



# catawba county

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## **ADDENDUM NO. 2**

Issue Date: March 6, 2026

Request for Proposals Inmate Healthcare Services

RFP 26-1009

To: All Potential Respondents

The Request for Proposals (RFP) is modified as set forth in this Addendum No. 2. The original RFP documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondents shall take this Addendum into consideration when preparing and submitting its proposal response. Catawba County is issuing this Addendum to make RFP clarifications.

### Clarifications:

1. **QUESTION:** Section 2.2.18 requires Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence. Given the very limited number of insurance carriers willing to write correctional medical malpractice coverage, and the even fewer carriers willing to provide umbrella coverage for this type of risk, we have been unable to locate a carrier willing to offer the required \$5,000,000 umbrella limit. In addition, umbrella coverage in the correctional healthcare market carries extremely high premium costs due to the constrained market.

**ANSWER:** At this time, the County is not willing to consider any adjustments to the minimum insurance limits.

2. **QUESTION:** Would the County reconsider the requirement for the umbrella policy? If the concern is ensuring sufficient coverage, an alternative could be increasing the Professional Liability limits to \$2,000,000 per occurrence / \$5,000,000 aggregate.

**ANSWER:** At this time, the County is not willing to consider any adjustments to the minimum insurance limits.

3. **QUESTION:** The RFP references a mandatory pre-proposal video conference. Will there also be an opportunity for proposers to visit the Catawba County Detention Facility in person prior to the proposal due date? If so, could the County please provide details regarding scheduling and any required coordination?

**ANSWER:** Site visits are not being offered at this time.

4. QUESTION: Section G(6)(m) states that the Contractor is responsible for determining whether an inmate had or has insurance and, if so, to follow through with collection or have the hospital bill the insurance company. Our question is on the, “and, if so, to follow through with collection or have the hospital bill the insurance company, “part of that statement. Is the Contractor expected to bill third-party insurance carriers directly for services provided, or is the expectation that outside hospitals and specialty providers will bill the insurance and the Contractor will coordinate by providing insurance information and supporting documentation?

ANSWER: Once the individual is incarcerated, the county is responsible for the bill.

5. QUESTION: Section 3(II)(J)(13) mentions investigating to determine indigence status of an inmate. Other than asking basic questions on an inmate’s status, what are you looking for in a “further investigation?”

ANSWER: Custody staff are responsible for this.

6. QUESTION: What is the County’s jail management system?

ANSWER: SOMA

7. QUESTION: Is it allowable to use a Nurse Practitioner and Psychiatric Nurse Practitioner in place of a physician and psychiatrist (the nurse practitioners will have physician supervision as required by state law)?

ANSWER: Due to the current population we are receiving on a daily basis, we would prefer to continue having the NP, physician, and psychiatrist available.

8. QUESTION: Will the County provide the required criminal background check? If so, will there be a cost to the Bidder? If there is a cost, how much will it be?

ANSWER: County will provide the background at no cost to the bidder.

9. QUESTION: Does the detention center currently have a dental suite, and if so, what County dental equipment will be available for the Bidder’s dentist to use?

ANSWER: No.

10. QUESTION: What areas of inmate care, if any, would the County like to see enhanced under the new contract?

ANSWER: Under the current contract, all areas of care are meeting expectations.

11. QUESTION: The RFP mentions the Bidder being responsible for all costs related to inmate healthcare services but then offers an optional cost pool

limitation. Do you require or expect a cost pool to be included with bid submission?

ANSWER: The County does not require a cost pool; this is simply an option and approach we have chosen to pursue with our current contract. A cost pool is not mandatory.

12. QUESTION: Will the provider be responsible for covering the costs of pharmaceuticals and supplies?

ANSWER: The provider is responsible for covering the costs of pharmaceuticals and supplies; however, the County may be billed separately for these charges.

13. QUESTION: Can you tell me what Electronic Medical Records (EMR) system the county is currently utilizing?

ANSWER: Catawba County currently utilizes CorEMR as its electronic medical records (EMR) system.

14. QUESTION: What version of CorEMR does the county utilize?

ANSWER: CorEMR 5

15. QUESTION: Is a physician or physician extender required to be on site seven (7) days a week?

ANSWER: The County will require an on-call physician to be available 24/7 to address any medical issues as they arise.

16. QUESTION: Who is the County's current X-ray provider?

ANSWER: Catawba County X-ray services are currently provided through Mediko; Mediko uses Trident.

17. QUESTION: Does the County have any statistical data available regarding onsite and offsite services, number of intakes, number of sick calls, histories and physicals, and counts by provider type?

ANSWER: Attached as Exhibit 1.

18. QUESTION: On average, how many intakes does Catawba County Detention Facility do daily?

ANSWER: The Catawba County Detention Facility processes between twenty-five (25) to forty (40) intakes per day, depending on the day of the week.

