MCSO if any MCSO policy or procedure, in their opinion, adversely impacts the provision of health care services to the MCDCC Population. The MCSO will work with VitalCore to resolve the issue.

6.4.3 Any modification of the posted policies and procedures by the MCSO shall be provided to VitalCore upon their request. VitalCore, its Health Care Staff, employees, representatives, agents, contractors and/or subcontractors shall operate within the requirement of any MCSO policy or procedure.

6.4.4 If any of the MCSO policies and procedures specifically relate to the delivery of health care services, the MCSO representative and VitalCore shall review the MCSO policies and procedures and mutually agree to modify or remove those provisions that conflict with VitalCore's Jail Health Care Policies and Procedures to the extent that MCSO determines that MCDCC safety and security is not compromised by such modification or removal.

6.5 **MCSO SECURE TRANSPORTATION.** The MCSO shall provide security as necessary and appropriate in connection with the transportation of a MCDCC Resident to and from off-site health care services including, but not limited to, Specialty Services, hospitalization, pathology, and radiology services as requested by VitalCore. VitalCore shall coordinate with MCSO sufficiently in advance for MCSO transportation to and from the off-site services provider, including doctor offices and hospitals. Unless expressly stated otherwise herein, said transportation cost and off-site services costs shall be the responsibility of the MCSO. Notwithstanding, VitalCore shall be responsible for reimbursing MCSO \$200.00 for each such medical trip in excess of eighty (80) trips per month.

6.6 **MCSO PROVISION TO VITALCORE OF OFFICE, FIXTURES, EQUIPMENT.** MCSO shall provide VitalCore use of reasonable office fixtures, furniture and equipment, and all necessary utilities including local telephone service as may be reasonably needed in the MCDCC health care facilities unless otherwise provided in this Agreement. However, VitalCore agrees to be responsible for its own long-distance charges. Existing MCDCC health care equipment is owned by the MCSO and is currently the only health care equipment provided by MCSO. Any additional equipment VitalCore desires will be the responsibility of VitalCore except as set forth in this Agreement. The MCSO will supply housekeeping services in the MCDCC, with the exception of limited housekeeping in the MCDCC infirmary. VitalCore shall be responsible for all housekeeping responsibilities in the MCDCC infirmary except for the floors, bathrooms, showers, and vents, which shall be maintained by the MCSO. The MCSO is responsible for provision of linens, and laundering service in the infirmary and elsewhere in the MCDCC. VitalCore is expected to keep all spaces occupied by VitalCore neat and organized regarding VitalCore's day to day operations. Lawful disposal of all contaminated medical waste shall be the sole

responsibility of VitalCore. Disposal of all medical wastes must be in accordance with all federal, state, and local laws, regulations, and guidelines.

Any VitalCore additional equipment needs requests to the MCSO must be routed through a capital equipment annual budget request to the MCSO, submitted no later than December 31, in order to be considered in the MCSO annual budget. The MCSO will provide reasonably necessary maintenance and housekeeping of the VitalCore office space and MCDCC facilities. The MCSO will provide VitalCore with possession and control of all medical and office equipment and supplies in place at the MCDCC's healthcare units. At the termination of this Agreement, VitalCore shall return to the MCSO possession and control of all MCSO owned medical and office equipment. At such time, this equipment will be fully accounted for and shall be in good working order, reasonable wear and tear excepted. VitalCore agrees to perform, jointly with the MCSO, a physical inventory of the MCSO owned office and medical equipment and supplies at the beginning, renewal/extension, or completion of this Agreement and VitalCore will replace any unaccounted for, damaged or non-working items within thirty (30) days of completion of this Agreement. At the end of this Agreement or any extension, VitalCore will remove records and equipment not deemed to belong to the MCSO within twenty (20) calendar days and at VitalCore's sole expense. VitalCore shall be responsible for the cost of repairing any damage to property caused by such removal. VitalCore acknowledges responsibility for the purchase of all medical supplies and equipment with a unit cost of up to \$500.00. VitalCore will submit a request to the MCSO for any medical equipment over \$500.00 provided a Capital Equipment Request was submitted and approved. All medical equipment purchased by VitalCore remains the property of the MCSO if the Agreement exceeds the term or any extension term. Any equipment purchased by the MCSO shall remain the property of the MCSO.

