

APPENDIX A

EMERGENCY AGREEMENT
BETWEEN
MISSISSIPPI DEPARTMENT OF CORRECTIONS
AND
VITALCORE HEALTH STRATEGIES, LLC

COMPREHENSIVE HEALTHCARE SERVICES

THIS EMERGENCY AGREEMENT (hereinafter referred to as "Agreement") is entered into as of this the 5th day of October, 2023 by and between the **Mississippi Department of Corrections** (hereinafter referred to as "MDOC") and **VitalCore Health Care Strategies, LLC** (hereinafter referred to as "VitalCore"). The MDOC and VitalCore are sometimes referred to herein collectively as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, the Parties agree to maintain all language of the Original Novation Contract dated July 1, 2016 and language in Amendments number 1 dated June 17, 2019 and Amendment number 2 dated June 30, 2020 to include services for all the MDOC facilities and funding for staffing to perform Comprehensive Healthcare Services to include Medical, Mental Health, Dental, and the Reception and Diagnostic evaluations and testing by Master's Level Qualified Behavioral Health Professionals. The Parties agree to also abide by all language in the emergency agreements dated August 12, 2020 with 2 amendments October 5, 2020 and September 2, 2021. The second Emergency Agreement dated October 12, 2021, with 2 amendments dated April 21, 2022, and July 13, 2022. The third Emergency Agreement dated January 31, 2023, and;

WHEREAS, the Parties agree that VitalCore will manage all offsite healthcare services, expanding the staffing plan to bring the staffing in compliance with the Department of Justice recommendations, and to incorporate improvements to patient care through the use of advanced onsite Telehealth equipment and to maintain the new Electronic Health Records solution.

NOW THEREFORE, on consideration of mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I THROUGH ARTICLE XI. INCORPORATION OF PREVIOUS TERMS -Article I through Article XI of the Original Novation Agreement between the MDOC and Centurion, dated July 1, 2016, Amendment Number 1 dated June 17, 2019 and Amendment Number 2 dated June 30, 2020 are hereby made part of, and incorporated into this Agreement. Except as provided herein below, the MDOC and VitalCore agree to honor those ARTICLES as written.

ARTICLE XII. NON-WAIVER OF BIDDING RIGHTS - VitalCore shall have the right to offer a competitive proposal on any Request for Proposals for inmate healthcare services released by the MDOC without any prejudice or penalty brought on by the signing of this Agreement between the Parties.

ARTICLE XIV. LIMITS OF LIABILITY - VitalCore shall not be responsible for any work product, grievance, litigation, liability, debt, nor any other inmate health care processes prior to

midnight October 5, 2020. However, VitalCore understands that litigation for declaratory and injunctive relief is pending, and that VitalCore's obligations, duties and responsibilities under this section include, but are not limited to, the duty to defend and indemnify the MDOC and its officials and employees in *Amos v. Taylor*, 4:20-CV-07-DMB-JMV (N.D. Miss.) and *Lang v. Taylor*, 4:20-CV-00030-DMB-RP (N.D. Miss.) after October 6, 2020. VitalCore shall be responsible for any work product, grievance, litigation, liability, debt, or any other inmate health care process based upon its performance of the Original Novation Agreement after October 6 2020, pursuant to Article X of the Agreement with Centurion.

ARTICLE XV. TERM - Notwithstanding ARTICLE VIII TERM AND TERMINATION, of the Original Agreement, VitalCore agree to provide Comprehensive Healthcare Services beginning October 6, 2023 and ending October 5, 2024.

In addition, the MDOC and VitalCore agree to the following contract obligations:

1. The MDOC agrees that all responsibility for offsite services for all MDOC inmates within the scope of this Agreement will continue to transfer from MDOC to VitalCore. The MDOC agrees that part of the per inmate per day rate paid to VitalCore as part of the I/12th payment includes a total of Twelve Million Dollars (\$12,000,000.00) in One Million (\$1,000,000.00) increments to be paid per month for 12 months to cover the cost of all offsite services being provided during the months covered. VitalCore shall provide an itemized accounting of all offsite service events and the actual billing and payment of those events. VitalCore shall promote and obtain contracts for all services to be reimbursed at the Mississippi Medicaid Rate whenever possible for the inmates within the MDOC.
 - a. Any monies saved due to efficiencies resulting from the redesign and cohesive inmate healthcare delivery model and not spent from the Twelve Million Dollars (\$12,000,000.00) which are identified to cover the cost of all offsite services (provided during the months covered) shall be split between VitalCore and the MDOC. The split will be 25% to VitalCore and 75% returned to the MDOC.
2. Payment of Services - The payment for service will be \$14.56 per inmate per day up to a base Average Daily Population (ADP) (guaranteed population floor) of 17,300 inmates. The MDOC agrees to a 4% increase to the per diem, 2 % shall be payable on June 30, 2024 and an additional 2% shall be added to the per diem beginning July 1, 2024 for the remainder of the contract period base on available funds for each fiscal year.
3. Reimbursement for Unfilled Positions - VitalCore will be responsible for maintaining a minimum of 85% of all essential staffing positions statewide and 85% of all non-essential staffing positions statewide as outlined in Attachment A. If staffing falls below 85% VitalCore will reimburse the MDOC 120% of any position's salary (based on the agreed base pay by position as outlined in Attachment A) that has been vacant for 60 days or longer. VitalCore will provide monthly staffing documentation to include employee names, positions and positions numbers. The MDOC Medical Compliance Division will monitor.

4. Emergency Transportation Clinic Vehicles - VitalCore shall provide one vehicle that is available at all times to the MDOC for emergency and collaborative mobile treatment services. It is agreed that VitalCore will own this vehicle, is responsible for the upkeep, proper maintenance and licensing of the vehicle and all equipment for the vehicle. VitalCore will maintain ownership of the vehicle, and it will not revert to the MDOC property upon completion of this contract.

IN WITNESS WHEREOF, the Parties hereto have caused their duly appointed representatives to set forth hands and seals hereto as of the day and year first above written.