19. QUESTION: What is the current Average Daily Population (ADP) at the Catawba County Detention Facility as of today?
- ANSWER: As of January, the Catawba County Detention Facility had an Average Daily Population (ADP) of 375.
20. QUESTION: Is the use of subcontractors allowed for this bid?
- ANSWER: Subcontracting is not allowed for this bid, as the program must be delivered comprehensively by the awarded provider.
21. QUESTION: Does the County allow partial or split bidding for this solicitation?
- ANSWER: Partial or split bidding is not permitted, as the program must be delivered in its entirety by the awarded provider.
22. QUESTION: Is the Behavioral Health Clinician considered the same as a Mental Health Professional, or is this position currently staffed by a County employee?
- ANSWER: Yes, this position is currently staffed as our Qualified Mental Health Professional (QMHP).
23. QUESTION: Can you define the current roles of the QMHP that is provided by the County?
- ANSWER: The QMHP is contracted through Mediko. The current responsibilities of the QMHP includes seeing patients after detox, addressing mental health sick calls submitted through the kiosk, coordinating clinic operations with the psychiatrist, responding to mental health emergencies, and conducting mental health segregation rounds.
24. QUESTION: Who funds the on-site QMHP?
- ANSWER: The QMHP works through the contracted medical provider
25. QUESTION: Is it possible to obtain a current staffing model?
- ANSWER: Included in Exhibit 1.
26. QUESTION: Contract. Please provide a copy of the current medical services contract with the incumbent provider, including all exhibits, attachments, amendments, etc.
- ANSWER: Attached as Exhibit 1.
27. QUESTION: Accreditation. Is the Facility NCCHC and/or ACA accredited?  
a. If so, when was the last NCCHC and/or ACA audit?

- b. If there were any deficiencies in the last audit, please provide details.
- c. If there were any corrective actions resulting from the audit, please provide details and indicate whether all corrective actions have been completed.
- d. If not currently accredited, does the Facility wish to obtain NCCHC and/or ACA accreditation?

ANSWER: Not at this time but we are looking to pursue accreditation.

28. QUESTION: Penalties. Has the current Contractor been assessed any penalties in the past three (3) years? a. If penalties were assessed, please outline the dollar amount for:
- i. 2023
  - ii. 2024
  - iii. 2025

ANSWER: We have received a few credits due to positions being vacant for short periods of time.

29. QUESTION: Pricing. Please confirm whether the County intends the resulting contract to be priced on a full-risk basis, or whether alternative pricing models such as capped-risk, shared-risk, or pass-through arrangements may be proposed for evaluation.

ANSWER: Shared-Risk

30. QUESTION: Off-site Expenditures. To support the development of accurate pricing, will the County please provide the actual off-site medical expenditures for the calendar years 2023, 2024, and 2025 by the following categories? This should include total off-site spending.
- a. Inpatient hospitalizations
  - b. Specialty services
  - c. Diagnostic procedures
  - d. Ambulance or emergency transport
  - e. Other

ANSWER: Below is the overall cost for the past 3 budget years. This amount includes off-site visits, hospitalizations, pharmacy expenses, labs, x-rays and medical supplies.

22-23: 422,948.31

23-24: 364,822.81

24-25: 276,876.38

31. QUESTION: Pharmacy Expenditures. To ensure proposers can construct a realistic pharmacy cost model, will the County please provide the actual pharmacy expenditure for the calendar years 2023, 2024, and 2025 by the following categories? This should include total pharmacy spending.
- a. HIV – Ryan White Program
  - b. HEP C/B

- c. Psychiatric – Ranges 3,000-5,000
- d. MAT
- e. Biologicals
- f. Other

ANSWER: Below is the overall cost for the past 3 budget years. This amount includes off-site visits, hospitalizations, pharmacy expenses, labs, x-rays and medical supplies.

22-23: 422,948.31

23-24: 364,822.81

24-25: 276,876.38

32. QUESTION: On-site Clinics. What on-site specialty clinics are conducted?

ANSWER: Chronic Care Clinic, Sick Call Clinic, Psych Clinic

33. QUESTION: Intake, General. How many intakes are conducted on average per day, per month, and per year?

ANSWER: Per day: 12-20, Per Month: 400-575

34. QUESTION: General. When are PPDs implanted – during intake or during the 14-day health assessment?

ANSWER: Day 5

35. QUESTION: Page 6, Section 2, Professional Liability Insurance. Considering Professional Liability insurance is only available on claim-made form, will the County accept a professional liability claim-made policy with at least two years of continuous extended reporting coverage at the end of the contract?

ANSWER: You can propose that in your response. This will be determined by our Risk Management team.

36. QUESTION: Page 9, Section 3, I, B. Background. Medical Beds. How many medical housing beds are available?

ANSWER: Catawba County has a medical housing unit. 16 medical beds, 16 mental health beds and 3 safety cells (padded).

37. QUESTION: Page 11, Section 3 II, Personnel Requirements 2. Staffing. Please provide the current staffing plan by position, credential, and shift.

a. Are there any vacant positions at this time?

b. If there are vacancies, please identify the position(s) and the length of time vacant.

ANSWER: No vacant positions at this time. Please reference the matrix included in Exhibit 1.

38. QUESTION: Page 13-14, Section 3, II, Pharmaceutical Requirements, Medication Administration. Which discipline(s) conducts medication passes (e.g., CMT, LPN, RN, etc.)?

- a. How many medication carts are used per medication pass?
- b. How long does the average medication pass take to complete?

ANSWER: CMA (Certified Medical Assistant), LPN or RN.

