

0522

INTRODUCED BY: COUNCIL MEMBER (s) Hendrickson

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR HEALTH CARE SERVICES – JAIL FACILITY 2019; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 **BID NAME**

12 Health Care Services – Jail Facility 2019

13 NUMBER OF BIDS RECEIVED

14 2

15 DATE OF BID OPENING

16 11-20-2018

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of the Sheriff has determined that certain bids and proposals represent the best

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FILED
DEC 12 2018

RANDY B. HOLMAN
COUNTY CLERK, JEFFERSON COUNTY, MO

1 bid for the respective items or services and met the bid or proposal specifications issued by
2 the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to VitalCore Health Strategies for a term
5 from 1-1-19 to 12-31-19 upon approval by the County Council and County Executive for
6 **up to \$596,000.00 per term, for total amount not to exceed \$596,000.00 for the term,**
7 subject to budgetary limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
9 **AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
12 bidding for each respective item or service as follows:

13 BID NAME

14 Health Care Services – Jail Facility 2019

15 TERM

16 1-1-19 to 12-31-19

17 with one (1) one-year renewal option

18 Upon approval by the County Council and County Executive

19 AMOUNT

20 **Up to \$596,000.00 per term,**

21 **for total amount not to exceed \$596,000.00 for the term,**

1 as per the "Annual Allocation Year 1" amount shown in the table
2 included as part of the proposal attached hereto,
3 subject to budgetary limitations

4 **AWARDED BIDDER**

5 VitalCore Health Strategies

6 The Jefferson County, Missouri, Council hereby authorizes the County Executive
7 to execute the agreement attached hereto and incorporated herein by Reference as Exhibit
8 "A" and any agreements or contracts necessary to effectuate the award of the bids and
9 proposals set forth in this Ordinance. The County Executive is further authorized to take
10 any and all actions necessary to carry out the intent of this Ordinance.

11 **Section 3.** Copies of all Invitations for Bid, Requests for Proposals, responses
12 thereto, and any contracts or agreements shall be maintained by the Department of the
13 County Clerk consistent with the rules and procedures for the maintenance and retention
14 of records as promulgated by the Secretary of State.

15 **Section 4.** This Ordinance shall be in full force and effect from and after its
16 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
17 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Phil Hendrickson	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Yes</u>
Council Member District 5, Daniel C. Darian	<u>Absent</u>
Council Member District 6, Daniel Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 10th DAY OF December, 2018:

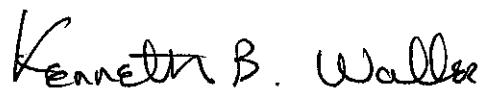
✓ PASSED FAILED


Don Bickowski, County Council Chair


Pat Schlette, Council Executive Assistant

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 11th DAY OF December, 2018.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2018.

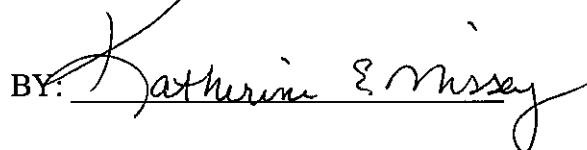


Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:



Randy B. Holman, County Clerk



Reading Date: 12-10-2018

AGREEMENT FOR INMATE HEALTH CARE SERVICES AT JEFFERSON COUNTY, MISSOURI

This Agreement for Inmate Health Care Services (hereinafter the "AGREEMENT") entered into by and between Jefferson County, Missouri, (hereinafter the "COUNTY") acting by and through its duly elected County Council and County Executive, (hereinafter the "COUNSEL/EXECUTIVE") and VITALCORE Health Strategies, LLC (hereinafter "VITALCORE").

RECITALS

WHEREAS, the COUNTY is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Jefferson COUNTY Detention Center located at 510 First Street, Hillsboro, Missouri 63050 (hereinafter "JAIL"); and

WHEREAS, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the JAIL (hereinafter "JAIL POPULATION") in accordance with applicable law; and

WHEREAS, VITALCORE is a recognized vendor of these services and desires to provide them to COUNTY; and,

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

WHEREAS, COUNTY conducted negotiations and determined the best interests of COUNTY will be served by awarding a contract to VITALCORE to provide these services;

WHEREAS, the objective of the parties is to jointly operate common healthcare services at the JAIL; and

WHEREAS, the COUNTY has determined that contracting with VITALCORE is likely to stabilize health care costs, improve quality of care and access to care; and

WHEREAS, VITALCORE is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the JAIL POPULATION under the terms and conditions hereof.