MISSISSIPPI DEPARTMENT OF CORRECTIONS


BURL CAIN, COMMISSIONER

cf 09-28-2023
DATE

VITALCORE HEALTH STRATEGIES, LLC


VIOLA RIGGINS, CEO-CO-OWNER

cf 09-28-2023
DATE

EMERGENCY AGREEMENT AMMENDMENT NO 1
BETWEEN
MISSISSIPPI DEPARTMENT OF CORRECTIONS
AND
VITALCORE HEALTH STRATEGIES, LLC

COMPREHENSIVE HEALTHCARE SERVICES

WHEREAS, on October 5, 2022, an Emergency Agreement (the "Agreement") was entered into by and among Mississippi Department of Corrections (MDOC) and VitalCore Health Strategies, LLC, (VitalCore) to provide Health Care Services to the inmates within the Mississippi Department of Corrections facilities.

WHEREAS, MDOC and VitalCore wish to amend that HealthCare Service Agreement dated October 5, 2022 that maintains all language of the Original Novated Contract dated July 1, 2016 and language in Amendments number 1 dated June 17, 2019 and Amendments number 2 dated June 30, 2020 to include services for all MDOC facilities and funding for staffing to perform Comprehensive Healthcare Services to include, Medical, Mental Health, Dental, and the Reception and Diagnostic Evaluations and Testing by Masters level qualified behavioral health professionals, and

WHEREAS, the scope of this new Agreement shall add services to include payment and management of comprehensive healthcare services for Delta Unit and for Alcohol and Drug (A&D) treatment programs throughout Mississippi as described and outlined by facility in Attachment A. Both parties agree to the staffing changes as identified in Attachment A to accommodate the additional services of Delta and A&D services, adjusting staffing positions to bring the staffing into compliance with the Department of Justice recommendations, and incorporating improvement to patient care through expanded services to the female inmate population, and to those incarcerated persons in need of drug and/or alcohol treatment.


IT IS THEREFORE AGREED:

1. Staffing- Staffing positions shall be repurposed to promote onsite services for Delta Unit as outlined in Attachment A-DCCF Unit clinical Staffing to provide 24 hour comprehensive health care 7 days per week.
2. Staffing and Program Enhancement- Staffing positions shall be repurposed to promote drug and alcohol treatment at all facilities as outlined in Attachment A-A&D units staffing plan.
3. Payment of Services -The payment and monies for services do not change to accommodate these added services, and remain as outlined in the October 5, 2022 Emergency Agreement. Any additional expenditures required, including the \$84,771.65, necessary to make the changes in staffing to accomplish services for Delta Unit up to 600 inmates, and to cover the A&D services as outlined in the A&D attachment A, will be the responsibility of VitalCore. No monies will be added to the contract for these changes.
4. Staffing Reimbursement- As the MDOC and VitalCore agreed to hold 41.6 FTE positions in abeyance between November 1, 2022 and February 1, 2023 to determine need for positions and to develop programs for the Delta Correctional Facility, as well as, the Alcohol and Drug Treatment (A&D) Program, all monies for these positions will be reimbursed to the MDOC for the months of November 2022 through January 31, 2023. As of February 1, 2023, VitalCore will be responsible for maintaining a minimum of 85% of all Essential positions and 85%

of all Non-Essential staffing positions as outlined in attachment A. A grace period of 90 days from the effective date of this amendment, for the Delta Unit and for the A&D program is established to accommodate recruitment and overhead costs of starting these two programs. During this grace period VitalCore will reimburse 100% of all hourly rates for any unfilled positions less than 85%. After 90 days, as of May 1, 2023 if staffing at any site falls below 85% VitalCore will reimburse the MDOC 120% of any position's salary (based on the agreed base pay by position as outlined in attachment A) that has been vacant for 60 days or longer. VitalCore will provide monthly staffing documentation to include employee names, positions, and positions numbers.

In witness whereof, the parties have signed this instrument.

Executes on this 11th day of January 2023.



Viola Riggins
CEO Co-Owner
VitalCore Health Strategies, LLC

1-31-2023

Date



Burl Cain
Commissioner
Mississippi Department of Corrections

2/1/22

Date

EMERGENCY AGREEMENT AMENDMENT 1
BETWEEN
MISSISSIPPI DEPARTMENT OF CORRECTIONS
AND
VITALCORE HEALTHCARE STRATEGIES, LLC
COMPREHENSIVE HEALTHCARE SERVICES

ATTACHMENT A – CONFIDENTIAL
STAFFING PLAN

SECOND EMERGENCY AGREEMENT
BETWEEN MISSISSIPPI DEPARTMENT OF CORRECTIONS
AND VITALCORE HEALTH STRATEGIES, LLC
FOR ONSITE INMATE HEALTH CARE SERVICES

THIS SECOND EMERGENCY AGREEMENT ("Second Agreement") is entered into as of this the 5th day of October, 2021 by and between the Mississippi Department of Corrections (hereinafter referred to as "MDOC") and VitalCore Health Care Strategies, LLC ("VitalCore"). The MDOC and VitalCore are sometimes referred to herein collectively as the "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, the MDOC is responsible for the care and control of inmates within its custody, whether incarcerated in state correctional facilities, county regional facilities or privately operated facilities; and

WHEREAS, on July 1, 2016 the MDOC entered into an agreement ("Original Agreement") with Centurion of Mississippi, LLC ("Centurion") through RFP No. 16-009 to provide or arrange for the provision of medical, dental, pharmacy and mental health services for inmates in its custody at the following facilities: Mississippi State Penitentiary ("MSP") at Parchman, Mississippi; Central Mississippi Correctional Facility ("CMCF"), and Youthful Offender Unit ("YOU"), at Rankin County, Mississippi, South Mississippi Correctional Institute ("SMCI"), at Leakesville, East Mississippi Correctional Facility ("EMCF"), at Meridian, Wilkinson County Correctional Facility ("WCCF") at Woodville, Walnut Grove Correctional Facility ("WGCF") at Walnut Grove, and Marshall County Correctional Facility ("MCCF") at Holly Springs, (known as the "Facilities"). The Original Agreement also included responsibilities for services at MDOC's fifteen County Regional Sites, seventeen Community Work Centers; and for minimum security inmates residing at the three male Restitution centers, and the Governor's Mansion (collectively known as the "Satellite Facilities" and Individually as a "Satellite Facility"); and

WHEREAS, the Original Agreement was amended on June 17, 2019 and June 30, 2020; and

WHEREAS, on July 7, 2020 Centurion gave ninety (90) days written notice of termination of the Original Agreement.; and

WHEREAS, due to the short notice of termination, MDOC was faced with the limitations and risks of being without a vendor to provide healthcare services as outlined in the Original Agreement and lacked sufficient time to conduct a fair and competitive procurement process to establish an alternate vendor; and

WHEREAS, on October 6, 2020 MDOC and VitalCore entered an Emergency Agreement ("First Agreement") for Onsite Inmate Healthcare Services; and

WHEREAS, the First Agreement was amended on October 5, 2021 and July 27, 2021.