6.7 **NON-MEDICAL CARE OF MCDCC POPULATION.** It is understood that the MCSO shall provide for all the non-medical personal needs and services of the MCDCC Population as required by law. VitalCore shall not be responsible for providing, or liable for failing to provide, non-medical services to the MCDCC Population including, but not limited to, daily housekeeping services, dietary services (except for provision of medical diet determination), building maintenance services, personal hygiene supplies laundry services or linen supplies.

6.8 **MCDCC POPULATION INFORMATION.** In order to assist VitalCore in providing the best possible health care services to Covered Persons, the MCSO shall provide, as needed, information pertaining to Covered Persons that VitalCore and the MCSO mutually identify as reasonable and necessary for VitalCore to adequately perform its obligations under this Agreement.

6.9 **QUALITY/ASSURANCE REQUIREMENT.** A quality assurance program will be on-going consisting of regularly scheduled audits of patient health care services with documentation of deficiencies and plans for correction of deficiencies. The quality assurance plan shall include a provision for program and peer review by an "outside" correctional health care professional (chosen by the MCSO) on an annual basis, the results of which shall be made available to the Sheriff, the Detention Administrators, and the Medical Services Contract Monitor. The cost will be paid by the VitalCore.

ARTICLE VII COMPENSATION AND ADJUSTMENTS

7.0 PAYMENT, INCLUSION OF OFF-SITE MEDICAL PAYMENTS AND REIMBURSEMENTS

MCSO shall pay VitalCore as follows:

	Annual Contract Amount	Pharmacy & Off-Site Cap	50/50 Split Range
Year One May 19, 2024-May 18, 2025	\$15,204,512.49	\$3,400,000.00	\$3,400,000.00 to \$4,200,000.00

Year Two May 19, 2025-May 18, 2026	\$15,566,035.16	\$3,502,000.00	\$3,502,000.00 to \$4,326,000.00
Year Three May 19, 2026-May 18, 2027	\$16,040,271.02	\$3,607,060.00	\$3,607,060.00 to \$4,455,780.00

Payments to VitalCore for each year shall be made in twelve {12} monthly payments pursuant to a billing invoice submitted by VitalCore. Monthly invoices from VitalCore shall be submitted to the MCSO on or before the fifth day of each month for the previous month of service. The monthly cost will be the applicable annual contract amount divided by 12.

VitalCore will include the amount of off-site and pharmacy costs that were paid by VitalCore in the previous month which must be deducted from the annual pharmacy and off-site costs amount (the "Pharmacy & Off-Site Cap") for the applicable contract year. This calculation provided on the invoice will display the amount of funds remaining in the Pharmacy & Off-Site Cap for the remainder of the applicable contract year. Any funds remaining in the Pharmacy & Off-Site Cap at the end of each contract year must be refunded to the MCSO.

For Year One, costs exceeding the funds in the Pharmacy & Off-Site Cap for that year shall be equally shared by the Parties for any excess amount up to \$4,200,000.00. If off-site and pharmacy costs exceed \$4,200,000.00 for Year One, the MCSO shall pay 100% of any further excess costs greater than \$4,200,000.00.

For Year Two, any costs exceeding the funds in the Pharmacy & Off-Site Cap for that year shall be equally shared by the Parties for any excess amount up to \$4,326,000.00. If off-site and pharmacy costs exceed \$4,326,000.00 for Year Two, the MCSO shall pay 100% of any further excess costs greater than \$4,326,000.00.

For Year Three, any costs exceeding the funds in the Pharmacy & Off-Site Cap for that year shall be equally shared by the Parties for any excess amount up to \$4,455,780.00. If off-site and pharmacy costs exceed \$4,455,780.00 for Year Three, the MCSO shall pay 100% of any further excess costs greater than \$4,455,780.00.

If the Monthly Average Daily Population (MADP) exceeds 1,350 in Year One; 1,400 in Year Two; and 1,450 in Year 3; the MCSO will pay a per diem of \$2.50 per Resident per day that the ADP exceeded these amounts. These charges will be reflected on MCSO'S subsequent month invoice. If the MADP exceeds 1,500, this agreement will need to be renegotiated.

MCSP payment terms will be net thirty {30} days from receipt of invoice.

ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the MCSO is outlined in **Exhibit D**, attached hereto, and incorporated by reference herein. The first monthly amount is to be paid to VitalCore on or about June 10, 2024 for services administered in the month of May 2024. This invoice shall be pro-rated for the month of May, beginning on May 19, 2024. Each monthly payment is to be paid by MCSO to VitalCore before or on the 30th day of the month following the month that the service is provided, if VitalCore submits an accurate and timely invoice to MCSO by no later than the 10th day of the month payment is owed.