THEREFORE, in consideration of the mutual agreements contained below, COUNTY and VITALCORE contract as follows:

CONTRACT DOCUMENTS

The contract between COUNTY and VITALCORE consists of:-

1. The RFP (18-0078) and any amendments and/or addenda thereto;
2. VITALCORE's entire proposal submitted on or about November 20, 2018, 2018 in response to the RFP, and amendments, addenda, modifications and/or clarifications thereto, including the entirety of VITALCORE's submissions; and
3. This agreement.

In the event that any conflict between the provisions of this agreement, RFP 18-0078, or VITALCORE's Bid Proposal, the provisions of this Agreement shall prevail over conflicting provisions of the RFP and of VITALCORE's Bid Proposal, and the provisions of the RFP shall prevail over any conflicting provisions of VITALCORE's Bid Proposal.

TERM

The term of this contract shall be one year and shall begin January 1, 2019 and shall terminate December 31, 2019. There shall be an option for an additional one-year renewal as negotiated by the parties.

PAYMENT

Payments shall be based on VITALCORE'S Cost Proposal, contained in VITALCORE'S Bid Proposal

Payments to VITALCORE on an annual basis shall be made in twelve (12) monthly payments pursuant to a billing statement submitted by VITALCORE. Monthly invoices from VITALCORE shall be submitted on or before the fifth of each month prior to the month of service.

JAIL CENSUS UP TO 350

- Year One: \$595,632.00
- Year Two: \$607,544.00

JAIL CENSUS UP TO 499

- Year One: \$618,632.00
- Year Two: \$631,004.00

MODIFICATIONS

This agreement may only be modified by the mutual written agreement of the parties.

DEFINITIONS

CONTRACT YEAR - The initial and any successive, twelve (12) month period beginning with the effective date of the AGREEMENT.

COUNTY INMATES/DETAINEES - An INMATE/DETAINEE held under the jurisdiction of the COUNTY. COUNTY INMATES/DETAINEES may be housed in the JAIL or in another correctional facility. However, the provisions of this AGREEMENT do not cover COUNTY INMATES / DETAINEES housed in another jurisdiction unless VITALCORE administers health care services at the other jurisdiction's facility and is specifically set forth below.

COVERED PERSON - An INMATE /DETAINEE of the JAIL who is: (1) part of the JAIL's population; (2) FIT FOR CONFINEMENT; and (3) incarcerated in the JAIL.

DETAINEE - An adult individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

FIT FOR CONFNEIMENT - A determination made by a VITALCORE authorized physician or HEALTH CARE STAFF, and/or health-trained JAIL staff that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the JAIL. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

HEALTH CARE STAFF - Medical, mental health and support staff provided or administered by VITALCORE.

VITALCORE CHIEF MEDICAL OFFICER - VITALCORE's Chief physician who is vested with certain decision-making duties under this AGREEMENT.

INMATE - An adult individual who is being incarcerated for the term of his or her adjudicated sentence.

JAIL CENSUS-The number of COVERED PERSONS held in the JAIL, as determined on a quarterly basis, by deriving an average monthly count for the preceding three (3) months.

SPECIALTY SERVICES - Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, but excluding services that are otherwise provided for in this AGREEMENT.

ARTICLE 1 **HEALTH CARE SERVICES**

1.1 SCOPE OF SERVICES. VITALCORE shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by VITALCORE or the COUNTY as set forth in this Article.

1.2 GENERAL HEALTH CARE SERVICES. VITALCORE will arrange and bear the cost of the following general health care services:

1.2.A. **INTAKE SCREENING and ASSESSMENT.** A qualified healthcare professional shall review the intake medical questionnaire within 4 hours of intake, for medical clearance as fit for confinement.