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, the "Parties" agree as follows:

ARTICLE I THROUGH ARTICLE XI. INCORPORATION OF PREVIOUS TERMS – Article I through Article XI of the Original Agreement between MDOC and Centurion, dated July 1, 2016, Amendment Number 1 dated June 17, 2019 and Amendment Number 2 dated June 30, 2020 are hereby made part of,

and incorporated into this Second Agreement. Except as provided herein below, MDOC and VitalCore agree to honor those ARTICLES as written.

ARTICLE XII. NON-WAIVER OF BIDDING RIGHTS - VitalCore shall have the right to offer a competitive proposal on any RFP for inmate healthcare services released by the MDOC without any prejudice or penalty brought on by the signing of this Second Agreement between the Parties.

ARTICLE XIII. PAYMENT STRUCTURE – Notwithstanding ARTICLE VII COMPENSATION, MDOC agrees to compensate Vital Core at an increased per diem rate of \$8.902568 per inmate per day up to a Base ADP (guaranteed population floor) of 17,300 inmates.

Subsequently, VitalCore and MDOC agree to re-evaluate the payment structure and negotiate an appropriate per inmate per day payment if the cost of healthcare, administration, and litigation defense services exceeds the monthly payment.

ARTICLE XIV. LIMITS OF LIABILITY VitalCore shall not be responsible for any work product, grievance, litigation, liability, debt, nor any other inmate health care processes prior to midnight October 5, 2020. However, VitalCore understands that litigation for declaratory and injunctive relief is pending, and that VitalCore's obligations, duties and responsibilities under this section include, but are not limited to, the duty to defend and indemnify MDOC and its officials and employees in *Amos v. Taylor*, 4:20-CV-07-DMB-JMV (N.D. Miss.) and *Lang v. Taylor*, 4:20-CV-00030-DMB-RP (N.D. Miss.) after October 6, 2020. VitalCore shall be responsible for any work product, grievance, litigation, liability, debt, or any other inmate health care process based upon its performance of the Original Agreement after October 6, 2020, pursuant to Article X of the Agreement with Centurion.

ARTICLE XV TERM. Notwithstanding ARTICLE VIII TERM AND TERMINATION, of the Original Agreement, VitalCore and MDOC agree to provide Onsite Inmate Health Care Services beginning October 6, 2021 and ending October 5, 2022.

ARTICE XVI PERSONNEL. Notwithstanding ARTICLE II HEALTHCARE AND RELATED SERVICES, Section 2.3 Personnel of the Original Agreement, Vital Core shall be responsible for setting up and monitoring offsite healthcare appointments and hospitalizations. It shall remain the responsibility of MDOC to provide payment for said services. To promote offsite patient service stabilization, the staffing plan is hereby increase to include 4.0 FTE (40 hours) LPNs.

Vital Core shall also be responsible for setting up and monitoring offsite health service claims and the addition of 18 FTE.

IN WITNESS WHEREOF, the Parties hereto have caused their duly appointed representatives to set forth hands and seals hereto as of the day and year first above written.

ATTEST:

TITLE:

DATE

[Signature]
Exec. Dep. Commissioner

10/4/21

MISSISSIPPI DEPARTMENT OF CORRECTIONS

BY:

[Signature]
BURL CAN, COMMISSIONER

DATE

10/04/21

ATTEST:

TITLE:

DATE

[Signature]
President of Administration

10/12/2021

VITALCORE HEALTH STRATEGIES, LLC

BY:

[Signature]
VIOLA RIGGINS, CEO-CO-OWNER

DATE

10/12/2021

**FIRST AMENDMENT
BETWEEN MISSISSIPPI DEPARTMENT OF CORRECTIONS
AND VITALCORE HEALTH STRATEGIES, LLC
FOR ONSITE INMATE HEALTHCARE SERVICES**

The Mississippi Department of Corrections ("MDOC") and VitalCore Health Strategies, LLC ("VitalCore") collectively ("the Parties") enter into this First Amendment to the Second Emergency Agreement between the Parties dated October 5, 2021 for Onsite Inmate Healthcare Services.

WHEREAS, MDOC and VitalCore wish to amend that agreement to include services and funding for staffing to perform all Reception and Diagnostic Unit (RDU) evaluations and testing by Master's Level Qualified Behavioral Health positions and intake investigators and ancillary service staff as outlined in Attachment A.

WHEREAS, this RDU function will provide the technical work supporting the clinical reception and diagnostic unit services for Central Mississippi Correctional Facility (CMCF). The work will require production of intake collaborative reports, development of clinical evaluations, psychological testing and evaluation, and a full risk assessment and report to assist with the appropriate classification report for the MDOC.

WHEREAS, MDOC and VitalCore wish to amend that agreement to include services and funding (7.7) positions to provide comprehensive health care services for Walnut Grove Correctional Facility (WGCF). To include 24 hours per day 7 days per week nursing services, as well as, part time practitioner and behavioral health staff according to the staffing plan in Attachment B.

IT IS THEREFORE AGREED:

1. **Contract Obligations** – This First Amendment only amends the addition of responsibility and payments to cover the service costs of WGCF with an effective date of December 1, 2021, and the RDU program at CMCF with an effective date of April 19, 2022.
2. **Staffing** – Staffing Increase to promote onsite RDU evaluation (Attachment A) upon intake and staffing for WGCF in Attachment B.
3. **Payment of Services** – Effective April 1, 2022, the payment will increase for services outlined in this First Amendment and the Second Emergency Agreement from \$8.90 per inmate per day to \$9.11 per inmate per day; and,
 - a. The State shall reimburse the Contractor for any direct costs related to the current State positions as outlined in Attachment A that become vacant and then filled by VitalCore employees. This payment will be added to the monthly financial bill each month with an itemized statement of direct cost for the employee salary and 29% benefits only. Both Parties agree no additional administrative fee, nor profit, will be added to the hourly wage and benefit rate to fill these positions necessary to perform the RDU process.