ARTICLE VIII **TERM AND TERMINATION**

8.0 **TERM.** The initial term of this Agreement shall be for three years from May 19, 2024, at 12:01 a.m. through May 18, 2027, at 11:59 p.m. The Parties may agree in writing to renew this Agreement for additional two-

year periods, beginning on May 19 of each subsequent applicable year, with mutually agreed upon increases, unless this Agreement is otherwise terminated or notice of termination is given, as set forth in this Agreement. Intent to renew for additional two-year terms must be provided by one of the Parties to the other Party in writing at least ninety (90) days prior to expiration of the then current term.

8.1 **RENEWAL.** Upon each subsequent renewal of this Agreement pursuant to this Agreement, the Parties shall negotiate an increase in accordance with CPI not to exceed 3.0% of the annual amount as defined in Paragraph 9.0.1.1.

8.1.1 A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index - All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

8.2 **TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this Agreement shall be subject to annual appropriations by the Mecklenburg County Board of Commissioners.

8.2.1 Recognizing that termination for lack of appropriations may entail costs for VitalCore, the MCSO shall act in good faith and make every reasonable effort to give VitalCore as much advance notice of any potential problem with funding or appropriations as reasonably possible. In the event this Agreement is terminated due to non-appropriation by the Mecklenburg County Board of Commissioners, MCSO will not be assessed any form of penalty or damages due to such non-appropriation.

8.2.2 If future County funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the MCSO may terminate this Agreement without penalty or liability to the MCSO, provided the MCSO provides a minimum of thirty (30) days advance written notice of Mecklenburg County Board of Commissioners non-appropriation to VitalCore.

8.3 **TERMINATION DUE TO VITALCORE'S OPERATIONS.** The MCSO reserves the right to terminate this Agreement immediately upon written notification to VitalCore if VitalCore discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, insolvency, receivership, conservator law or fails to keep in force any required insurance policies. Both Parties agree that termination under this provision will be considered with cause. The MCSO shall only pay for undisputed services rendered up to the date of termination.

8.4 **TERMINATION FOR CAUSE.** The Agreement may be terminated for cause under the following provisions:

8.4.1 **TERMINATION BY VITALCORE.** Failure of the MCSO to comply with any material provision of this Agreement shall be considered grounds for termination of this Agreement by VitalCore upon sixty (60) days advance written notice to the MCSO specifying the termination effective date and identifying the basis for termination. The MCSO shall pay for undisputed services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the MCSO shall have fifteen (15) business days to provide a written response to VitalCore. If the MCSO provides a written response to VitalCore which provides a reasonably adequate explanation for VitalCore's stated basis for termination and the MCSO cures the basis for termination to the reasonable satisfaction of VitalCore within thirty (30) calendar days after receipt by VitalCore of the written explanation, the sixty (60) day notice shall become null, and void and this Agreement will remain in full force and effect. Reinstatement of this Agreement under this provision shall be without penalty to any of the Parties but shall not affect any remaining claims or liabilities of any Party arising out of the terms of this Agreement.