1.2.B. **HEALTH ASSESSMENT.** A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC/ACA standards.

1.2.C. **SCHEDULED SICK CALL.** A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting at a minimum of 7 days per week. A qualified healthcare professional will review all inmate medical requests twice per day, 7 days per week, and triage for urgent care needs. Inmate medical requests will be addressed based within timeframes indicated by medical need, but in all cases within 48 hours of the request.

1.2.D. **DETOX SUPERVISION and TREATMENT.** A qualified healthcare professional will prescribe a course of treatment and supervision for detainees who are experiencing intoxication or withdrawal from alcohol or other drugs.

1.3 AMBULANCE SERVICE. VITALCORE shall arrange emergency ambulance services for COVERED PERSONS. Costs for ambulance services shall be responsibility of the COVERED PERSON, and any costs incurred by VITALCORE will be billed to the COVERED PERSON.

1.4 BODY CAVITY SEARCHES, COLLECTION OF PHYSICAL EVIDENCE. VITALCORE HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.). except within guidelines established by the National Commission on Correctional Health Care (NCCHC). If VITALCORE HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and shall bear the cost of collection and testing the collected evidence and any associated staffing costs for VITALCORE HEALTH CARE STAFF to provide court-related testimony. After collecting evidence, VITALCORE HEALTH CARE STAFF shall turn the specimen over to the COUNTY or a court-designated

representative for completion of chain-of-custody evidence.

- 1.5 COMMUNICABLE DISEASES. All detainees will be screened for communicable diseases, including but not limited to, tuberculosis, skin rashes, and other diseases of the skin. VITALCORE shall provide policies and procedures to the COUNTY for isolation, decontamination and notification of the Missouri Department of Health Infectious Disease Bureau.
- 1.6 DENTAL. VITALCORE shall arrange dental evaluations, screenings and hygiene instructions to inmates via mobile dental services. Services will be provided one time per month, for 8 hours at a time, for a total of 8 hours of dental services per month. Referrals for off-site dental care will be managed by the Health Services Administrator. Costs for all off-site dental services shall be the responsibility of the COUNTY.
- 1.7 ELECTIVE MEDICAL CARE - NOT COVERED. VITALCORE shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of VITALCORE's CHIEF MEDICAL OFFICER or designee cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.8 HOSPITALIZATION. VITALCORE will arrange hospitalization related to medical services for a COVERED PERSON who in the opinion of the treating physician and/or VITALCORE's CHIEF MEDICAL OFFICER or designee, requires hospitalization. The COUNTY shall pay any offsite services/hospitalization expense/costs incurred for COVERED PERSONS assigned to the Jefferson County Jail if approved by the COUNTY pursuant to Section 221.120, RSMo. Otherwise, those expenses/costs shall be the responsibility of the COVERED PERSON pursuant to said Section.

1.10 LONG TERM CARE - NOT COVERED. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long-term care facility, VITALCORE shall not be responsible for the provision or cost of any such care.

1.11 MEDICAL EQUIPMENT OVER \$100. In the event that the Parties mutually agree that medical equipment in excess of \$100 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, VITALCORE shall not be responsible for the cost of such medical equipment.

1.12 MEDICAL SUPPLIES/EQUIPMENT OF \$100 OR LESS. VITALCORE shall provide medical supplies (i.e., alcohol prep pads, syringes, etc.) and equipment (i.e., thermometers, scales, etc.) required to administer the terms of the AGREEMENT, which have a unit cost of \$100 or less, but does not include office and paper supplies.

1.13 MEDICAL WASTE. VITALCORE shall arrange for removing and properly disposing of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards. VITALCORE shall be responsible for all costs for removing and properly disposing of medical waste material in fulfilling this obligation.

1.14 OFFICE EQUIPMENT - NOT COVERED. VITALCORE shall not be responsible for the provision or cost of any office equipment. The COUNTY shall be responsible for providing office equipment such as copier and phone service required for the administrative operation of the medical unit.

1.15 OFFICE SUPPLIES. VITALCORE shall be responsible for providing office supplies such as paper, books, medical record folders, ink cartridges and forms as required for the administrative operations of the medical unit. Costs incurred by VITALCORE shall be included in VITALCORE's management expenses.

