

INMATE HEALTH SERVICES AGREEMENT

This Agreement for Inmate Health Services (the "Agreement") is by and between the County of Genesee, a Michigan Municipal Corporation and Body Corporate, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and VitalCore Health Strategies, a Foreign Limited Liability Company, whose principal place of business is located at 719 SW Van Buren, Topeka, Kansas 66603 ("VITALCORE" or the "Contractor") (the County and the Contractor together, the "Parties").

RECITALS

WHEREAS, the County, through the Office of Genesee County Sheriff ("Office of the Sheriff" or "Sheriff"), is charged by law with the responsibility for obtaining and providing reasonably necessary health care for inmates/prisoners of the Genesee County Jail (the "Facility"); and

WHEREAS, the County has issued a Request for Proposals (RFP #25-438) seeking a servicer to deliver and maintain Medical Services for the Genesee County Jail that conform with all applicable laws and standards including: established National Commission of Correctional Healthcare (NCCHC) standards, and Michigan Department of Corrections Administrative Rules for County Jails and Lockups.; and

WHEREAS, the County and the Contractor have negotiated the terms as provided in this Agreement; and

WHEREAS, VITALCORE is in the business of providing correctional health care services of this type, with a focus only on county jails, and desires to provide such services for the County under the terms and conditions hereafter; and

WHEREAS, the County desires to enter into this Agreement with VITALCORE.

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

1. HEALTH CARE SERVICES

1.1 General Engagement. The County hereby contracts with VITALCORE to provide for the delivery of reasonably and/or medically necessary health care, (including on-site medical, mental health, dental, and pharmaceutical) to individuals under the physical custody and control of the County at the Facility and VITALCORE enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of General Services. The responsibility of VITALCORE to deliver reasonably necessary health care to an inmate commences with the booking and physical placement of said inmate into the Facility. VITALCORE shall provide the health care services set forth and incorporated herein for all persons committed to the physical custody of the Facility. See also the attachments to this Agreement, incorporated by reference, including: the Scope of Services, Insurance Checklist, MAT flowchart, example staff matrix, updated Proposal

Form, Program Cost Breakdown, and Waste Reduction. This Agreement shall take precedence over any attachment, where, and only to the extent that, any attachment conflicts with the language and duties of this Agreement.

Exceptions to Treatment:

- a. VITALCORE will not be financially responsible for costs of or associated with blood clotting factor products and experimental procedures.
- b. VITALCORE will not be financially responsible for any costs incurred after an inmate is released from the County's physical custody.
- c. VITALCORE will not be financially responsible for any costs associated with smoking cessation treatment or classes.
- d. VITALCORE shall not be responsible for medical costs associated with the medical care of any fetus or infant born to an inmate. VITALCORE shall provide health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of VITALCORE. VITALCORE shall not be responsible for the costs or furnishing of any abortions unless medically necessary.
- e. VITALCORE will not be responsible for any medical testing or obtaining samples, which are forensic in nature.
- f. VITALCORE will not be responsible for purchasing, providing, inspecting or maintaining AEDs at the Facility.
- g. VITALCORE will not be responsible for Facility cleaning for ectoparasites.
- h. VITALCORE will not pay for elective care, defined as care which, if not provided, would not, in the opinion of VITALCORE's practitioner, cause the patient's health to deteriorate.

1.3 Responsibility for Off-site Services and Pharmacy. VITALCORE will be responsible for the arrangement of Outside Medical Services (off-site). VITALCORE will be responsible for the cost of emergency room and ambulance services, up to an annual limit of \$100,000. In the event the cost of emergency room and ambulance services exceeds \$100,000 annually, the County is responsible for the cost of all Outside Medical Services in excess of \$100,000. The County is responsible for the cost of all other Outside Medical Services. The term "Outside Medical Services" refers to all healthcare services which are not provided on-site at the Genesee County Jail, including but not limited to inpatient hospitalization, outpatient surgeries, outpatient physician consultations, off-site medical specialist, and off-site diagnostic procedures.