8.4.2 TERMINATION BY THE MCSO. The services rendered by VitalCore under this Agreement are critical to the legally mandated responsibilities of the MCSO, and the Parties acknowledge that the failure of VitalCore to perform its obligations hereunder will subject the MCSO to additional costs, expenses, fines, penalties, claims (including without limitation, third party claims), liability, significant adverse action by regulatory bodies, and litigation. Therefore, the MCSO may terminate this Agreement at any time VitalCore fails to carry out its material obligations and responsibilities hereunder. The MCSO shall give VitalCore written notice of such termination with stated reasons for the termination. If, after receipt of such notice, VitalCore fails to cure the condition(s) that in the opinion of the MCSO are non-compliant with VitalCore's obligations and responsibilities hereunder within fifteen (15) calendar days, it shall be at the discretion of the MCSO to order VitalCore to stop work immediately and leave the premises. VitalCore will reimburse and indemnifies MCSO for all costs, expenses (including without limitation attorneys' fees and court costs), liabilities, claims or actions of any kind incurred or suffered by the MCSO in providing services which are/were the responsibility of VitalCore. Such expenses shall be reduced from any payment due VitalCore, if any. If known in advance or otherwise as soon as practicable, prior to incurring any expense for which VitalCore may be responsible, the MCSO shall provide written notice to VitalCore outlining specific services and anticipated costs. In the event this Agreement is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports, and other products prepared by or for VitalCore under this Agreement shall become the exclusive property of the MCSO. Notwithstanding the above, VitalCore shall not be relieved of liability to the MCSO for damages, costs, or expenses (including without limitation, court costs and attorneys' fees), and claims asserted by third parties or incurred by MCSO due to or attributable to any breach of the Agreement by VitalCore. VitalCore agrees that in the event either the MCSO must take legal action to enforce any provision of the Agreement or to obtain a remedy for any VitalCore breach of this Agreement, and in the event the MCSO prevails in such action at any level, VitalCore shall, in addition to any other right or remedy the MCSO is entitled to under this Agreement or applicable law, promptly pay all costs and expenses of such action incurred by the MCSO at any and all stages of such action, including without limitation reasonable attorneys' fees and attendant costs and all court costs. The terms and conditions of this paragraph shall survive termination of this Agreement or any other Agreement between the MCSO and VitalCore. Failure of VitalCore to comply with any provision of this Agreement shall also be considered grounds for termination of this Agreement by the MCSO, who, instead of immediate termination of VitalCore, may elect to provide VitalCore with up to sixty (60) days advanced written notice specifying the termination effective date and identifying the basis for termination. The MCSO shall pay for undisputed services rendered up to the date of termination of the Agreement. Upon receipt of the written termination notice, VitalCore shall have ten (10) business days to provide a written response to the MCSO. If VitalCore provides a written response to the MCSO which in the opinion of the MCSO, provides an adequate explanation for the stated basis of termination, or cures the basis for termination to the satisfaction of the MCSO, MCSO's notice shall become null, and void and this Agreement will remain in full force and effect. Reinstatement of this Agreement under this provision shall be without penalty to any of the Parties but shall not affect any remaining claims or liabilities of any Party arising out of the terms of this Agreement.

8.5 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the MCSO or VitalCore may, without prejudice to any other rights it may have, and without penalty, terminate this Agreement for their convenience and without cause by giving not less than one hundred and eighty (180) days advance written notice to the other Party. Said notice shall be deemed delivered to the MCSO if hand-delivered to the Business Manager, and to VitalCore if hand delivered to the CEO, or to either Party if sent by certified mail, return receipt requested, to their respective addresses provided in this Agreement.

8.6 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by either of the Parties to this Agreement, the MCSO shall pay VitalCore for all undisputed services rendered and appropriately and adequately completed by VitalCore up to the date of termination of the Agreement upon receipt of an accurate invoice. Any costs or reimbursements owed by VitalCore to MCSO may be deducted from such payments.

8.7 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, VitalCore shall be allowed to remove from the MCDCC any stock medications or supplies purchased solely and exclusively

by VitalCore that have not been used at the time of termination. VitalCore shall also be allowed to remove its property from the MCDCC including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE IX LIABILITY AND RISK MANAGEMENT

9.0 **INSURANCE COVERAGE.** Throughout the term of this Agreement, VitalCore and any of its subcontractors will comply with the insurance requirements described in this section. VitalCore shall also provide any other insurance specifically recommended in writing by Mecklenburg County Risk Management. If VitalCore fails to maintain required insurance, the MCSO shall be entitled to terminate or suspend the Agreement immediately.

9.1 VitalCore further agrees to purchase and maintain during the life of this Agreement with an insurance company acceptable to MCSO, authorized to do business in the State of North Carolina, the following insurance:

- a) **Automobile Liability:** Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles
- b) **Commercial General Liability:** Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including Coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.
- c) **Workers Compensation:** To the extent required by law, VitalCore shall purchase Workers Compensation Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, or such other amounts as may be required from time to time by applicable state and federal law. VitalCore acknowledges that neither VitalCore or any of VitalCore's employees are an employee of Mecklenburg County or the MCSO and therefore, is not entitled to workers' compensation coverage through either of the above-named entities.
- d) **Professional Errors and Omissions:** Insurance with a limit of not less than \$3,000,000 per claim, \$3,000,000 aggregate as shall protect VitalCore and VitalCore's employees for negligent acts, errors, or omissions in performing the professional services under this Agreement.
- e) **Network Security and Privacy Liability Insurance:** This coverage is to protect VitalCore and its employees from claims including, but not limited to the failure: (1) to provide adequate electronic security to safeguard against intrusion or breach; or (2) to protect private information stored or obtained by the MCSO and VitalCore. This policy shall be specific to the performance of this Agreement and shall provide combined single limit each occurrence/aggregate of \$1,000,000.