A. One B. 1.5 hours (90 mins)

39. QUESTION: Page 14, Section 3, II, Pharmaceutical Requirements. Does the Facility currently use an electronic Medication Administration Record (eMAR)?  
a. If so, please identify the eMAR software program.

ANSWER: CorEMR Version 5

40. QUESTION: Page 13-14, Section 3, II, Pharmaceutical Requirements. Does the Facility currently receive any assistance on HIV/AIDS medication costs?

ANSWER: Ryan White Program

41. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. How many incarcerated individuals are currently receiving mental health services?

ANSWER: 48% are receiving full mental health services

42. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. What mental health services are currently provided on site?

ANSWER: Mental health assessments, Mental health sick calls, Mental health emergencies, discharge planning, referrals for community resources

43. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. Are group therapy services required?

- a. If so, what types of groups are currently provided?
- b. If so, please indicate the number of times per week each group is provided.

ANSWER: No

44. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. Are discharge planning services required?

- a. If so, please provide specific requirements.

ANSWER: Yes, referrals for community resources as well as providing a discharge packet upon release.

45. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. Are there service agreements related to the timing of mental health evaluations and/or response to mental health referrals?

ANSWER: Yes, seen by the QMHP within 24 hours or 72 hours if it's the weekend/holiday.

46. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. Is there a requirement for any court involvement by the mental health staff?

- a. If so, please describe the required involvement.

- ANSWER: Yes, depending on the circumstances, the QMHP may be required to testify in cases involving competency and other related matters.
47. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. Are mental health staff responsible for coordinating trial competency examinations and transfers?
- ANSWER: No
48. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services Is there a limit to the number of patients in the substance use treatment services offered to the incarcerated individuals at the facility?
- ANSWER: No
49. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. Is there any specialty housing available for incarcerated individuals with mental health issues?
- a. If so, please provide the number and capacity of mental health housing units.
- ANSWER: Yes, Housing 5 (16 beds and 3 padded cells)
50. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. What are the number and location of suicide watch cells?
- ANSWER: Padded cells: 3 males in Housing 5 and 1 female in booking
51. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. Who conducts suicide watch –Correctional/Custody staff or the Contractor?
- ANSWER: Both. Custody four times and hour, QMHP daily during the week and nursing staff daily on weekends/holidays
52. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. What is the average number of incarcerated individuals in the restricted housing unit(s) at the Facility?
- ANSWER: 32
53. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. Are any mental health services provided by a community services board (CSB) or private provider, other than those addressed in the RFP?
- a. If so, please identify the mental health services, personnel, and hours provided by the CSB/private provider.
- b. If so, will the County continue to use a CSB/private provider of mental health services in addition to those to be provided by the new Contractor?
- ANSWER: No, referrals are made to community resources.
54. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. Who is financially responsible for psychiatric emergencies and/or psychiatric hospitalizations – the County or the Contractor?

ANSWER: If the patient can not be stabilized by the psychiatrist, custody will obtain a safekeeping order.

55. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services. Please identify the hospital used for mental health inpatient referrals.

ANSWER: N/A - Safekeeping

56. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services and A. Administration Services, 4. Mental Health Education/Training. What are the requirements for mental health training for Correctional/Custody staff?

ANSWER: Custody staff receive required annual training and also participate in additional training offered through local community colleges and their contracted medical provider.

57. QUESTION: Pg. 16-17, Section 3, II, E. Mental Health Services, Mental Health Statistics. Can the County please provide the following information:

- a. Number of attempted suicides in the past two (2) years
- b. Number of deaths by suicide in the past two (2) years
- c. Number of episodes of suicide watch per month in the past two (2) years
- d. Number of self-injurious events in the past two (2) years
- e. Number of psychiatric hospitalizations in the past two (2) years
- f. Number of psychiatric inpatient hospital days in the past two (2) years
- g. Total cost of psychiatric inpatient hospitalizations for each of the past two (2) years
- h. Number of episodes of restraint per month in the past two (2) years
- i. Number in restrictive housing in the past two (2) years
- j. Number of forced psychotropic medication events in the past two (2) years
- k. Number of Psychiatrist visits per month
- l. Number of Mental Health Professional visits per month
- m. Number of mental health grievances per month
- n. Number of episodes of seclusions per month

ANSWER: A: 3, B: 0, C: 10-12 per month, D: 21, E: 0, F: 0, G: 0, H: 25, I: 20-25 per month, J: 1, K: 10 - 12 per week, L: 1300-1500, M: N/A, N: N/A

58. QUESTION: Pg. 17-18, Section 3, II, F. Medications for Opioid Use Disorder (MOUD) Program. How many patients are you treating on average per month by medication?

ANSWER: 160

59. QUESTION: Pg. 17-18, Section 3, II, F. Medications for Opioid Use Disorder (MOUD) Program. What percentage of incarcerated individuals are diagnosed with Opioid Use Disorder (OUD) at intake?