1.16 PATHOLOGY/RADIOLOGY SERVICES. VITALCORE shall arrange all pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a VITALCORE physician for COVERED PERSONS. VITALCORE shall arrange on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, VITALCORE shall make appropriate arrangements for rendering offsite pathology and radiology care. VITALCORE will arrange and coordinate with the COUNTY for transportation for pathology and radiology off-site services. Costs for off-site pathology and radiology services shall be responsibility of COUNTY, and any costs incurred by VITALCORE will be billed to COUNTY at cost.

1.17 PHARMACY SERVICES

1.17.A GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized appropriately licensed or certified health care provider. VITALCORE shall provide monitoring of pharmacy usage as well as a Preferred Medication List.

1.17.B PRICING. VITALCORE shall bill COUNTY for actual prescription and OTC pharmaceuticals.

1.18 PREGNANT COVERED PERSONS. VITALCORE shall arrange on-site health care services for any pregnant COVERED PERSON in accordance with NCCHC standards and this AGREEMENT, but VITALCORE shall not arrange any health care services for infants. Off-site health care services for any pregnant COVERED PERSON shall be in accordance with SPECIALTY SERVICES as set forth herein in Paragraph 1.19.

1.19 SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES VITALCORE shall arrange SPECIALTY SERVICES. VITALCORE's authorized physician will make such determination and refer COVERED PERSONS for SPECIALTY SERVICES when in the physician's professional opinion, it is deemed medically necessary. VITALCORE's authorized personnel will make a recommendation and obtain approval from the COUNTY for SPECIALTY SERVICES prior to arranging for SPECIALTY SERVICES. VITALCORE shall arrange on-site SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, VITALCORE shall make appropriate arrangements for rendering off-site care. In the event that SPECIALTY SERVICES are rendered off-site but do not require hospitalization, VITALCORE will arrange only if the VITALCORE CHIEF MEDICAL OFFICER or designee approves off-site SPECIALTY SERVICES. Costs for off-site specialty services shall be responsibility of COUNTY, and any actual costs incurred by VITALCORE will be billed to COUNTY.

1.20 SUICIDE PREVENTION. A qualified mental health professional shall be available on-call 24 hours a day, 7 days per week, including holidays, to assess a detainee's level of suicide risk, and provide recommendations for monitoring or treatment to ensure health and safety. VITALCORE will consult with the COUNTY's designee to review the suicide prevention policies and procedures to meet NCCHC standards.

1.21 TRANSPORTATION (Non-Emergency). VITALCORE will coordinate with COUNTY to obtain COUNTY-provided transportation and security for any off-site services. VITALCORE will advise security and transport staff of any health measures, precautions, and prohibitions necessary to protect staff and COVERED PERSONS during transport and treatment off-site, and provide any necessary medical equipment or protective gear.

ARTICLE II **HEALTH CARE STAFF**

2.1. STAFFING HOURS. VITALCORE shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I. VITALCORE reserves the right to assign the staffing to shift coverage as necessary based on operational needs to provide the health care services under this AGREEMENT.

2.1.A Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.

2.1.B VITALCORE shall provide or arrange for the provision of an on-call Physician and/or Nurse Practitioner available by telephone or pager, 24 hours per day and 7 days per week.

2.1.C VITALCORE's Health Services Administrator (HSA), Regional Director of Clinical Services and a mental health practitioner will be available by telephone or pager 24 hours per day and 7 days per week.

2.2. STAFFING LEVELS. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be agreed to by the COUNTY and VITALCORE. Such agreements shall be in writing between the parties unless an emergency situation warrants a verbal agreement, which shall be subsequently and promptly documented in writing.

2.3. STAFF SCREENING. The COUNTY shall screen VITALCORE's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The COUNTY shall have final approval, which shall not be unreasonably withheld, of VITALCORE's HEALTH CARE STAFF, employees, agents and/or subcontractors, related to security/background clearance.