IN WITNESS WHEREOF, the parties have signed this instrument.

Executed this the _____ day of _____, 2022



Viola Riffin, CEO-Co-Owner
VitalCore Health Strategies, LLC

Date: 4/21/2022



Burl Cain, Commissioner
Mississippi Department of Corrections

Date: 4/21/22

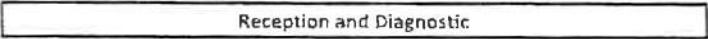
ATTACHMENT A:

VitalCore will take responsibility for managing the positions and work product assigned to current positions at CMCF – RDU- Program State Positions. VitalCore will hire and supervise staff as the positions become vacant under the Vitalcore umbrella. Any monies spent by VitalCore to fill these positions require reimbursement from the State to the Contractor on an hourly basis as part of the monthly invoice above the base payment:

- A. 15 Intake Investigators - 8 filled (Must have bachelor's degree according to State Board)
- B. 3 Intake Investigator Supervisors - 2 filled (Must have bachelor's degree according to State Board)
- C. 1 Assistant Director of Reception Services - 1 filled (Must have bachelor's degree according to State Board)
- D. 4 Psychology Evaluators - 2 filled (Must have Master's in Psychology/Social Work according to State Board)
- E. 2 A&D Counselors - 1 filled (Must have Master's in Addiction Counseling)
- F. 4 Clerical positions - 1 filled (High School diploma)

The new Base Contract payment will include the following additional positions. All additional positions will require funding for immediate recruitment:

- A. 1 Educational testing Coordinator/Psychometrist - 0 filled currently. (Must have bachelor's in psychology/social work according to State Board)
- B. 6 Psychology Evaluators - 0 filled currently (Must have Master's in Psychology/Social Work according to State Board)



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Annual Allocations

Annual Allocation Year 1	
Description Population	
Facility Staffing	\$ 541,824.89
Regional Office Staffing	
IDOC Monitors, CMs, and BG Investigator	
Employee Education	
Lab, Diagnostics, On-Site Services	
Medical Supplies	
Medical and IT Escrow Accounts	
Pharmacy	
Out of Facility Care	
Insurance	
Administration, Overhead and Margin	
VitalCore IT Services, Training, Telehealth, Office Rental, and Misc.	
Total Annual Cost by Population:	

Annual Allocation Year 2	
Description Population	
Facility Staffing	\$ 555,370.51
Regional Office Staffing	\$ -
IDOC Monitors, CMs, and BG Investigator	\$ -
Employee Education	\$ -
Lab, Diagnostics, On-Site Services	\$ -
Medical Supplies	\$ -
Medical and IT Escrow Accounts	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ -
Administration, Overhead and Margin	\$ -
VitalCore IT Services, Training, Telehealth, Office Rental, and Misc.	\$ -
**Total Annual Cost by Population:	
Per Diem Rate	

Annual Allocation Year 3	
Description Population	
Facility Staffing	\$ 569,254.78
Regional Office Staffing	\$ -
IDOC Monitors, CMs, and BG Investigator	\$ -
Employee Education	\$ -
Lab, Diagnostics, On-Site Services	\$ -
Medical Supplies	\$ -
Medical and IT Escrow Accounts	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ -
Administration, Overhead and Margin	\$ -
VitalCore IT Services, Training, Telehealth, Office Rental, and Misc.	\$ -
Total Annual Cost by Population:	\$ 569,254.78

Annual Allocation Year 4	
Description Population	
Facility Staffing	\$ 583,486.15
Regional Office Staffing	\$ -
IDOC Monitors, CMs, and BG Investigator	\$ -
Employee Education	\$ -
Lab, Diagnostics, On-Site Services	\$ -
Medical Supplies	\$ -
Medical and IT Escrow Accounts	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ -
Administration, Overhead and Margin	\$ -
VitalCore IT Services, Training, Telehealth, Office Rental, and Misc.	\$ -
Total Annual Cost by Population:	\$ 583,486.15

Annual Allocation Year 5	
Description Population	
Facility Staffing	\$ 598,073.30
Regional Office Staffing	\$ -
IDOC Monitors, CMs, and BG Investigator	\$ -
Employee Education	\$ -
Lab, Diagnostics, On-Site Services	\$ -
Medical Supplies	\$ -
Medical and IT Escrow Accounts	\$ -
Pharmacy	\$ -
Out of Facility Care	\$ -
Insurance	\$ -
Administration, Overhead and Margin	\$ -
VitalCore IT Services, Training, Telehealth, Office Rental, and Misc.	\$ -
Total Annual Cost by Population:	\$ 598,073.30

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% Increase From Year 4
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Annual Allocations

**SECOND AMENDMENT
BETWEEN THE MISSISSIPPI DEPARTMENT OF CORRECTIONS
AND VITALCORE HEALTH SERVICES, LLC
FOR ONSITE INMATE HEALTHCARE SERVICES**

The MISSISSIPPI DEPARTMENT OF CORRECTIONS ("MDOC") and VITALCORE HEALTH STRATEGIES, LLC ("VitalCore") entered into a Second Emergency Agreement for Onsite Inmate Healthcare Services (the "Second Agreement") on October 5, 2021 and issued a First Amendment dated April 21, 2022.

WHEREAS, MDOC and VitalCore wish to amend that Second Agreement that maintains all language of the Original Novated Contract dated July 1, 2016 and language in Amendments number 1 dated June 17, 2019 and Amendment number 2 dated June 30, 2020 to include services and funding for staffing to perform Comprehensive Healthcare Services to include Medical, Mental Health, Dental, and the Reception and Diagnostic evaluations and testing by Master's Level Qualified Behavioral Health, and;

WHEREAS, MDOC and VitalCore agree that the scope of services and the facilities serviced will remain the same as outlined in the Original Novated Contract dated July 1, 2016 and language in Amendments number 1 dated June 17, 2019 and Amendment Number 2 dated June 30, 2020, and;

WHEREAS, the scope of this Second Amendment shall add services to include payment and management of all offsite healthcare services, expanding the staffing plan to bring the staffing into compliance with the Department of Justice recommendations, and incorporating improvement to patient care through use of advanced onsite Telehealth equipment, and a new Electronic Health Record.