9.2 Mecklenburg County and the MCSO shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this Agreement.

9.3 Mecklenburg County and the MCSO shall be a designated insured under the above auto liability policy.

9.4 VitalCore shall not commence any work in connection with this Agreement until it has obtained all the types of insurance set forth in this section and furnished the MCSO with proof of insurance coverage by certificates of insurance accompanying the Agreement. The insurance carrier shall be responsible for notifying the MCSO of any material changes (including renewals) to or cancellation of the insurance coverages required above. Notice to the MCSO must be completed in writing within thirty (30) days of the changes.

9.5 VitalCore shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.

9.6 All insurance policies shall be written by insurers qualified to do business in the State of North Carolina and with a current A.M. Best's rating of A-VII or better. (A carrier with a lesser rating may be acceptable with the approval of Risk Management). If any of the coverage conditions are met by a program of self-insurance, VitalCore must submit evidence of the right to self-insure as provided by VitalCore's domiciled State.

9.7 Mecklenburg County and the MCSO shall be exempt from, and in no way liable for any sums of money that may represent a deductible of self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Wellpath and/or subcontractor.

9.8 VitalCore's (including subcontractors of every tier) insurance shall be primary of any self-funding and/or insurance otherwise carried by Mecklenburg County or the MCSO for all loss or damages arising from VitalCore's operations under this Agreement. VitalCore and each of its contractors and subcontractors shall and does waive all rights of subrogation against Mecklenburg County and the MCSO for each of the indemnities.

ARTICLE X INDEMNIFICATION AND HOLD HARMLESS

10.0 VitalCore shall indemnify and hold harmless Mecklenburg County and the MCSO and its respective employees, representatives, officers, agents and contractors, against all demands, claims, lawsuits, judgments, awards, settlements, liabilities, injuries (including death), damages, losses, costs and expenses (including without limitation, attorneys' and related fees and expenses including court costs), damages to any property (real or personal), whatsoever, caused by or based upon or arising out of or in any way attributable to VitalCore, its employees, contractors, subcontractors, representatives or agents and their alleged acts, failure to act, conduct, misconduct, or omissions in the performance or the non-performance of work under this Agreement. VitalCore shall promptly defend all such demands, claims, and causes of action and shall pay all MCSO attorneys' fees, court costs, and all other related costs of resisting or defending against such demands, claims, causes of action, etc. as they are incurred by the MCSO in the original action and on appeal at any level. In the event the MCSO must bring a lawsuit or other action against VitalCore to enforce this indemnity and the MCSO prevails at any level in such lawsuit or other action, VitalCore shall pay the MCSO's attorneys' fees, all related costs and court costs, as well as any other fees and expenses of any kind incurred by the MCSO at any and every appeal level. In any action hereunder, the MCSO shall be entitled to select counsel of its own choosing to defend the MCSO or to prosecute on its behalf. The terms and conditions of this indemnity shall survive termination of this or any other agreement between VitalCore and/or the MCSO.

The MCSO, to the extent permitted by law, agrees to indemnify and hold harmless VitalCore, its officials, agents, employees from and against any and all claims, actions, lawsuits, damages, judgments, or liabilities when caused directly, solely, and exclusively by any grossly negligent act or omission, or willful misconduct of the MCSO or its respective agents, employees, or independent contractors.

ARTICLE XI MISCELLANEOUS

11.0 **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 the County or the MCSO to exercise control or direction over the manner or methods by which

VitalCore, its employees, agents, contractors or subcontractors perform hereunder, or VitalCore to exercise control or direction over the manner or methods by which the County or the MCSO and their respective employees, agents, contractors, or subcontractors perform hereunder, other than as provided in this Agreement.

11.1 **SUBCONTRACT.** To the extent prohibited by law in performing its obligations under the Agreement, it is understood that VitalCore 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 VitalCore may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this Agreement. VitalCore shall engage Contract Professionals that meet the applicable professional licensing requirements and VitalCore shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract Professionals 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 VitalCore may subcontract for specialized services such as pharmacy, medical waste disposal, medical supplies and other services or supplies which it is required to provide under this Agreement. The MCSO must approve in advance all contracts and subcontracts entered into by VitalCore or its contractors for the purpose of completing VitalCore's obligations under this Agreement. Neither VitalCore nor any of its contractors or subcontractors will sell, assign, transfer or convey any of its rights or obligations hereunder without the prior written consent of the MCSO.