ANSWER: Average 75%

60. QUESTION: Pg. 17-18, Section 3, II, F. Medications for Opioid Use Disorder (MOUD) Program. What medication (e.g., methadone, buprenorphine, etc.) do you currently use for opioid-dependent pregnant patients?  
ANSWER: Subutex
61. QUESTION: Pg. 17-18, Section 3, II, F. Medications for Opioid Use Disorder (MOUD) Program. Do you currently induct new patients into MAT at the Facility prior to discharge?  
a. If so, how many patients are you inducting on average per month by medication?  
ANSWER: Varies 2-5 monthly
62. QUESTION: Pg. 17-18, Section 3, II, F. Medications for Opioid Use Disorder (MOUD) Program. Please provide the percentage of intakes who enter the Facility on a verified MAT program in the community.  
ANSWER: 10-15 per month
63. QUESTION: Pg. 17-18, Section 3, II, F. Medications for Opioid Use Disorder (MOUD) Program. Do you have grant funding for MAT?  
a. If so, please provide details.  
ANSWER: No
64. QUESTION: Pg. 17-18, Section 3, II, F. Medications for Opioid Use Disorder (MOUD) Program. What is your anticipated budget for MAT?  
ANSWER: Average: 260,000.00 yearly (services, medication, etc)
65. QUESTION: Pg. 17-18, Section 3, II, F. Medications for Opioid Use Disorder (MOUD) Program. Have you considered costs other than staffing, such as medications, drug screens, labs, supplies, and additional custody staff?  
ANSWER: Yes
66. QUESTION: Pg. 19, Section 3, II, I. Materials, Supplies, Equipment. Please provide a list of all medical equipment that will be available to the new Contractor, including the model, age, and condition.  
ANSWER: PT INR, 3 EKG machines, 4 VS machines, autoclave, 2 exam tables
67. QUESTION: Pg. 19, Section 3, II, I. Materials, Supplies, Equipment. Please provide a list of all office/computer equipment that will be available to the new Contractor (e.g., computers, printers, fax machine, copier, etc.), including the model, age, and condition.  
ANSWER: Copy/fax/scanner, 4 desktop computers
68. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Will the County consider a new EMR system?  
a. If so, what would the County's expectation be for a "go live" date for the EMR system?

ANSWER: Prefer to stay with Core

69. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Can the County confirm what version of CorEMR is being utilized at the Detention Facility?

a. Who owns the license for the EHR?

ANSWER: CorEMR Version 5 – County owns

70. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Will County host the EHR?

ANSWER: Yes

71. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Will the Facility's IT infrastructure support EMR installation, or will additional cabling and drops be required?

ANSWER: Yes

72. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Who will be responsible for additional cables/drops, if required, the County or the Contractor?

ANSWER: County

73. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Does the current EMR system provide any of the following interfaces? If yes, please identify interfacing vendor/agency.

- JMS
- Laboratory
- Pharmacy
- Electronic prescription interface
- Health Information Exchange
- Other

ANSWER: JMS – Yes, Lab – No, Pharmacy – Yes, Electronic Prescription Interface – Yes, Health Info Exchange - No

74. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Please identify the Facility's Jail Management System (JMS).

ANSWER: SOMA

75. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Will direct access to the JMS be available on clinical computers?

a) If so, what are the requirements (installation, network, accounts)?

ANSWER: Yes

76. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Does the County or the current Contractor provide any wireless connectivity/access to medical?  
a. If so, which locations are covered?  
ANSWER: Yes, the entire facility
77. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Who will be responsible for providing internet connectivity, the County or the Contractor?  
ANSWER: County
78. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. If the County provides internet connectivity, what internet circuits will be available to the Contractor – dedicated circuit or delivered through the County’s network?  
b. What is the bandwidth?  
c. If the Contractor provides internet connectivity, are there any preferred/existing vendors that can be leveraged to provide this service?  
ANSWER: A – Both, B- no issues with bandwidth, if issues arise IT is immediately contacted and corrects the issues, C – N/A
79. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Who will be responsible for providing network infrastructure (switches and firewall) the County or the Contractor?  
d. If the Contractor is responsible, does the current Contractor provide network infrastructure? Will the selected Contractor be allowed to use existing network drops?  
e. If the Contractor is responsible for network infrastructure, how many wiring closets service the PCs used by the Contractor? Will the Contractor be allowed to use existing fiber to interconnect wiring closets if required?  
ANSWER: County, Yes
80. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. If structured cabling is required, who is financially responsible—the County or the Contractor?  
ANSWER: County
81. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Who is responsible for providing PC hardware and peripherals, the County or the Contractor? (If a mixed responsibility, please explain.)  
ANSWER: County
82. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. If the Contractor is required to provide Internet, networking, WiFi, or end user equipment, are there any restrictions to the products used, or can the Contractor implement its standard design and equipment?

ANSWER: N/A

83. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. If the County is responsible for copiers, what is the make and model number of the current copier?

ANSWER: County provided

84. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Does the current Contractor provide time clocks?

ANSWER: Yes

85. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. Are the clinical computers currently managed on the County's Windows domain, the Contractor's Windows domain, or in a Windows workgroup (unmanaged)?

ANSWER: Both – desktops are county and the laptops are current providers

86. QUESTION: Pg. 19, Section 3, II, J. Medical Records Requirements. How does the County define acceptable performance for the required Quality Assurance Program (e.g., audit frequency, reporting format, corrective action timelines)?

ANSWER: CQI Program through the contracted medical provider

87. QUESTION: Pg. 29, Section 6, Proposal Form, Dental Program. Please provide the number of off-site dental referrals per month for the past two years.

ANSWER: Over the past two years, maybe 10.