2.4. SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the COUNTY becomes dissatisfied with any member of the HEALTH CARE STAFF, the COUNTY shall provide VITALCORE written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, VITALCORE shall use reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the COUNTY within ten (10) business days following VITALCORE's receipt of the notice, VITALCORE shall remove the individual from providing services at the JAIL within a reasonable time frame, considering the effects of such removal on VITALCORE's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The COUNTY reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time, which revocation shall result in immediate removal from the JAIL.

ARTICLE III BEHAVIORAL HEALTH SERVICES

- 3.1 LICENSED MENTAL HEALTH PROFESSIONALS. VITALCORE will recruit and assist the COUNTY to obtain the services of a qualified and appropriately licensed Mental Health Professional. VITALCORE will recruit and assist the COUNTY to obtain a qualified and appropriately licensed or certified mental health professional to work at the jail for a minimum of 4 days per week, for a weekly minimum of 16 hours per week.
- 3.2 TWENTY-FOUR HOUR ON-CALL. VITALCORE will provide 24 hour, 7-day per week on-call mental health provider availability.

- 3.3 **INTAKE SCREENING.** A qualified mental health professional will screen and assess detainees within 48 hours of admission to identify any mental health or substance abuse issues.
- 3.4 **MENTAL STATUS ASSESSMENT.** A qualified mental health professional will conduct a mental status examination of detainees with mental health issues within 72 hours of admission, record a provisional diagnosis, and plan for treatment needed, if any.
- 3.5 **MENTAL HEALTH ASSESSMENT.** A qualified mental health professional will complete a mental health assessment of detainees with mental health issues within 14 days of admission, and provide or revise a treatment plan where indicated, including identification of monitoring methods and time and manner of reassessment.
- 3.6 **MONITORING of INMATES in SEGREGATION.** Recognizing that segregation of detainees/inmates for any reason implicates mental health, VITALCORE will assist and consult with the Jail Administrator or his designee to ensure appropriate monitoring and mental health assessments and services to detainees/inmates in segregation.
- 3.7 **SUICIDE PREVENTION.** VITALCORE will provide suicide prevention services as set forth in Par. 1.20 above.
- 3.8 **TRAUMA INFORMED CARE.** VITALCORE will ensure that all behavioral health providers at the Jail are trained to provide trauma informed care.
- 3.9 **TREATMENT TEAM MEETINGS.** VITALCORE will conduct treatment team meetings in order to provide for the on-going provision of quality services to detainees/inmates.
- 3.10 **COORDINATION of CARE.** VITALCORE will ensure that care provided at the Jail by mental health providers is coordinated with a detainee or inmate's community mental health provider, and that a plan for discharge services in the community is developed for all detainees or inmates with treatment plans.

ARTICLE IV **ADMINISTRATIVE SERVICES**

- 4.1 **UTILIZATION MANAGEMENT.** VITALCORE shall provide utilization management services and administer medical claims processing for the offsite medical services; pharmacy services administered by VITALCORE as set forth in Article I on behalf of the COUNTY. VITALCORE will follow applicable state laws, and make reasonable efforts to obtain provider discounts, and will keep the COUNTY apprised of its utilization management practices.
- 4.2 **HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING.** VITALCORE shall conduct an ongoing health and mental health education and training program for the Jailers in accordance with the needs mutually established by the COUNTY and VITALCORE. Staff training shall be provided by methods determined by VITALCORE, and shall include semi-annual trainings on the following topics: identification of indicators of suicidal potential, suicide prevention, CPR, first aid, protection of confidentiality of individual health information, inmate medical

request policies and procedures, and protocols for protection from infectious and communicable diseases. Training on other topics shall be provided by methods and intervals determined by VITALCORE.