Pharmacy Costs. VITALCORE will be responsible for the cost of all pharmacy services, including prescription and over the counter medication, subject to the exclusions listed in 1.2, up to an annual aggregate limit of \$250,000. In the event pharmacy costs exceed \$250,000 annually, the County will be responsible for the cost of all pharmacy services in excess of \$250,000 annually.

Once an inmate has been taken into the custody of the County, VITALCORE will be financially responsible for the cost of all on-site medical treatment for health care services (subject to the Outside Medical Services annual aggregate limit and pharmacy services annual aggregate limit noted in this Section 1.3 and the exceptions described in Sections 1.2 and 1.5), regardless of the

nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Facility, once the inmate has been determined to be medically stabilized. An inmate shall be considered medically stabilized when the medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can be reasonably housed inside the Facility.

During the term of this Agreement, the parties agree to explore cost models whereby VITALCORE is responsible for the cost of all Outside Medical Services. If the parties agree upon a mutually agreeable pricing structure for such an arrangement, the parties will amend the Agreement accordingly.

1.4 Inmates Outside the Facility. Inmates on any sort of temporary release, including, but not limited to, inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole, or supervised custody who do not sleep in the Facility at night, will not be included in the daily population count, and will not be the responsibility of VITALCORE with respect to the payment or furnishing of health care services. Inmates in the custody of other police or other penal jurisdictions for any reason are likewise excluded from the population count and are not the responsibility of VITALCORE for the furnishing or payment of health care services.

1.5 Elective Medical Care. Neither VITALCORE nor the County will be responsible for the cost of providing elective medical care to inmates. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of VITALCORE's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's wellbeing. Such decisions concerning medical care shall be consistent with general NCCHC standards. Any referral of inmates for elective medical care must be reviewed and approved by the County prior to provision of such services. VITALCORE may assist in arranging County approved elective care, but VITALCORE shall have no financial responsibility for such care.

1.6 Transportation Services. To the extent any inmate requires off-site non-emergency (i.e., non-life threatening) health care treatment including, but not limited to, hospitalization care and specialty services, the County will, upon request by VITALCORE, its agents, employees or sub-contractors, provide transportation as reasonably available, provided that, when reasonably possible, such transportation is scheduled in advance. When medically necessary, VITALCORE shall arrange all emergency (i.e., life threatening) ambulance transportation of inmates at the expense of VITALCORE, subject to the annual aggregate limit described in 1.3..

1.7 Quality Improvement Program. VITALCORE will conduct a comprehensive quality improvement program ("CQI") on-site to evaluate and review the quality, timeliness and appropriateness of the care provided to incarcerated patients. Meetings related to the CQI will be conducted as often as the Sheriff prefers. CQI meetings encourage ongoing data collection of the quantity and types of medical conditions and chronic illnesses we expect to see in correctional facilities. Meetings will also review significant issues and changes and provide feedback to the health care program. CQI reports may include suggestions for corrective, preventative, or remedial actions based on analyzing the reports' data.

1.8 MAT Program. VITALCORE will treat patients with opioid use disorder (OUD), including the delivery of medication assisted treatment (MAT). VITALCORE recognizes that every patient benefits from an individualized treatment plan based on their history and active substance use disorders. In keeping with current guidelines and recommendations, VITALCORE will deliver counseling and medication treatments to patients with OUD. See the attached flowchart regarding recommendations on workflow for patients screening positive for OUD.

2. PERSONNEL

2.1 Staffing. VITALCORE shall provide medical, technical, and support personnel as necessary for the rendering of health care services to inmates at the Facility as described in and required by this Agreement. The staffing matrix chart attached hereto includes the agreed-upon staffing pattern necessary to provide the health care services required by the Facility. VITALCORE recognizes that the staffing levels shall be reviewed, explained, and discussed with the Sheriff, as requested from time to time. VITALCORE staffing matrix program was staffed using the average daily population estimate of 680 inmates. See also the Scope of Services.

2.2 Licensure, Certification, and Registration of Personnel. All personnel provided or made available by VITALCORE to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Michigan law.