88. QUESTION: Pg. 29, Section 6, Proposal Form, Dental Program. Please provide the number of emergency room dental referrals per month for the past two years.

ANSWER: Zero

89. QUESTION: Pg. 29, Section 6, Proposal Form, Dental Program. Is there an existing backlog for dental services? (If so, please provide details)

ANSWER: No

90. QUESTION: Facility Setup:  
a. What is the square footage of Medical?  
b. Number of medical cells?  
c. Number of negative pressure rooms?  
d. Number of padded rooms?  
e. Number of suicide/safe cells?  
f. Is there an infirmary?  
g. Is there a dental suite?

ANSWER: A - ?, B – all medical beds are in the medical housing unit (16 beds), C – 0, D – 4, E – 4, F – No, G - No

91. QUESTION: Population:
- a. Are there any juveniles housed in the Facility?
  - b. What is the breakdown of the population by men and women?
  - c. What is the average length of stay?
  - d. Please provide a breakdown of the inmate/detainee population included in the overall population figures, as follows:
    - i. County
    - ii. State
    - iii. DOC
    - iv. ICE
    - v. U.S. Marshals Service
    - vi. Work Release
    - vii. Other
  - e. Please provide a breakdown of the inmate/detainee population included in the overall population figures, as follows:
    - i. Male
    - ii. Female
    - iii. Juvenile
    - iv. Transgender

ANSWER: A – No, B – Male: 85%, Female: 15%, C – 16 days, D – County 306, State (SMCP) 0, DOC 15, ICE 3, USMS 17, Work Release 0, Other (Nash Co) 14, E – Male: 304, Female: 57, Juvenile: 0, Trans: 0

92. QUESTION: Please identify the following current providers/vendor:
- a. Pharmacy services
  - b. Laboratory services
  - c. Mobile X-ray services
  - d. Ambulance service(s)
  - e. Biohazardous waste removal services
  - f. Oxygen Services

ANSWER: A – Diamond, B – Garcia, C – Trident Care, D – Catawba County EMS, E – BioTrust, F - Airgas

93. QUESTION: Are dental services provided using an on-site dental operator or through a mobile dentistry provider?

ANSWER: No

94. QUESTION: When are PPDs implanted—during intake or during the 14-day health assessment?

ANSWER: Day 5

95. QUESTION: Are PPDs implanted on all inmates or only as medically indicated?

ANSWER: ALL

96. QUESTION: Medication Administration:
- a. How are inmates identified at Med pass?

- b. How many med passes are conducted daily and at what time?
- c. Which discipline(s) conduct med passes (e.g., CMT, LPN, RN, etc.)?
- d. How many med carts are utilized per med pass?
- e. How long does the average med pass take to complete?

ANSWER: A: ID Card, B: 2 – 0600 & 1800, Detox med pass: 0700, 1300 & 2100 (LPN, RN) C: CMA (Cert. Medical Asst, LPN, RN), D: One, E: 90 minutes

97. QUESTION: Please provide the following times:

- a. Diabetic Check
- b. Feeding
- c. Count
- d. Facility Shift Change
- e. Medical Shift Change
- f. Visitation Day/Time
- g. Court Day/Time

ANSWER: A: 0600, 1100, 1800, B: 0700, 1100, 1830, C: 0545 & 1745  
D: 0600 & 1800, E: 0600 & 1800, F: Virtual, G: Court is M-F 0900 - 1700

98. QUESTION: Is Nurse Sick Call conducted by RNs or by LPNs?

ANSWER: LPN or RN – 3 times daily (AM, Afternoon & PM)

99. QUESTION: Is there a Keep-on-Person (KOP) program at the Facility?

ANSWER: No

QUESTION: Is Nurse Sick Call conducted by RNs or by LPNs?

ANSWER Both

100. QUESTION: What is the Facility's policy on providing medication to inmates upon discharge?

ANSWER: Medical staff will call in a 30 day supply of chronic care meds to the pharmacy of their choice.

101. QUESTION: Are family members allowed to bring in medications?

ANSWER: Yes, as long as it is a formulary medication that is dropped off in the appropriate medication bottle, within date, and labeled with the patient's name.

102. QUESTION: Claims Adjudication:

- a. Does the facility or Contract perform claims adjudication/bill scrubbing?
- b. Who is responsible for the costs?

ANSWER: Yes, through a TPA provided by the contracted medical provider. County is responsible.

103. QUESTION: Electronic Medical Records:

- a. Please identify the Facility's Jail Management System (JMS).
- b. Does the facility host the current EHR on their server or an outside service?
  - i. Who is responsible for hosting costs?

ANSWER: A: SOMA, B: Yes, county server, County

104. QUESTION: Expenses:
- a. Total pharmacy costs
  - b. Total psychotropic medication costs
  - c. Total HIV/AIDS medication costs
  - d. Total ER visit costs
  - e. Total inpatient hospitalization stay costs
  - f. Total off-site specialist visit costs
  - g. Total off-site, one-day surgery costs
  - h. Total pre-booking hospital costs
  - i. Total ambulance service costs

ANSWER: C: Ryan White Program, I: Transport is provided by Catawba County EMS: A, B, D, E, F, G & H are combined in below totals:  
2022-2023: 422,948.31  
2023-2024: 364,822.81  
2024-2025: 276,876.38

105. QUESTION: Methadone:
- a. Is methadone provided to any patients other than pregnant females?
  - b. Is methadone provided on-site or off-site?
  - c. Who is the local methadone provider?