- 4.3 **WEEKLY REPORTS.** VITALCORE shall provide weekly reports to the Jail Administrator, in a format agreed upon with VITALCORE.
- 4.4 **QUARTERLY REPORTS.** As requested by the COUNTY, VITALCORE shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION.
- 4.5 **QUARTERLY MEETING.** As requested by the COUNTY, VITALCORE shall meet quarterly, or as soon thereafter as possible, with the COUNTY or designee concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 4.6 **MEDICAL RECORDS MANAGEMENT.** VITALCORE shall provide the following medical records management services:
 - 4.6.A. **MEDICAL RECORDS.** VITALCORE HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL 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 the JAIL, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the COUNTY, as property of the COUNTY.
 - 4.6.B. **COMPLIANCE WITH LAWS.** Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal policy, statute or regulation.
 - 4.6.C. **RECORDS AVAILABILITY.** As needed to administer the terms of this AGREEMENT, VITALCORE shall make available to the COUNTY, unless otherwise specifically prohibited, upon the COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.
- 4.7 **ELECTRONIC MEDICAL RECORDS SYSTEM.** COUNTY shall implement an electronic medical records (EMR) system, and will be responsible for all costs associated with its installation, operation and upkeep of the system for the term of this agreement, including any extensions. COUNTY shall make available to VITALCORE its network and internet access to operate the EMR. Upon termination of this AGREEMENT, VITALCORE will provide COUNTY with a data file including all medical records in its possession.

ARTICLE V
PERSONS COVERED UNDER THIS AGREEMENT

- 5.0 GENERAL. Except as otherwise provided in this AGREEMENT, VITALCORE shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.
- 5.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. VITALCORE shall arrange for on-site first response emergency medical care as required for JAIL employees, VITALCORE employees and visitors to the JAIL. 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.
- 5.2 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that VITALCORE is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. 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 under the jurisdiction of the JAIL, including, but not limited to, releasees, parolees, and escapees.
- 5.3 TUBERCULIN TESTING AND HEPATITIS VACCINATIONS. VITALCORE will provide skin tuberculin testing for VITALCORE and JAIL staff upon hire and on an annual basis, and will provide hepatitis vaccinations for VITALCORE and JAIL staff upon hire. Supplies and serum for JAIL staff shall be billed to COUNTY as described in Sections 1.12 and 1.17.

ARTICLE VI
PERSONS NOT COVERED OR PARTIALLY COVERED
UNDER THIS AGREEMENT

- 6.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. VITALCORE shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from the JAIL, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES. VITALCORE shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the JAIL (i.e. non-indigent work release INMATES/DETAINEES).
- 6.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. VITALCORE shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the JAIL 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 JAIL. 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 intake by an arresting

agency with a life-threatening injury or illness or in immediate need of emergency medical care. VITALCORE shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agent, VITALCORE or their designee. VITALCORE shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

ARTICLE VII **COSTS OF SERVICES NOT COVERED UNDER THIS AGREEMENT**

- 7.1 **SERVICES NOT LISTED.** Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. VITALCORE shall not be responsible for any expenses not specifically covered under this AGREEMENT. In the event that any of the health care services not covered by VITALCORE under this AGREEMENT or any services that are not listed within this AGREEMENT, are required for a member of the JAIL POPULATION as a result of the medical judgment of a physician or VITALCORE authorized personnel, VITALCORE shall arrange for such services and the cost of such services shall be billed directly to the COUNTY.
- 7.2 **SERVICES BEYOND THE SCOPE OF THIS AGREEMENT.** Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrence, in the unlikely event of an occurrence such as an Act of God, riots, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or their employees, agents or VITALCOREs, which results in medical care for the JAIL POPULATION, JAIL staff, visitors, or VITALCOREs, VITALCORE shall not be responsible for costs attributable to such catastrophic event. Notwithstanding the above, VITALCORE shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by VITALCORE.

ARTICLE VIII **COUNTY'S DUTIES AND OBLIGATIONS**

- 8.1 **COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS.** The COUNTY, JAI, and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"), the HI TECH Act and any State health information privacy laws, to the extent they are applicable. The COUNTY shall implement policies and/or procedures in compliance with such laws.
- 8.2 **COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE.** VITALCORE shall identify to the COUNTY those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the COUNTY shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.

8.3 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the COUNTY shall provide VITALCORE, at VITALCORE's request, the COUNTY and/or JAIL's records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY or JAIL has control of, or access to, such records). VITALCORE may request such records in connection with the investigation of, or defense of, any claim by a third party related to VITALCORE's conduct or to prosecute a claim against a third party. 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 prior written approval by the COUNTY.