2.3 Subcontracting and Delegation. In order to discharge its obligations hereunder, VITALCORE will engage certain health care professionals as independent contractors rather than as employees as well as certain services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training. The County may request to approve such professionals but approval will be based in security concerns and will not be unreasonably withheld. Subject to the approval described both above and in the attached Scope of Services, the County consents to such subcontracting or delegation. VITALCORE shall ensure that all subcontractors will agree to all conditions and provisions of this Agreement and shall exercise administrative supervision over such subcontractors as necessary to ensure the strict fulfillment of the obligations contained in this Agreement. VITALCORE will remain primarily responsible for the performance of all subcontractors. For each agent and subcontractor, including but not limited to, all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractors of VITALCORE under this Agreement, VITALCORE shall provide the County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and two million dollars (\$2,000,000) in the aggregate.

2.4 County's Satisfaction with Health Care Personnel. To ensure the County is able to meet its obligation to operate a secure facility, County has the right to exclude any VITALCORE

health care personnel provided by VITALCORE hereunder, or by any independent contractor, subcontractors or assignee under the direction of VITALCORE ("employee"). If VITALCORE disagrees with such exclusion and provides the County with independent documentation regarding the medical appropriateness of such employee's behavior, the County will be responsible for reimbursement of all VITALCORE's costs and expenses associated with such exclusion decision. Prior to exclusion, the County shall provide VITALCORE written notice of the grounds for such dissatisfaction and the reasons therefore. VITALCORE shall exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the County, VITALCORE shall exclude or shall cause any independent contractor, subcontractor, or assignee to exclude the individual about whom the County has expressed dissatisfaction. VITALCORE will be allowed reasonable time, prior to exclusion, to find an acceptable replacement, without penalty or any prejudice to the interests of VITALCORE.

2.5 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either VITALCORE or the County in the direct rendering of any health care services. Upon prior written approval of the County inmates may be used in positions not involving the rendering of health care services directly to inmates.

2.6 Nondiscrimination. During the performance of this Agreement, the Parties to this Agreement further agree and covenant as follows:

- a. VITALCORE will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. VITALCORE will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Agreement, and that it shall require the same assurances from subcontractors. Breach of this paragraph shall be regarded as a material breach of this contract.
- b. The County will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, except in cases where there is a bona fide occupational qualification reasonably necessary to the County's normal operation.
- c. Each Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. In all solicitations or advertisements for employees, each party will state that it is an equal opportunity employer.

- e. Each Party will comply with State and Federal laws regarding the placement of notices, advertisements, and solicitations.

3. ACCREDITATION

3.1 Obligation of VITALCORE. VITALCORE's services shall be provided in accordance with the standards promulgated by the National Commission on Correctional Health Care (NCCHC) for Health Services in Facilities and Michigan Department of Corrections Standards, with the exception of variables outside of VITALCORE's control that may affect accreditation. VITALCORE will provide the NCCHC accreditation fee.

4. REPORTS, RECORDS, AND COMPLAINTS

4.1 Medical Records. VITALCORE shall cause and require to be maintained complete and accurate medical records for each inmate housed in the facility who has received health care services during the term of this Agreement. Each medical record will be maintained in accordance with applicable laws, NCCHC standards and the County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available at all times. A medical transfer sheet shall accompany each inmate who is transferred from the Facility to another location for off-site services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, VITALCORE shall comply with the County's policy with regard to access by inmates and Facility staff to medical records. No information contained in the medical records shall be released by VITALCORE except as provided by the County's policy, by a court order, or otherwise in accordance with the applicable law. VITALCORE shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the County. However, the County shall provide VITALCORE with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

4.2 Electronic Medical Records. VITALCORE and the County hereby acknowledge and agree that VITALCORE shall provide the County with VITALCORE's Electronic Medical Record Solution ("EMR" or Sapphire) inclusive of implementation and system maintenance during the term of this Agreement. The implementation of the EMR will be at no cost to County. VITALCORE will implement the EMR within eighteen (18) months of execution of this Agreement.