IT IS THEREFORE AGREED:

1. Contract Obligations – This Second Amendment transfers the responsibility of offsite services for all inmates within the scope of this agreement from MDOC to VitalCore. VitalCore will be paid as part of the 1/12th payment a total of Twelve Million Dollars (\$12,000,000.00) in One Million (\$1,000,000.00) increments to be paid per month for 12 months to cover the cost of all offsite services being provided during the months covered by the Second Amendment. VitalCore shall provide an itemized accounting of all offsite service events and the actual billing and payment of those events. VitalCore shall promote and obtain contracts for all services to be reimbursed at the Mississippi Medicaid Rate whenever possible for the inmates within the MDOC.
 - a. Any monies saved due to efficiencies resulting from the redesign and cohesive inmate healthcare delivery model and not spent from the Twelve Million Dollars (\$12,000,000.00) which are identified to cover the cost of all offsite services (provided during the months covered by the contract) shall be split between VitalCore and the MDOC. The split will be 25% to VitalCore and 75% returned to MDOC.
 - b. VitalCore will reduce the number of offsite inmate transports by increasing onsite clinical services, by expanding Telehealth, by providing 24/7 Tele ED (Telephonic-Emergency Department), and by providing more diagnostic services onsite.
 - c. Onsite clinical services from Telehealth clinics and advanced onsite clinical treatments (non-primary care) that traditionally have been offsite services will be billed as part of the offsite service costs. This redesign will improve access to care, will improve patient compliance and clinical outcome as well as it will promote public safety.
 - d. Any monies spent over the Twelve Million Dollars (\$12,000,000.00) identified to cover the cost of all offsite services (provided during the months covered by this Second Amendment) shall be split between VitalCore and the MDOC. The split will be 25% paid by VitalCore and 75% paid by

- MDOC. However, all usage of offsite service will be monitored closely by MDOC and VitalCore, and VitalCore shall submit a monthly report which will include trends.
- e. An events diversion log that tracks all services that would have traditionally been offsite and are now onsite will be reported to MDOC by VitalCore to demonstrate the reduction in offsite transportation costs.
 - f. All offsite service logs will be reconciled by the 15th of each month to ensure both parties are aware and up to date with the current cost of offsite services and any savings.
2. Staffing- Staffing shall increase to promote onsite Telehealth, advanced Reception and Diagnostic Unit (RDU) evaluation staff, and stabilization and supervision of all units on the evening and night shifts to ensure compliance with community standards of care and to promote compliance with all National Commission on Correction Health Care (NCCHC) and American Correctional Association (ACA) Standards. Staffing will be reimbursed as outlined in (Attachment A).
 3. Telehealth – Telehealth and onsite services will expand to include cardiology, orthopedic, emergency medicine, neurology, medication for opioid use disorder (MOUD), Oncology, and Gastroenterology.
 4. Electronic Health Record- MDOC and VitalCore shall work on obtaining a new electronic health record that can accommodate the needs of the telehealth equipment, as well as advance the clinical practice to allow for more services to be provided onsite.
 5. Payment of Services – Effective July 15, 2022, the payment will increase for services outlined in this First Amendment dated April 21, 2022 and the Original Agreement from \$9.11 per inmate per day to \$14.56 per inmate per day based on a base Average Daily Population (ADP) of 17,300.
 6. Penalties- VitalCore will be responsible for maintaining a minimum of 85% of all essential staffing positions and 85% of all non-essential staffing positions as outlined in Attachment A. After a grace period of 90 days from the effective date of this Second Amendment, if staffing at any site falls below 85% VitalCore will reimburse the MDOC 120% of any position's salary (based on the agreed base pay by position as outlined in Attachment A) that has been vacant for 60 days or longer. VitalCore will provide monthly staffing documentation to include employee names, positions and positions numbers. MDOC Medical Compliance Division will monitor.

IN WITNESS WHEREOF, the parties have signed this instrument.

Executed this the 13th day of July, 2022.



Viola Riffin, CEO-Co-Owner
VitalCore Health Strategies, LLC



Burl Cain, Commissioner
Mississippi Department of Corrections

**AGREEMENT BETWEEN THE STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS
AND VITALCORE HEALTH STRATEGIES, LLC FOR ONSITE INMATE HEALTH CARE SERVICES**

THIS AGREEMENT ("Agreement") is entered into as of the 5th day of October, 2020 by and between the State of Mississippi Department of Corrections (Generally referred to as the "State" or the "MDOC") and VitalCore Health Strategies, LLC ("VitalCore"). The MDOC and VitalCore are sometimes referred to herein collectively as the "Parties."

WITNESSETH:

WHEREAS, the MDOC is responsible for the care and security of inmates within its custody, whether incarcerated in MDOC correctional facilities, county regional facilities or privately operated prisons; and

WHEREAS, on July 1, 2016 the MDOC entered into an agreement ("the Agreement") with Centurion of Mississippi, LLC ("Centurion") through RFP No. 16-009 to provide or arrange for the provision of medical, dental, pharmacy and mental health services for inmates in its custody at the following facilities: Mississippi State Penitentiary ("MSP") at Parchman, Mississippi; Central Mississippi Correctional Facility ("CMCF"), and Youthful Offender Unit ("YOU"), at Rankin County, Mississippi, South Mississippi Correctional Institute ("SMCI"), at Leakesville, East Mississippi Correctional Facility ("EMCF"), at Meridian, Wilkinson County Correctional Facility ("WCCF") at Woodville, Walnut Grove Correctional Facility ("WGCF") at Walnut Grove, and Marshall County Correctional Facility ("MCCF") at Holly Springs, (known as the "Facilities"). The Centurion agreement also included responsibilities for services at MDOC's fifteen County regional sites, seventeen Community Work Centers; and for minimum security inmates residing at the three male Restitution centers, and the Governor's Mansion (collectively known as the "Satellite Facilities" and Individually as a "Satellite Facility"); and

WHEREAS, the terms of the Agreement between MDOC and Centurion, entered into on July 1, 2016, are provided in Attachment A of this Agreement; and

WHEREAS, on June 17, 2019, MDOC and Centurion agreed to amend that Agreement and it is known as Attachment B, Amendment One of this Agreement; and

WHEREAS, on June 30, 2020, MDOC and Centurion agreed to amend that Agreement and it is known as Attachment C, Amendment Two of this Agreement; and

WHEREAS, on July 7, 2020 Centurion gave written notice of termination as outlined in Section 8.2.2. of the Agreement dated July 1, 2016, by and between MDOC and Centurion of Mississippi, LLC; and

The short notice of intent to terminate the Agreement by Centurion has not allowed for adequate time to conduct a fair and competitive procurement process.