8.4 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTHCARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either VITALCORE or the COUNTY in rendering any health care services to the JAIL POPULATION provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards.

8.5 SECURITY OF THE JAIL AND VITALCORE. 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 the JAIL POPULATION and COUNTY's staff, consistent with a correctional setting. The COUNTY shall provide security sufficient to enable VITALCORE, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. VITALCORE, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the COUNTY while at the JAIL or other premises under the COUNTY's direction or control. However, any VITALCORE HEALTH CARE STAFF, employee, agent and/or subcontractor may at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. VITALCORE shall not be liable for any loss or damages resulting from VITALCORE's HEALTH CARE STAFF, employees, agents and/or subcontractor's failure to provide medical services due to insufficient security services.

8.6 COUNTY'S POLICIES AND PROCEDURES. VITALCORE, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S security Policies and Procedures, which impact the provision of medical services.

8.6.A. A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by VITALCORE at the JAIL, and VITALCORE may request a reasonable number of copies from the COUNTY,

8.6.B. Any Policy and Procedure that may impact the provision of health care services to the JAIL POPULATION, which has not been made available to VITALCORE, shall not be enforceable against VITALCORE unless otherwise agreed upon by both parties.

8.6.C. Any modification of the Policies and Procedures shall be timely provided to VITALCORE. VITALCORE, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to VITALCORE.

8.6.D. If any of the COUNTY's Policies and Procedures specifically relate to the delivery of medical services the COUNTY's representative and VITALCORE shall review the COUNTY's Policies and Procedures and modify those provisions that conflict with VITALCORE's Jail Health Care Policies and Procedures. The parties shall collaborate in harmonizing policies in accordance with this paragraph.

8.7 **DAMAGE TO EQUIPMENT.** VITALCORE shall not be liable for loss of or damage to equipment and supplies of VITALCORE, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY's employees.

8.8 **SECURE TRANSPORTATION.** The COUNTY shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization pathology and radiology services as requested by VITALCORE. VITALCORE shall coordinate with the COUNTY for transportation to and from the off-site services provider or hospital as provided in 1.9 above.

8.9 **NON-MEDICAL CARE OF JAIL POPULATION.** It is understood that the COUNTY shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. VITALCORE shall not be responsible for providing or liable for failing to provide, non-medical services to the JAIL POPULATION including but not limited to daily housekeeping services, dietary service, building maintenance services, personal hygiene supplies and services and linen supplies.

8.10 **JAIL POPULATION INFORMATION.** In order to assist VITALCORE in providing the best possible health care services to COVERED PERSONS, the COUNTY shall provide, as needed, information pertaining to the COVERED PERSON that VITALCORE and the COUNTY mutually identify as reasonable and necessary for VITALCORE to adequately perform its obligations under this AGREEMENT.

ARTICLE IX **MANAGEMENT FEE**

9.1 **MONTHLY MANAGEMENT FEES.** COUNTY shall pay VITALCORE a monthly management fee under this AGREEMENT as described in Exhibit B.

ARTICLE X **TERM AND TERMINATION**

10.1 **TERM.** The term of this AGREEMENT shall be one (1) year from January 1, 2019 through December 31, 2019. This AGREEMENT may be renewed for one (1) additional one-year option and upon approval of COUNTY. Termination: process for contract termination shall be in accordance with Section P (Page 7 of 15) of the RFP as follows:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.

3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:

- a. If supplier fails to deliver the items required by the contract within the time specified; or
- b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
- c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

10.1.A. **RENEWAL.** Upon each subsequent renewal of this AGREEMENT pursuant to Paragraph , the parties will negotiate an increase based on the Consumer Price Index ("CPI") but not to exceed 4.0% of the annual amount as defined in Paragraph 10.1.8.

10.1.B. **CPI INCREASES.** 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 (as defined below) for the month which is four months immediately preceding the AGREEMENT 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.

10.2 **COMPENSATION, UPON TERMINATION.** If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay VITALCORE for all services rendered by VITALCORE up to the date of termination of the AGREEMENT, subject to county appropriations for this Agreement.