In the event this Agreement is terminated or expires at any time subsequent to its full execution, VITALCORE shall transfer its EMR License to the County, if the County so elects. At the time of transfer, the EMR system shall be current with all software updates/patches installed and all payments previously or then due for the license and software paid through the date of transfer. The County will negotiate and enter into a Licensing Agreement which serves to transfer all future legal and financial obligations for said License/software and/or additional services to the County for its continued use of the EMR, including but not limited to interfaces, support, maintenance, and associated hosting fees. This transfer shall take place no later than thirty (30) days from the date of termination and/or expiration of this Agreement. If the County elects not to

continue using the EMR implemented pursuant to this Agreement at the time such is terminated or expires, it shall provide VITALCORE with written notice of its intent in that regard no later than thirty (30) days from the date of termination and/or expiration of the Agreement. VITALCORE shall ensure that inmate health information is available to meet the needs of continued patient care, legal requirements, research, education and other legitimate uses. If EMR is discontinued or this Agreement terminates for any reason, the County shall receive an export of all data in an industry-standard format without cost to the County.

4.3 Regular Reports by VITALCORE to the County. VITALCORE shall provide to the County, on a date and in a form mutually acceptable to VITALCORE and the County, monthly and/or annual reports relating to services rendered under this Agreement. The form and dates will be reviewed and approved during the first MAC meeting each year.

4.4 Inmate Information. Subject to applicable law, in order to assist VITALCORE in providing the best possible health care services to inmates, the County will provide VITALCORE with information pertaining to inmates that VITALCORE and the County mutually identify as reasonable and necessary for VITALCORE to adequately perform its obligations hereunder.

4.5 VITALCORE Records Available to the County with Limitations on Disclosure. VITALCORE shall make available to the County, at the County's request, all records, documents and other papers relating to the direct delivery of health care services to inmates hereunder, with the exception of peer review documents qualifying for claim of privilege under applicable law. The County understands that many of the systems, methods, procedures, written materials and other controls employed by VITALCORE in the performance of its obligations hereunder are proprietary in nature and will remain the property of VITALCORE. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by VITALCORE.

4.6 County's Records Available to VITALCORE with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the County will provide VITALCORE, at VITALCORE's request, the County's records relating to the provision of health care services to inmates as may be reasonably requested by VITALCORE or as are pertinent to the investigation or defense of any claim related to VITALCORE's conduct. Consistent with applicable law, the County will make available to VITALCORE such records as are maintained by the County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent the County has any control over those records) as VITALCORE may reasonably request.

Any such information provided by the County to VITALCORE that the County considers confidential shall be kept confidential by VITALCORE and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

4.7 Records Retention. The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

All illness reports, policies, and procedures will at all times remain the property of the County and will remain at the facility. VITALCORE may make recommendations to the County relating to the Facility's health care policies, procedures, and illness reports.

4.8 HIPAA Compliance. VITALCORE shall comply with, and require its employees to comply with, any relevant requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended.

4.9 Identity Theft Prevention. In the event that the Contractor will obtain identifying information during the performance of this Agreement, the Contractor shall take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Agreement.

For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

5. SECURITY

5.1 General. VITALCORE and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of VITALCORE as well as for the security of inmates and County's staff, consistent with the correctional setting. The County will provide sufficient security to enable VITALCORE to safely and adequately provide the health care services described in this Agreement. Nothing herein shall be construed to make the County, the Sheriff, or Facility deputies or employees a guarantor of the safety of VITALCORE employees, agents, or subcontractors, including their employees.

5.2 Security During Transportation Off-Site. The County will provide security as necessary and appropriate in connection with the transportation of any inmate between the Facility and other location for offsite services as contemplated herein.

6. OFFICE SPACE, EQUIPMENT, INVENTORY, AND SUPPLIES

6.1 General. The County agrees to provide VITALCORE with office space, facilities, equipment, utilities (including all local telephone costs, but excluding long distance telephone costs which VITALCORE shall reimburse monthly to the County). The County will provide necessary maintenance and housekeeping of the office space and facilities. County shall provide substitute space should the designated facilities be deemed unsafe at any time for any reason. VITALCORE will provide the County with written notice as to any unsatisfactory conditions within a reasonable time not to exceed ten (10) days from the date of inspection. VITALCORE shall have an equipment fund included in VITALCORE's annual budget for this Agreement so as

to allow for the purchase and/or replacement of necessary equipment. If this fund is not utilized each year, the remaining amount will be returned to the County or rolled over to the next year upon VITALCORE receiving the County's consent to do so.