The MDOC having fully understood the limitations and risks of being without a vendor to provide healthcare services as outlined in the original Agreement between MDOC and Centurion, along with the short notice of intent to terminate the Agreement by Centurion, has not allowed for a full open bid process to establish an alternative vendor. Therefore, requiring the MDOC to take emergency actions to secure an appropriate vendor that can assume all tenants of the Agreement between MDOC and Centurion, as its own; and

WHEREAS, VitalCore has the capability and the desire to provide these services as outlined in the July 1, 2016 agreement and its amendments thereto on an "as is" basis for the period of one year to allow the MDOC an appropriate timeframe to create a Request for Proposal (RFP) and solicit competitive proposals.

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, the "Parties" agree as follows:

ARTICLES I THROUGH ARTICLES XI of the original Contract between MDOC and Centurion, dated July 1, 2016, will now then be part of this Agreement as "Attachment A" and the amendment dated June 30, 2020 as "Attachment B" and requires that both the MDOC and VitalCore honor those ARTICLES as written.

ARTICLE XII NON-WAIVER OF BIDDING RIGHTS - VitalCore shall have the right to offer a competitive proposal on any RFP for inmate healthcare services released by the MDOC without any prejudice or penalty brought on by the signing of this emergent Agreement between the Parties.

ARTICLE XIII PAYMENT STRUCTURE VitalCore shall be paid for the first month's work in three payments for the services rendered. Therefore, VitalCore will turn in a bill for services from October 1, 2020 to October 15th and be paid no later than October 22, 2020. A bill for services from October 16, 2020 to October 31, 2020 to be paid no later than November 7, 2020. Payments after the October service dates will be paid in accordance with the original Agreements set forth in Article 7.2 of the Original Agreement.


VitalCore shall be responsible for Onsite Inmate Health Care Services after 12:00 a.m. October 6, 2020 until 12:00 am on October 5, 2021 under this Agreement. VitalCore shall have their Regional Office established and in place by October 1, 2020 to ensure a smooth transition. VitalCore shall submit all bills related to start-up costs prior to October 6, 2020 for consideration for payment. This payment shall be limited to actual expenses, shall not include any administrative or profit fee, and be for the sole purpose of initiating the services related to this Agreement. The MDOC shall have final approval of reimbursement to VitalCore regarding all start-up costs. Requests for reimbursement for start-up costs shall not exceed \$50,000.00 in total, and shall be included on the first invoice dated October 15, 2020.

VitalCore and MDOC agree to re-evaluate the payment structure and negotiate an appropriate per inmate per day payment if the cost of healthcare, administration, and litigation defense services exceeds the monthly payment as outlined in this Agreement.

ARTICLE XIV LIMITS OF LIABILITY VitalCore shall not be responsible for any work product, grievance, litigation, liability, debt, nor any other inmate health care processes prior to midnight October 5, 2020. However, VitalCore understands that litigation for declaratory and injunctive relief is pending, is in its early stages, and that VitalCore's obligations, duties and responsibilities under this section include but are not limited to the duty to defend and indemnify MDOC and its officials and employees in *Amos v. Taylor*, 4:20-CV-07-DMB-JMV (N.D. Miss.) and *Lang v. Taylor*, 4:20-CV-00030-DMB-RP (N.D. Miss.) after October 6, 2020. VitalCore shall be responsible for any work product, grievance, litigation, liability, debt, or any other inmate health care process based upon its performance of this Agreement after October 6, 2020, pursuant to Article X of the Agreement with Centurion

IN WITNESS WHEREOF, the Parties hereto have caused their duly appointed representatives to set forth hands and seals hereto as of the day and year first above written.

ATTEST:



TITLE:

Deputy Commissioner, Admin. and Finance

ATTEST:



TITLE:

August 12th, 2020

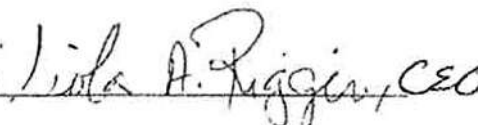
MISSISSIPPI DEPARTMENT OF CORRECTIONS

BY: 

TITLE:

Commissioner

VITALCORE HEALTH STRATEGIES, LLC

BY: 

TITLE:

August 12, 2020

Lidia Freena
MDOC-Contracts
08/12/2020

REVIEWED BY MDOC LEGAL COUNSEL


AUG 12 2020
APPROVED FOR SIGNATURE

Amendment to Service Agreement No. 1

Mississippi Department Of Corrections

WHEREAS, on August 12, 2020 a Service Agreement (the "Agreement") was entered into by and among Mississippi Department of Corrections (MDOC) and VitalCore Health Strategies, LLC, (VitalCore) to provide Health Care Services to the inmates within the Mississippi Department of Corrections facilities. The Agreement, by its terms, provides for amendment upon the written agreement of all parties; and

WHEREAS, Effective October 12, 2020, in accordance with the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations (effective May 2018), both parties agree that the following be amended/added to the agreement;


WHEREAS, MDOC and VitalCore wish to amend that agreement to include additional services and funding for four (4) positions to provide the technical work supporting, scheduling and monitoring of offsite health care services and appointments for the inmates within the MDOC system;

IT IS THEREFORE AGREED:

1. Contract Obligations – In addition to the terms and conditions set forth in the original agreement between MDOC and VitalCore, effective October 12, 2020, VitalCore shall be responsible for setting up and monitoring offsite healthcare appointments and hospitalizations. It shall remain the responsibility of MDOC to provide payment for said services.
2. Payment of Services – Effective October 12, 2020, the payment for staffing services will increase from \$8.53 per inmate per day to \$8.57 per inmate per day.
3. Staffing – To promote offsite patient service stabilization, the staffing plan is hereby increased to include:
 - a. 4.0 FTE (40 hours) LPNs


In witness whereof, the parties have signed this instrument.

Executed this the 5 day of October _____, 2020.