10.3 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this AGREEMENT, VITALCORE shall be allowed to remove from the JAIL any stock medications or supplies purchased by VITALCORE that have not been used at the time of termination. VITALCORE shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms and COUNTY agrees to maintain as confidential all VITALCORE materials, documents or reports marked as confidential or proprietary.

ARTICLE XI
LIABILITY AND RISK MANAGEMENT

11.1 **INSURANCE COVERAGE.** VITALCORE shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT the following coverage and limits of insurance:

11.1.A. **MEDICAL LIABILITY.** Medical Malpractice / Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

11.1.B. **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$ 1,000,000 per occurrence and in the aggregate.

11.1.C **WORKER'S COMPENSATION.** Workers Compensation coverage as required by applicable state law.

11.2 **ENDORSEMENTS.** The Comprehensive General Liability policy shall contain additional endorsements naming the COUNTY as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.

11.3 **PROOF OF INSURANCE.** VITALCORE shall provide the COUNTY proof of professional liability or medical malpractice coverage for VITALCORE's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. VITALCORE shall promptly notify the COUNTY in writing of each change in coverage, reduction in policy amounts or cancellation of insurance coverage.

11.4 **INDEMNIFICATION.** VITALCORE agrees to defend, indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct, or omission of VITALCORE, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. To the extent permitted by law, the COUNTY will be responsible for claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of its agents or employees in the performance of this AGREEMENT. The COUNTY agrees to promptly notify VITALCORE in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY agrees that VITALCORE's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees incurred or effected prior to written notice to VITALCORE as set forth above. Upon written notice of claim, VITALCORE shall take all steps necessary to promptly defend and protect the COUNTY from an indemnified claim, including retention of defense counsel.

11.5 **HIPAA.** VITALCORE, the COUNTY, JAIL, and their employees, agents and subcontractors shall fully comply with and shall implement all necessary policies and/or procedures in order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) as it applies to the services provided under this AGREEMENT. The COUNTY shall indemnify and hold harmless VITALCORE from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY and their employees, and agents, unless such claims are proven to be caused by the negligence or willful misconduct of VITALCORE.

ARTICLE XII
MISCELLANEOUS

12.1 **INDEPENDENT VITALCORE STATUS.** It is mutually understood and agreed, and it is the intent of the parties hereto that an independent VITALCORE 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 to exercise control or direction over the manner or methods by which VITALCORE, its employees, agents or subcontractors perform hereunder, or VITALCORE to exercise control or direction over the manner or methods by which the COUNTY, and its

employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.

- 12.2 **SUBCONTRACTING.** 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 insure 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, medical supplies and other services or supplies that it is required to provide under this AGREEMENT.
- 12.3 **AGENT DESIGNATION.** For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL to pay providers for medical services at certain reduced rates. COUNTY designates VITALCORE as their agent to assert and claim such rights and privileges.
- 12.4 **EQUAL EMPLOYMENT OPPORTUNITY.** VITALCORE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin; place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. 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.
- 12.5 **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.
- 12.6 **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 COUNTY is a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. 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.
- 12.7 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, Acts of God 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.

12.8 **ASSIGNMENT.** Except as otherwise provided herein, no 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 parties. Any unauthorized attempted assignment shall be invalid and of no force or effect.

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

If for VITALCORE:

Viola Riggin

If for COUNTY:

Vickie Pratt

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

12.10 **GOVERNTNG LAW.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Missouri without regard to the conflicts of laws or rules of any jurisdiction.

12.11 **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 than any resolutions necessary; to create such authority have been duly passed and are now in full force and effect.

12.12 **SURVIVAL.** The following provisions will survive any termination or expiration of the AGREEMENT: Article X, Pars. 10.2 and 10.3, and Article XI.

12.13 **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.

12.14 **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

12.15 **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.

1216 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

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

AGREED TO AND ACCEPTED AS STATED ABOVE:

Viola Riggan 12/28/18

Viola Riggan, CEO
Vital Core Health Strategies, LLC

Ken Waller

Ken Waller, County Executive
Jefferson County, Missouri