6.2 Delivery of Possession. The County will provide to VITALCORE, beginning at 12:00 AM on June 1, 2025, possession and control of all County medical and office equipment and/or supplies in place at the Facility's health care unit. At the termination of this or any subsequent Agreement, VITALCORE will return to the County possession and control of all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the Facility's health care unit prior to the commencement of services under this Agreement.

6.3 Maintenance of Equipment. The County will continue to maintain all County equipment necessary for the performance of this Agreement by VITALCORE in working order during the term of this Agreement.

6.4 General Maintenance Services. The County will provide for each inmate receiving health care services those same services that are provided by the County for all other inmates at the Facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Contract commences on at 12:00 a.m. on June 1, 2025, and shall be effective through 11:59 p.m. on September 30, 2030 (the "Initial Term"). The first year is defined as June 1, 2025 – September 30, 2026. The second year is defined as October 1, 2026 – September 30, 2027. The third year is defined as October 1, 2027 – September 30, 2028. The fourth year is defined as October 1, 2028 – September 30, 2029. The fifth year is defined as October 1, 2029 – September 30, 2030. The Initial Term of this Agreement may be extended for two (2) additional one (1) year terms, if mutually agreed to in writing and signed by both Parties. Any extension must be agreed to no later than ninety (90) days prior to the termination of the then-existing term.

7.2 Termination General. This Agreement may be terminated as follows: Either VITALCORE and/or the County may terminate this Agreement by providing the non-terminating party with written notice one hundred and twenty (120) days prior to the effective date of termination. The exercise of the foregoing right of termination does not alleviate either Party from performing its contractual obligations up through the effective date of termination.

7.3 Termination for Cause. If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice of the breach is issued to the Contractor by the County, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor. In addition to any other remedies provided by law or this Contract, the Contractor shall be

responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

7.4 Termination Immediate. If the County, in its discretion after discussion with VITALCORE staff, determines that the VITALCORE's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor. In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance . which shall be limited to administrative and legal costs, and payment of any increase in the new contract cost from the applicable contract cost in this contract for the remainder of the particular one-year period during which the breach occurs.

If the work to be done under this contract shall be abandoned or delayed by VITALCORE, or if at any time the Sheriff is of the opinion, in writing, that work has been abandoned or delayed by VITALCORE, the County may terminate the contract or any part thereof if VITALCORE fails to resolve the matter within one day of Genesee County's notice.

7.5 Termination for Lack of Funding. If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination with written notice not less than one hundred and twenty (120) days prior to the effective date of termination. The County shall pay for all work properly performed up to the effective date of the notice of termination.

7.6 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Facility will be transferred from VITALCORE to the County.

8. COMPENSATION

8.1 Base Compensation. The County agrees to pay to VITALCORE the annual base price consistent with the following schedule:

- Initial Term – commencing June 1, 2025, through September 30, 2025 – not to exceed \$1,806,717.64, payable in equal monthly installments.
- Year 1 – commencing October 1, 2025, through September 30, 2026 – not to exceed \$5,420,152.91 pending adoption of the 2025-2026 budget, payable in equal monthly installments.
- Year 2 – commencing October 1, 2026, through September 30, 2027 – not to exceed \$5,551,539.66 pending adoption of the 2026-2027 budget, payable in equal monthly installments.
- Year 3 – commencing October 1, 2027, through September 30, 2028 – not to exceed \$5,773,201.24 pending adoption of the 2027-2028 budget, payable in equal monthly installments.

- Year 4 – commencing October 1, 2028, through September 30, 2029 – not to exceed \$6,003,729.29 pending adoption of the 2028-2029 budget, payable in equal monthly installments.
- Year 5 – commencing October 1, 2029, through September 30, 2030 – not to exceed \$6,243,478.47 pending adoption of the 2029-2030 budget, payable in equal monthly installments.