11.2 **EQUAL EMPLOYMENT OPPORTUNITY.** VitalCore will comply with all provisions of Federal, State, and local regulations and laws to ensure that no employee or applicant for employment is discriminated against because of any protected categories including without limitation, race, color, religion, ethnicity, gender, ancestry, national origin, genetic information, pregnancy, 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. VitalCore 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.

11.3 **WAIVER OF BREACH.** The waiver of 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.

11.4 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The Parties acknowledge that VitalCore is neither bound by or aware of any other existing contracts to which the MCSO is a party and which relate to the providing of health care to MCDCC Residents, other than a contract with Wellpath for provision of Resident restoration to capacity services. 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.

11.5 **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, floods, Acts of God 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.

11.6 **CHANGES IN SCOPE.** If at any time during the Term of this Agreement (as amended), there is a

material change in the scope of services provided by VitalCore as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed 30 days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause and without penalty upon providing sixty (60) days advance written notice.

11.7 ASSIGNMENT. Except as otherwise provided herein, neither Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party. Any unauthorized attempted assignment shall be null and void and of no force or effect.

11.8 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 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 or other electronic transmission to the fax number or email address of the Party listed below:

Viola Riggins, CEO
VitalCore Health Strategies, LLC
719 SW Van Buren
Suite 100
Topeka, KS 66603
FAX 785-408-5617
VCHSAdmin@VitalCoreHS.com
Phone: 785-246-6840

Angelia Riggsbee, PHD
Business Services Director
Mecklenburg County Sheriff's Office
5235 Spector Drive
Charlotte, NC 28269
angelia.riggsbee@mecklenburgcountync.gov
Phone: 980-314-5195

Such address may be changed from time to time by a Party by providing written notice to the other Parties as provided above.

11.9 GOVERNING LAW VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflicts of law, regulations, codes, or rules of any jurisdiction. The parties agree to use reasonable efforts to resolve disputes hereunder prior to resorting to litigation. The venue for any dispute resolution, or any legal action hereunder, including litigation, shall be Mecklenburg County, North Carolina and for purposes of enforcing this Agreement, the parties hereto consent to the exclusive jurisdiction of the appropriate courts in Mecklenburg County, North Carolina for resolution of any dispute arising hereunder.

11.10 EXECUTION AUTHORITY By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect. Any action, authorization or representation required under this Agreement by the Sheriff's Office may be fulfilled by the Sheriff or his designee.

11.10.11 SURVIVAL All indemnities and obligations of the Parties set forth in this Agreement shall survive termination of this Agreement in addition to any other provisions that are specifically noted as surviving termination of this Agreement.

11.12 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.

11.13 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.

11.14 SEVERABILITY. In the event that 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.

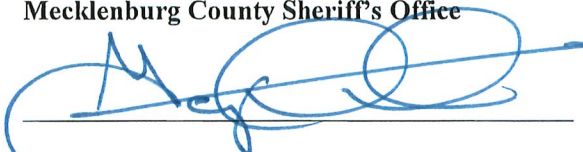
11.15 ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement, and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. Obligations of the Parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement. The terms of this Agreement may not be changed, modified, or amended except by a writing signed by both Parties.

11.16 CONFIDENTIAL INFORMATION. Notwithstanding anything to the contrary herein contained, nothing in this Agreement shall be construed to require any Party to take any action or refrain from taking any action that would jeopardize the trade secret or confidential status of, or its ownership interest in, any of its information or documentation. Likewise, nothing herein shall be construed to require any Party to take any action or refrain from taking any action that would waive any protection afforded to patient safety or work product, including without limitation, in accordance with the Patient Safety and Quality Improvement.

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.

AGREED TO AND ACCEPTED AS STATED ABOVE.

Mecklenburg County Sheriff's Office



Garry L. McFadden

Title: Sheriff of Mecklenburg County, NC

Date: 3.6.2024

VitalCore Health Strategies, LLC



Viola Riffin

Chief Executive Officer

Date: 5-6-2024

Approved as to legal form only:

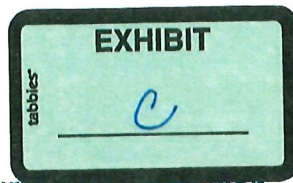


Marilyn D. Porter, Counsel for the Mecklenburg
County Sheriff's Office

EXHIBIT A

**MCSO REQUEST FOR PROPOSAL FOR PATIENT HEALTH CARE SERVICES DATED ON OR
ABOUT February 1, 2024 (THE "RFP")**

EXHIBIT B
VITALCORE HEALTH STRATEGIES, LLC RESPONSE TO REQUEST FOR PROPOSAL FOR
PATIENT HEALTH CARE SERVICES DATED MARCH 14, 2024 (THE "RESPONSE")