Viola Riffin
CEO-Co-Owner
VitalCore Health Strategies, LLC

Date: 10/5/2020



Burl Cain,
Commissioner
Mississippi Department of Corrections

Date: 10/5/2020



Karei McDonald
Deputy Commissioner, Finance
Mississippi Department of Corrections

Date: 10/5/2020

Employees to Transition to VitalCore

**Positions to move to VitalCore and MDOC pays for them
If addendum to contract can be done**

	Rate/Hr	Hrs	Weekly	Annual	MDOC SS/Med	Total
Specialty Care Coordinator Nurses (LPN)						
Yvonne Barton	\$ 30.24	40	\$ 1,209.60	\$ 62,899.20	\$ 4,811.79	\$ 67,710.99
Katrice Funchess	\$ 27.00	40	\$ 1,080.00	\$ 56,160.00	\$ 4,296.24	\$ 60,456.24
				\$ 119,059.20	\$ 9,108.03	\$ 128,167.23
Hospital Utilization Nurses (LPN)						
James Brown	\$ 27.00	40	\$ 1,080.00	\$ 56,160.00	\$ 4,296.24	\$ 60,456.24
Patricia Hicks	\$ 24.30	40	\$ 972.00	\$ 50,544.00	\$ 3,866.62	\$ 54,410.62
				\$ 106,704.00	\$ 8,162.86	\$ 114,866.86
Total positions and \$'s to reimburse VitalCore				\$ 225,763.20	\$ 17,270.88	\$ 243,034.08

Total positions and \$'s to reimburse VitalCore

Total positions and \$'s to reimburse VitalCore	\$ 225,763.20	\$ 17,270.88	\$ 243,034.08
Original Price of Contract 17,300 inmates x \$8.53 per inmate per day			\$53,862,685.00
With additional 4 FTE			\$ 54,105,719.08
Per Inmate Per year new calculation			\$ 3,127.50
Per inmate Per Day new Calculation			\$ 8.57

Amendment to Service Agreement No. 2

Mississippi Department Of Corrections


WHEREAS, on August 12, 2020 a Service Agreement (the "Agreement") was entered into by and among Mississippi Department of Corrections (MDOC) and VitalCore Health Strategies, LLC, (VitalCore) to provide Health Care Services to the inmates within the Mississippi Department of Corrections facilities. The Agreement, by its terms, provides for amendment upon the written agreement of all parties; and

WHEREAS, MDOC and VitalCore wish to amend that agreement to include services and funding sixteen (16) positions to provide the technical work supporting CMA services for CMCF to provide additional coverage for the separation from one clinic to four clinic medication administration sites at CMCF. This staff shall provide medication administration services for the inmates within the MDOC system;

WHEREAS, MDOC and VitalCore wish to amend that agreement to include services and funding two (2) positions to provide the technical work supporting the scheduling, approving, processing, cleaning, and registering all health care offsite service claims for inmates receiving care outside of the MDOC facilities. The payments for these billable offsite services will remain the responsibility of the MDOC. Claims will be submitted to the MDOC for payment processing within 15 days receipt of a clean claim from the vendor.

WHEREAS, MDOC and VitalCore wish to amend that agreement to include an extension of performance of all comprehensive services by VitalCore in accordance with the original Agreement dated August 12, 2020 and the first amendment to the Agreement dated October 4, 2020, and this Amendment No 2. That extension shall include funding for eighteen new positions outlined in this Agreement to provide the technical work supporting CMA services for CMCF to provide additional coverage for the separation from one clinic to four clinic medication administration sites at CMCF. This staff shall provide medication administration services for the inmates within the MDOC system. And, the full responsibility of the claims processing for inmate offsite healthcare services

IT IS THEREFORE AGREED:

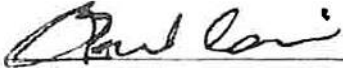
1. Contract Obligations – This amendment only amends the addition of responsibility (VitalCore's set up and monitoring of offsite health service claims and the addition of 18 FTE) and the annual 5% increase customary to this contract, and does not in any way change any other language or term of the original contract dated, August 12, 2020.
2. Payment of Services – Effective July 1, 2021, the payment will increase for services outlined in this Amendment and the Original Agreement from \$8.57 per inmate per day to \$8.902568 per inmate per day.
3. Extension of the Original Agreement – This Amendment extends the Agreement date from October 5, 2021, to September 30, 2022. This date of extension is subject to change with a 90-day written notice from MDOC to VitalCore. 
4. Staffing – Staffing increase to promote onsite medication administration stabilization and the claims processing staff include:
 - a. 16.0 FTE (40 hours per FTE) CMA's at CMCF
 - b. 2.0 FTE (40 hours per FTE) Administrative Claims Processing staff

IN WITNESS WHEREOF, the parties have signed this instrument.



Viola Rigglin
CEO-Co-Owner
VitalCore Health Strategies, LLC

Date: 7/27/2021



Burl Cain,
Commissioner
Mississippi Department of Corrections

Date: 7/23/21



Karei McDonald
Deputy Commissioner, Finance
Mississippi Department of Corrections

Date: 7/23/21

Amendment One

In addition to the terms and conditions set forth in the original agreement between the State of Mississippi Department of Corrections and Centurion of Mississippi, LLC for onsite inmate health services effective July 1, 2016 through June 30, 2019, the following Amendment One is made part of the original agreement.

Effective July 1, 2019, both parties agree to enact the option to renew the Agreement for an additional year. The election of the optional renewal shall extend the end date of this agreement to June 30, 2020.

Effective July 1, 2019, both parties agree to add the following to Section 7.2.1:

Contract Section 7.2.2 and RFP Sections 4.3 and 4.24.2(1) allowed an optional price adjustment not to exceed the medical consumer price index for the Mississippi area and requiring mutual agreement. Pursuant to the Consumer Price Index for All Urban Consumers (CPI-U) for the Southern Region for January 2019, prices for medical care professional services rose two percent (2%) over the past year (January 2018-2019). Therefore, MDOC will compensate Centurion for the services agreed to under Amendment One (year four of the contract) at a per diem rate of \$8.28 per inmate up to a Base ADP and at a reduced per diem rate of \$2.95 per inmate for any difference in the actual ADP above the Base ADP.