VITALCORE will invoice the County thirty (30) days prior to the month in which services are rendered. The County agrees to pay VITALCORE on the first day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month or year, the compensation to VITALCORE will be prorated accordingly.

8.2 Adjustment to Price. Should the County and VITALCORE mutually agree, in writing, to a change in the scope of the program during the contract term, then VITALCORE will be allowed to adjust the contract price as mutually agreed.

8.3 Inmates from Other Jurisdictions. Medical care rendered within the Facility to inmates from other jurisdictions housed in the Facility pursuant to contracts between the County and such other jurisdictions will be the responsibility of VITALCORE, as limited by Section 1.7. VITALCORE will arrange for medical care that is not rendered in the Facility, but VITALCORE shall have no financial responsibility for such services rendered outside the Facility.

8.4 Changes in the Law. Standard of Care or Scope of Services. The prices in Sections 8.1 reflect the scope of services as outlined herein and the current community standard of care with regard to health care services. Should there be any change in or modification of inmate distribution, standards of care, scope of services, cost of goods or services, available workforce reserve that results in material increase in costs, or if any statute, rule or regulation is passed or any order issued or any statute or guideline adopted materially increasing the cost to VITALCORE of providing health care services hereunder, the increased costs related to such change or modification are not covered in this Agreement and will be negotiated with the County.

8.5 Payment. If the County fails to make any payment to VITALCORE hereunder within thirty (30) days following VITALCORE's notice to the County of non-payment, VITALCORE, among any other rights and remedies pursuant to this Agreement or otherwise available at law or in equity, shall have the right to terminate this Agreement immediately. Failure to terminate this Agreement shall not waive any breach of this Agreement. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

9. LIABILITY AND MANAGEMENT

9.1 Insurance. At all times during this Agreement, VITALCORE shall maintain the following insurance coverage types and amounts:

- Workers' Compensation at the Michigan statutory limits;
- Employers' Liability Coverage in the minimum amount of one hundred thousand dollars (\$100,000) per accident/disease with a five hundred thousand dollar (\$500,00) policy limit per disease including Premises/operations;
- General Liability in the minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate including Products/Completed Operations and Contractual Liability;
- Professional Liability (med mal) covering VITALCORE, its employees and its officers in the minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate including errors and omissions;
- Automobile Liability in the minimum amount of one million dollars (\$1,000,000) combined single limit each accident Owned, Hired, Non-owned; and
- Umbrella liability/Excess Coverage in the minimum amount of two million dollars (\$2,000,000) BI & PD and PI.
- See Genesee County Insurance Checklist for more information.

VITALCORE shall provide certificates demonstrating coverages, when requested. In the event coverage changes, VITALCORE shall notify the County in writing. VITALCORE shall also notify the County, in writing, of any reduction in policy amounts or cancellation of insurance coverage.

9.2 Lawsuits Against the County. In the event that any lawsuit (whether frivolous or otherwise) is filed against either the County, its employees, its elected officials, employees and agents based on or containing allegations concerning medical care of inmates or on the performance of VITALCORE's employees, agents, subcontractors or assignees, the Parties agree that VITALCORE, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as defendants in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the Parties to this Agreement from joining the remaining Parties hereto as defendants in lawsuits filed by third parties.

9.3 Indemnify and Hold Harmless. VITALCORE agrees to indemnify, defend, and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the presence of VITALCORE personnel, agents, subcontractors, or assignees on County property or the operation and maintenance of the health care services as conducted by VITALCORE employees or agents, it being the express understanding of the Parties that VITALCORE shall provide the actual health care services, and have complete responsibility for such health care services provided by its employees or agents and any lawsuit arising solely out of such delivery of health care. The County shall immediately notify VITALCORE of any incident, claim, and/or lawsuit concerning the medical care of inmates and/or on the performance of VITALCORE's employees, agents, subcontractors, or assignees relevant to its obligations under the instant contract, and shall fully cooperate in the defense of such claim, but VITALCORE shall retain sole control of the defense while the action is pending. VITALCORE shall immediately notify the County of any incident, claim, and/or lawsuit concerning the medical care of inmates and/or on the

performance of VITALCORE's employees, agents, subcontractors, or assignees relevant to its obligations under the instant Agreement.