Current Staffing Plan - Mecklenburg County - Detention Center Central - ADP 1250

Position	FTE	Backfill	Hours	SCHEDULE						
DAY SHIFT 6:00 a.m. to 6:30 p.m.		0.1 of FTE		S	M	T	W	T	F	S
Health Services Administrator	1.00		40		8	8	8	8	8	
Administrative Assistant	1.00		40		8	8	8	8	8	
Medical Director (Physician)	0.25	0.03	10			10				
Physician	0.75	0.08	30		10			10	10	
Mid-Level Provider	2.60	0.26	104		24	24	24	16	16	
Psychiatrist	0.13	0.01	5			5				
Psychiatric Mid-Level Provider	1.60	0.16	64		8	16	16	16	8	
Psychiatric RN	1.40	0.14	56		8	8	16	16	8	
Mental Health Director	1.00		40		8	8	8	8	8	
Licensed Mental Health Professional	5.00	0.50	200	24	32	32	32	24	32	24
Mental Health Transition Planner	0.75	0.08	30		6	6	6	6	6	
Recreational Therapist	1.00	0.10	40		8	8	8	8	8	
Dentist	1.00	0.10	40		8	8	8	8	8	
Dental Assistant	2.00	0.20	80		16	16	16	16	16	
Director of Nursing	1.00		40		8	8	8	8	8	
Asst. Director of Nursing	1.00		40		8	8	8	8	8	
Charge RN	2.10	0.21	84	12	12	12	12	12	12	12
Infirmity RN	2.10	0.21	84	12	12	12	12	12	12	12
Intake RN	4.20	0.42	168	24	24	24	24	24	24	24
Peak Intake LPN	0.40	0.04	16				4	4	4	4
RN H&P Days	1.00	0.10	40		8	8	8	8	8	
RN Sick Call	1.40	0.14	56	8	8	8	8	8	8	8
LPN	10.10	1.01	404	60	56	56	56	56	60	60
CMA/Med Tech/C.N.A.	3.20	0.32	128	12	23	23	23	23	12	12
One Care Nurse	1.00	0.10	40		8	8	8	8	8	
Medical Office Assistant	2.00		80		16	16	16	16	16	
Scheduler	1.00		40		8	8	8	8	8	
DAYSHIFT TOTALS:	49.98	4.20	1999	152	335	348	345	339	324	156
NIGHT SHIFT 6:00 p.m. to 6:30 a.m.		0.1 of FTE								
Charge RN	2.10	0.21	84	12	12	12	12	12	12	12
Infirmity RN	2.10	0.21	84	12	12	12	12	12	12	12
Intake RN	4.20	0.42	168	24	24	24	24	24	24	24
LPN	4.20	0.42	168	24	24	24	24	24	24	24
CMA/Med Tech/C.N.A.	3.30	0.33	132	12	24	24	24	24	12	12
NIGHT SHIFT TOTALS:	16.90	1.69	636	84	96	96	96	96	84	84
TOTAL:	65.88	5.79	2635	236	431	444	441	435	408	240
Backfill	5.79			Hrs/WK DAY = 2635. = 65.88						
	71.66									

At least one mental health professional scheduled for weekday services will work from 2 p.m. to 10 p.m. M-F to provide evening coverage.



Annual Allocation for Mecklenburg County D.C. Central FINAL Revised Proposal 3.27.24