ANSWER: A: Only on continuity of care, B: OTP to be administered onsite, C: New Seasons & McLeod Hickory Metro

106. QUESTION: Catastrophic Financial Capitation:
- a. Have the costs or capitated services fallen below or exceeded the capitation limits in the past two (2) years?
  - b. By how much has the current Contractor fallen below or exceeded the cap in each of the past two (2) years?

ANSWER: N/A

107. QUESTION: Please indicate how often the MD/PA/NP visits each week currently.

ANSWER: MD: once a week, NP: once a week, Psychiatrist: once a week

108. QUESTION: Please clarify and/or confirm the number of hours for a QMHP to be on-site as 40 hours per week.
- a. Does the County wish to have additional hours for coverage on weekends, holidays and emergency on-call hours?

ANSWER: QMHP is onsite 40 hours per week (M-F, 8 hours per day). No additional coverage is required, given that medical services are staffed around the clock.

109. QUESTION: Please indicate the number of MAT patients being administered medication each day currently.

ANSWER: The case load ranges from 15-30, with summer months experiencing a higher volume.

110. QUESTION: Please indicate the medication administration process for MAT patients – are they dosed along with other medication passes, or are they held separately?

ANSWER: Separately, Methadone and Bup patients are brought to medical to be dosed following our MOUD policy.

111. QUESTION: Page 19, EMR – Please indicate the current EMR platform in use by the vendor.

- a. Is this platform owned by the County or the current vendor?
- b. Is there a transition plan of all medical records should the vendor own the platform and they are not chosen for continuance?
- c. Who hosts all data within the platform?
- d. Is it cloud-based or server-based?
- e. Is there wi-fi throughout the facility?
- f. How many computers are in use for the medical team?
- g. Are they owned by the County or by the current vendor?
- h. How many scanners and printers are in use for the medical team?
- i. Are they owned by the County or by the current vendor?
- j. Does the current vendor intend to remove all equipment if they are not chosen for continuance?
- k. What is the County's JMS platform provider?

ANSWER: CorEMR Version 5, A: County, B: We want to remain with current EMR, C: SOMA, D: Server, E: Yes, F: 4 desktop, G: County, H: 3 scanners & 1 scanner/copy/fax, I: County, J: They own 3 scanners and several laptops, K: SOMA

112. QUESTION: Does the County's current contract include a Cost Pool structure for certain medical costs? If so, what is the current limit(s) of that structure?

113. QUESTION: Yes, current cost pool is \$60,000.00

This Addendum consists of 17 pages in total, not including Exhibit's..

**END OF ADDENDUM**

# Exhibit 1

## INMATE MEDICAL SERVICES CONTRACT

THIS CONTRACT ("Contract"), by and between CATAWBA COUNTY ("County"), a North Carolina body politic and MEDIKO, Inc., a Virginia professional corporation ("Contractor") authorized to do business in the State of North Carolina, is entered into this 15 day of June, 2020.

For and in consideration of the mutual promises, conditions and covenants herein set forth, the parties agree as follows:

### 1. Term of Contract and Termination

The initial term of this Contract is for one (1) year beginning July 1, 2020 ("Start Date") and ending June 30, 2021 ("Initial Term"). This Contract shall automatically renew for successive one-year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current Term. This Contract may be terminated prior to the end of the Term only as set forth in Section 14 below.

### 2. Entire Agreement

This Contract, including the items listed below, represents the entire agreement of the parties and any modification of this Contract must be made in writing and executed with the same formality as this Contract. The following documents are incorporated into this contract by reference, as if fully stated herein, in the order of precedence indicated below:

1. This Contract.
2. Schedule 2(C) attached and marked as Exhibit A
3. Staffing Matrix attached and marked as Exhibit B
4. Contractor's Proposal dated May 13, 2020
5. County's Request for Proposal No. 20-1007 ("RFP") for Healthcare Services for the Catawba County Detention Facility

### 3. Compensation for Services

(a) Base Compensation. For the first twelve (12) months of the Term ("Initial Period"), Detention Facility shall pay Contractor \$92,724.34 per month, which is based on an annual rate of \$1,112,692 divided into twelve equal monthly installments ("Base Compensation"). Monthly payments shall be made by County on or before the tenth (10<sup>th</sup>) day of the calendar month following the month in which services are provided. For each succeeding twelve (12) month period following the Initial Period, Base Compensation will be increased by an amount equal to three percent (3%) of the Base Compensation for the immediately preceding twelve (12) month period.

(b) ADP. If the ADP at Detention Facility exceeds 400 inmates (the "ADP Threshold") for two consecutive months, Contractor shall be paid \$1.80 per inmate for each inmate over 400 for the two prior consecutive months. ADP shall be determined by Detention Facility

running the Local Confinement Report "LCR" which will be run the first working day of each month but is the average daily population of the previous month. The additional amount shall not apply for months where ADP is below 400 inmates.