9.4 Audit Rights. VITALCORE certifies that all information provided to the County by the VITALCORE relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. VITALCORE further certifies that its accounting system conforms to generally accepted accounting principles.

10. MISCELLANEOUS

10.1 Independent Contractor Status. The parties acknowledge that VITALCORE and its agents and employees are independent contractors and not employees of the County. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

10.2 Assignment and Subcontracting. VITALCORE shall not assign or subcontract this Agreement to any other corporation without the express written consent of the County, which shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement and any attachments as incorporated herein. Any assignment or subcontract shall not relieve VITALCORE of its independent obligation to provide the services and to be bound by the requirements and duties of this Agreement.

10.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

(a) County Contract Administrator
Genesee County Sheriff's Office
Attention: Captain David Kennamer
1002 South Saginaw Street, Flint, MI 48502

With a copy to:
Genesee County Risk Manager
1101 Beach Street, Flint, MI 48502

(b) Contractor: VitalCore Health Strategies, LLC
Attention: Viola Riggini, CEO
VitalCore Health Strategies, LLC
719 S.W. Van Buren, Suite 100
Topeka, Kansas 66603
(785) 246-6840

Notices shall be effective upon receipt.

10.4 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Michigan. Any cause of action must be brought in a court of competent jurisdiction in Genesee County, Michigan.

10.5 Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

10.6 Amendment and Modification. This Agreement may only be amended and/or revised through mutual assent evidenced by written agreement signed by both Parties. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by authorized representatives.

10.7 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10.8 Force Majeure. Neither Party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane, explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

10.9 Trial Duty. VITALCORE personnel may be required to appear in court or court proceedings as those appearances relate to VITALCORE's conduct or duties under this Agreement. The wages and fringe costs of those appearances shall be borne by VITALCORE. The County shall be responsible for reasonable costs of substitute personnel to fill positions, which may be left vacant due to such court or trial appearance requirements.

10.10 Freedom of Information Act. This Agreement and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, et seq., known as the "Freedom of Information Act".

10.11 Subpoena Power. The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Agreement.

10.12 Headings. The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

10.13 Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

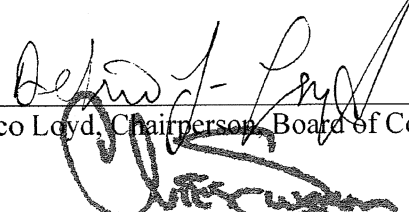
10.14 Interpretation. Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

10.15 Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

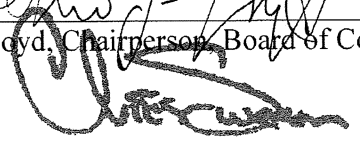
10.16 Entire Agreement. This Agreement shall constitute the complete understanding and entire Agreement between the parties with respect to the terms and conditions set forth herein, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been between the Parties and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions, request for proposal, proposal, purchase order, acknowledgment, or other written form. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded by this Agreement. In the event of a conflict between this Agreement and any attachment, the terms of this Agreement shall control.

IN WITNESS WHEREOF, by authorized agents, the Parties execute this Agreement in their official capacities with legal authority to do so.

THE COUNTY OF GENESEE, MICHIGAN

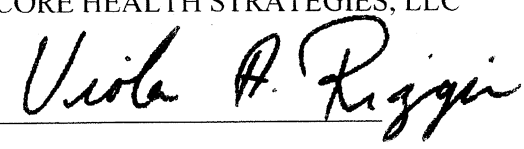
BY: 
Delrico Loyd, Chairperson, Board of Commissioners

DATE: 5-28-2025

BY: 
Christopher Swanson, Genesee County Sheriff

DATE: 5-28-2025

VITALCORE HEALTH STRATEGIES, LLC

BY: 
Viola Riggins, Chief Executive Officer

DATE: 5/29/2025