Annual Allocation Year 1			Annual Allocation Year 4		% Increase From Year 3
Description Population	1250		Description Population	1400	
Staffing	\$ 9,809,922.49		Staffing	\$ 10,719,567.17	3%
Employee Education, Recruiting, Orientation, and Parking	\$ 40,000.00		Employee Education, Recruiting, Orientation, and Parking	\$ 43,709.08	3%
Peer Review/NCCHC Audit	\$ 70,000.00	(\$15,000.00)	Peer Review Services	\$ 93,499.80	3%
Lab, Diagnostics and on-site services	\$ 150,000.00		Lab, Diagnostics and on-site services	\$ 168,000.00	
Medical Supplies	\$ 120,000.00		Medical Supplies	\$ 134,400.00	
Computers, Office Supplies, and Equipment	\$ 152,000.00		Computers, Office Supplies, and Equipment	\$ 47,210.05	3%
Pharmacy & Off-Site Cap*	\$ 3,400,000.00	\$2,800,000 Increase	Pharmacy & Off-Site Cap*	\$ 3,715,271.80	3%
Safekeeper Costs/Clearance of Invoices	\$ 140,000.00		Safekeeper Costs/Clearance of Invoices	\$ 152,981.78	3%
Insurance	\$ 155,090.00		Insurance	\$ 182,000.00	
Administration and Overhead	\$ 550,000.00		Administration and Overhead	\$ 600,999.85	3%
Profit Margin	\$ 450,000.00		Profit Margin	\$ 491,727.15	3%
Software License, Hardware, Installation, and Training	\$ 167,500.00	Net Increase:	Software License, Hardware, Installation, and Training	\$ 183,031.77	3%
Total Annual Cost by Population:	\$ 15,204,512.49	\$2,785,000.00	Total Annual Cost by Population:	\$ 16,532,398.45	

Annual Allocation Year 2		% Increase From Year 1	Annual Allocation Year 5		% Increase From Year 4
Description Population	1500		Description Population	1450	
Staffing	\$ 10,104,220.16	3%	Staffing	\$ 11,041,154.18	3%
Employee Education, Recruiting, Orientation, and Parking	\$ 41,200.00	3%	Employee Education, Recruiting, Orientation, and Parking	\$ 45,020.35	3%
Peer Review Services	\$ 85,000.00	3%	Peer Review Services	\$ 96,304.79	3%
Lab, Diagnostics and on-site services	\$ 156,000.00		Lab, Diagnostics and on-site services	\$ 174,000.00	
Medical Supplies	\$ 124,800.00		Medical Supplies	\$ 139,200.00	
Computers, Office Supplies, and Equipment	\$ 44,500.00		Computers, Office Supplies, and Equipment	\$ 48,626.35	3%
Pharmacy & Off-Site Cap*	\$ 3,502,000.00	3%	Pharmacy & Off-Site Cap*	\$ 3,826,729.95	3%
Safekeeper Costs/Clearance of Invoices	\$ 144,200.00	3%	Safekeeper Costs/Clearance of Invoices	\$ 157,571.23	3%
Insurance	\$ 161,590.00		Insurance	\$ 188,500.00	
Administration and Overhead	\$ 566,500.00	3%	Administration and Overhead	\$ 619,029.85	3%
Profit Margin	\$ 463,500.00	3%	Profit Margin	\$ 506,478.96	3%
Software License, Hardware, Installation, and Training	\$ 172,525.00	3%	Software License, Hardware, Installation, and Training	\$ 188,522.73	3%
Total Annual Cost by Population:	\$ 15,566,035.16		Total Annual Cost by Population:	\$ 17,031,138.40	

Annual Allocation Year 3		% Increase From Year 2	<p>Pharmacy & Off-Site Cap: VitalCore will be responsible for 100% of the costs up to \$3,400,000.00 in Year One. If the County agrees to waive the calculation of staffing penalties until 09/18/24, VitalCore will split the costs that exceed \$3,400,000.00 up to \$4,200,000.00 50/50 in Year One. If the costs exceed \$4,200,000.00, the County will be 100% responsible for the excess costs. If the total costs are less than \$3,400,000.00, VitalCore will refund 100% of the remaining funds to the County at the end of the contract year. VitalCore believes that we will be able to keep these costs within the \$2,800,000.00 to \$3,000,000.00 range in year one and lower them each subsequent year.</p>
Description Population	1350		
Staffing	\$ 10,407,346.77	3%	
Employee Education, Recruiting, Orientation, and Parking	\$ 42,436.00	3%	
Peer Review Services	\$ 90,776.50	3%	
Lab, Diagnostics and on-site services	\$ 162,000.00		
Medical Supplies	\$ 129,600.00		
Computers, Office Supplies, and Equipment	\$ 45,835.00	3%	
Pharmacy & Off-Site Cap*	\$ 3,607,060.00	3%	
Safekeeper Costs/Clearance of Invoices	\$ 148,526.00	3%	
Insurance	\$ 168,090.00		
Administration and Overhead	\$ 583,495.00	3%	
Profit Margin	\$ 477,405.00	3%	
Software License, Hardware, Installation, and Training	\$ 177,700.75	3%	
Total Annual Cost by Population:	\$ 16,040,271.02		