Although MDOC shall be financially responsible for all other specialty care services, specifically all Hepatitis C medications, specialty medications for bleeding disorders, and HIV medication cost in excess of those set forth in the second paragraph of Section 7.2.1 of the agreement, the Contractor may provide such items at cost to MDOC as long as said provision meets the State's needs without sacrifice of economy or services and is a demonstrated cost savings to the State annually. MDOC will perform a cost comparison of the individual rates and cost of same items provided by the Contractor to those provided to the State via the DFA OPTFM contract, Morris & Dickson Company Cooperative Agreement for Pharmaceuticals (MMCAP). Provision of Contractor's rates are required annually congruent with the contract renewal determination. If the Contractor's rates and cost are determined not to be in the best interest of the State, MDOC shall cancel in whole or in part the Contractor's provision of Hepatitis C medications, specialty medications for bleeding disorders, and HIV medication cost in excess of those set forth in the second paragraph of Section 7.2.1 of the agreement.

Effective July 1, 2019, in accordance with the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations (effective May 2018), both parties agree that the following amended/added to the agreement:

Section 1.1, Governing Documents. This Contract, any amendments thereto, and all exhibits (Exhibits A through E) to this Contract constitute the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

Second paragraph of Section 7.2, Compensation. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time

during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Section 11.2, Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that MDOC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.

Section 11.8, Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor: Steven H. Wheeler, CEO
Centurion of Mississippi, LLC
1593 Spring Hill Road, Suite 610
Vienna, VA 22182

For the agency: Dr. Gloria Perry, Chief Medical Officer
Mississippi Department of Corrections
633 North State Street Jackson, MS 39202

With a copy to: Pelicia E. Hall, Commissioner
Mississippi Department of Corrections
633 North State Street Jackson, MS 39202

Section 11.9, Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

Section 11.10, Entire Agreement. This amendment and the original agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

Section 11.14, Compliance with Law. Contractor understands that the [State] is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other

consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Section 11.15, Procurement Regulations. The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

Section 11.17, Representation Regarding Gratuities. The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

Section 11.22, Stop Work Order.

- 1) ***Order to Stop Work:*** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - a. cancel the stop work order; or,
 - b. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- 2) ***Cancellation or Expiration of the Order:*** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) ***Termination of Stopped Work:*** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- 4) ***Adjustments of Price:*** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

Section 11.26, E-payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in

accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq..

Section 11.31, Approval. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

Section 11.32, Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Section 11.33, Termination for Convenience.

- 1) Termination. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- 2) Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Section 11.34, Termination for Default.

- 1) Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- 2) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- 3) Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or

claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- 4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- 5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- 6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

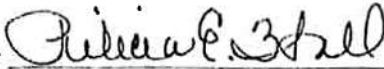
Section 11.34, Termination upon Bankruptcy. This contract may be terminated in whole or in part by MDOC upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

All other terms and conditions of the original agreement not in conflict of this amendment shall remain in full force and effect.

In witness whereof, the Parties hereto have caused their duly appointed representatives to set their hands and seals hereto on the date indicated below.


Mississippi Department of Corrections:

6/17/19
Date

By: 
Title: Commissioner

Centurion of Mississippi, LLC:

6/4/2019
Date

By: 
Steven H. Wheeler
Title: Chief Executive Officer

REVIEWED BY MDOC LEGAL COUNSEL

JUN 17 2019

APPROVED FOR SIGNATURE



1593 Spring Hill Road
Suite 600
Vienna, VA 22182

June 30, 2020

VIA EMAIL
AND OVERNIGHT DELIVERY

Mr. Burl Cain
Commissioner
Mississippi Department of Corrections
301 North Lamar Street
Jackson, MS 39201

Re: Amendment Two to the Contract between the Department and Centurion

Dear Commissioner Cain:

Congratulations again on your appointment and know we appreciate the time you spent with our team yesterday.

As we discussed, attached please find Centurion's proposed version of Amendment Two, executed by Centurion and reflecting the agreed-upon contract extension with a term of 180-days and a mutual 90-day termination-for-convenience clause. The draft that you shared with us yesterday did not reflect the 90-day language that we discussed and agreed.

For Centurion to continue services past our contract expiration of June 30, 2020, it is important that the contract extension contain the above-referenced 90-day clause.

Centurion looks forward to our teams engaging with each other to foster a better understanding of the State's plans for improvement.

Please know that Centurion is likely to trigger the 90-day termination clause in the upcoming weeks if we do not gain additional insights into positive changes planned for the Department. Of course, that termination trigger can always be rescinded in the future if Centurion sees reasonable progress made to expand and improve care.

Sincerely,

Steven H. Wheeler
Chief Executive Officer
Phone: 703.749.4600
Email: SWheeler@TeamCenturion.com

Amendment Two
To the Agreement By and Between
State of Mississippi Department of Corrections
And
Centurion of Mississippi, LLC

In addition to the terms and conditions set forth in the original agreement between the State of Mississippi Department of Corrections ("MDOC") and Centurion of Mississippi, LLC ("Centurion") for onsite inmate health services effective July 1, 2016, through June 30, 2019 ("Agreement") and Amendment One, the following Amendment Two is made part of the original Agreement.

Effective July 1, 2020, both Parties agree to renew the Agreement for an additional six (6) months. Either party may terminate the Agreement for convenience by providing the other party with at least ninety (90) day written notice.

Pursuant to section 7.2.1 of the Agreement and Amendment One, the Parties mutually agree to a price adjustment. MDOC will compensate Centurion for services agreed to under Amendment Two (year five of the contract) at a per diem rate of \$8.53 per inmate per day up to the Base ADP and at a reduced per diem rate of \$3.04 per inmate per day for any difference in the actual ADP above the Base ADP.

All other terms and conditions of the original Agreement and Amendment One not in conflict of this Amendment Two shall remain in full force and effect.

In witness whereof, the Parties hereto have caused their duly appointed representatives to set their hands and seals hereto on the date indicated below.

Mississippi Department of Corrections:

6/30/2020
Date

By: [Signature]
Title: Commissioner

Centurion of Mississippi, LLC:

6/30/2020
Date

By: [Signature]
Steven H. Wheeler
Title: Chief Executive Officer

Approved by: [Signature]
Karel McDonald
Deputy Commissioner Admin. & Finance

REVIEWED BY MDOC LEGAL COUNSEL

JUN 30 2020

APPROVED FOR SIGNATURE
[Signature]