(c) Cost Pool. Notwithstanding the provisions of the RFP, Contractor's financial responsibility for all costs and expenses associated with any Shared Cost Services (as defined below) shall be limited by an annual cost pool as described in Exhibit A, Schedule 2(C). However, nothing in this Agreement shall be interpreted to impose financial responsibility on the County for inmate medical services beyond the requirements imposed by applicable federal and state law. Likewise, Contractor shall not be financially responsible for the cost of inmate medical services which are determined, at any time, to be beyond the County's responsibility as required by applicable federal and state law. "Shared Cost Services" shall mean the following services, products, equipment or other matters: (i) off-site healthcare services (including, but not limited to, hospital services (whether inpatient or outpatient); emergency room services; off-site specialist services; off-site physical therapy; on-site and off-site dialysis; and off-site diagnostic services); (ii) dental services; (iii) the cost of pharmaceuticals; (iv) non-formulary medication (including, but not limited to, HIV and HEP-C medications, blood or plasma factors, dialysis medications, chemotherapy, immuno-therapy, and any other non-formulary medications); (v) other medical services rendered by providers who are not employees or independent contractors of Contractor; and (vi) costs associated with medical devices or other treatment aids or devices recommended or prescribed by a specialist including, but not limited to, prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc.

#### **4. Scope of Services and Provision of Services**

(a) General Scope. Except as provided below, Contractor shall provide medical, pharmacy and medical laboratory services to the inmates of the Detention Facility as described in the Proposal. The scope of work details as defined by the Proposal are included by reference as a part of this Contract and are binding on both parties unless otherwise stated or modified by this Contract document. If there is a conflict between the terms of the Proposal and this Contract, the terms of this Contract shall control. Contractor shall adjust service levels to meet new or enhanced medical standards or constitutional rights that may occur during the contract term; provided that the parties will negotiate modifications to this Contract if the new or enhanced medical standards or constitutional rights require changes to services provided, additional staffing, changes to the cost pool, additional expenses or other changes to the services described in the Proposal.

(b) Staffing Matrix. Any references in the RFP to a Staffing Matrix are hereby deleted and replaced by the Staffing Matrix attached as Exhibit B. For any vacancies in the Staffing Matrix that exist for longer than 20 days, Contractor will issue a credit on its monthly invoice. The credit will be at the following hourly rate for the position(s) where the vacancy occurs for each hour vacant: Licensed Practical Nurse: \$25; Certified Medication Technician: \$16; Medical Physician: \$125; Psychiatrist: \$180; Medical Clerk/Administrative Assistant: \$20. Notwithstanding the foregoing, no vacancy shall be deemed to have occurred and no credit will be issued if the position is staffed at the time services are required to be rendered by qualified personnel (including but not limited to personnel from third party agency or staffing companies).

(c) Limitation on Services. Except as provided in Section 3, in no event shall Contractor be responsible for any (i) Shared Cost Services; (ii) the cost of pharmaceuticals; (iii) transportation by officers or ambulance; (iv) information management systems, software and equipment reasonably necessary to operate Detention Facility's medical department in accordance with this Agreement; (v) the costs associated with interface of the electronic medical records system for the Detention Facility if Detention Facility elects to introduce such systems; (vi) the acquisition of medical equipment and furniture and fixtures reasonably necessary to operate Detention Facility's medical department; (vii) new or replacement medical equipment and furniture and fixtures reasonably necessary to operate Detention Facility's medical department; (viii) non-formulary medication (including, but not limited to, HIV and HEP-C medications, blood or plasma factors, dialysis medications, chemotherapy, immuno-therapy, and any other non-formulary medications); (ix) other medical services rendered by providers who are not employees or independent contractors of Contractor; (x) the items listed in Section 4(f); or (xi) any other services not specifically described in the Proposal as being performed by Contractor. Contractor shall not be required to bill any third party for services provided to inmates of the Detention Facility. If the County determines that third parties should be billed for services provided by Contractor, any such billing shall be performed by the County.

(d) EMR System. Contractor shall purchase and provide an electronic medical record system as described in the Proposal. During the Term of this Contract, Contractor shall pay the license fees, maintenance fees and other costs associated with such electronic medical records system for the Detention Facility, provided that Detention Facility shall pay the fees and costs charged by Detention Facility's current Detention Facility management system for the creation of all interfaces between the Detention Facility's current Detention Facility management system and the CorEMR system that will be purchased by Contractor. Upon the termination of this Contract, Contractor shall cause the electronic medical record system to be transferred to Detention Facility and Detention Facility shall thereafter pay all future license fees, maintenance fees and other costs associated with such system.

(e) Discounts: Contractor will work with the Catawba County Sheriff's Office, hereinafter referred to as "CCSO" to identify and negotiate contractual discount agreements with all providers as reasonably necessary to maintain the cost efficiency of Contractor's program at the Detention Facility. Contractor further agrees to provide CCSO with a copy of all formal, written vendor discount agreements, confirm existing discount agreements in place at the beginning of each contract period and keep CCSO informed as to new discount agreements or changes to existing agreements.

(f) Contractor shall be responsible for all general medical and office supplies necessary for the operation of the clinic; provided that in no case will Contractor be responsible for the costs associated with medical devices or other treatment aids or devices recommended or prescribed by a specialist including, but not limited to, prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc. Contractor shall establish policies and procedures for the provision of prosthetics, regarding frequency, eligibility, etc., but the cost of such devices shall not be paid by Contractor.

## **5. Supervision; Employee Screening**

County acknowledges and agrees all employees and independent contractors of Contractor, whether previously employed by the Detention Facility or not, shall be supervised and managed by, and be accountable to, Contractor. Accordingly, the Sheriff and his personnel shall not participate in the supervision, management or discipline of the employees of Contractor. If the Sheriff or his personnel have any concerns with an employee of Contractor, such concerns shall be promptly communicated to Contractor's on-site Health Service Administrator. If the Sheriff or his personnel are not satisfied with the response of the on-site Health Service Administrator, such concerns must be promptly communicated to Contractor's regional Health Service Administrator.

If the Sheriff becomes dissatisfied with any employee provided by Contractor hereunder, Contractor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff or his personnel of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, Contractor shall cause the employee to cease providing services under this Agreement; provided that Contractor will be allowed reasonable time to find an acceptable replacement without penalty to Contractor.

Notwithstanding the foregoing, the Sheriff or his personnel shall, at all times, retain sole discretion over whether to permit any individual to enter the Detention Facility's grounds or facility.

Prior to Contractor hiring any employees or subcontractors for Detention Facility, Contractor will perform or cause to be performed drug tests, at Contractor's expense, for each employee or subcontractor, within at least the prior twelve (12) months to assignment in the Detention Facility, and confirm the employee's or subcontractor's certifications, credentials and, if applicable, licenses. Contractor agrees that only those individuals with negative drug screens will be assigned to the Detention Facility.

County requires, and will perform and pay for background checks of Contractor's employees or subcontractors who will be assigned to the Detention Facility. Contractor agrees that only those individuals with acceptable background checks will be assigned to the Detention Facility.

## **6. Duties of Detention Facility**

The Detention Facility shall cooperate with Contractor in all respects to ensure that inmate medical care and services meet or exceed standards dictated by law, regulations, the American Correctional Association and the NCCHC. Cooperation includes, but is not limited to, (a) regular access and meetings with the Major and his designees to address issues that may arise from time to time, (b) timely transportation of inmates from housing units to the medical department and (c) sufficient, visible security in the medical department.

## **7. Duties of Contractor**

Contractor shall provide the services identified in its May 13, 2020 Proposal and this Contract consistent with medical standards of care applicable to confined populations. Any such medical services shall also comply with all constitutional requirements, judicial decisions and inmate medical requirements set forth by federal, state, and local agencies and medical licensing organizations. Receipt of services by itself does not constitute acceptance of quality of service.

## **8. Independent Contractors**

The persons providing services under this Contract, and Contractor, shall be considered independent contractors, and shall not be deemed to be employees of County or Sheriff for any purpose.

## **9. Insurance**

Contractor is responsible for and agrees to provide and maintain all of the following insurance:

- (a) Workers' Compensation and Employers Liability Insurance. Required statutory benefits under North Carolina Workers Compensation Law, and Employer Liability Insurance, with a limit of \$500,000 of each occurrence.
- (b) Commercial General Liability Insurance. Coverage for all independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy must provide liability limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Catawba County must be named as an additional insured under this policy.
- (c) Automobile Liability Insurance. Covering all owned, non-owned and hired vehicles, providing liability limits of at least \$1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage. Catawba County must be named as an additional insured under this policy.
- (d) Medical Professional Liability Insurance. Contractor will maintain Medical Professional Liability Insurance providing liability insurance limits of at least \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate. Contractor agrees to maintain this coverage for period of at least two (2) years beyond the termination date of this Contract.
- (e) Umbrella Liability Insurance. Contractor shall provide coverage as excess above the underlying Commercial General Liability Insurance, Automobile Liability Insurance, and Medical Professional Liability Insurance policies required by this Contract. This coverage must provide excess liability limits at least in the amount

of \$5,000,000 per occurrence, combined single limits, applicable to claims arising from bodily injury, personal injury and/or property damage. Catawba County is to be included as an additional insured under the Umbrella Liability Insurance coverage.

Proof of all insurance requirements must be provided to County prior to the beginning of the contract period and annually thereafter. Certificates of insurance shall require at least thirty (30) days' notice of cancellation or material change and shall list County, its agent, officers, and employees, as additional insureds, as required. Contractor agrees to indemnify County if the insurance policies referenced in this section and the Certificates of Insurance do not contain, at a minimum, the coverage amounts listed on the Certificates of Insurance and as required in this section.

#### **10. Indemnification**

Contractor shall indemnify, defend and hold the County, its elected officials, the Sheriff, and all officers, agents and employees harmless from and against any claims arising out of Contractor's provision of services at the Detention Facility; provided, however, that Contractor will not be responsible for indemnifying any claim arising out of: (i) any grossly negligent or willful failure by the County or any of its officials, agents, or employees other than Contractor or its employees; (ii) County's failure to comply with applicable federal, state, and local regulations, (iii) any actions, omissions, matters, or incidents which occurred prior to the commencement of Contractor's services (including, without limitation, any medical services provided to inmates prior to the commencement of Contractor's services), (iv) the County, its officers, agents or employees preventing an inmate from receiving medical care ordered by Contractor or its agents, or (v) the breach of any obligations of the County, its officials, or its employees as set forth in this Agreement or the RFP.

#### **11. Nondiscrimination**

(a) During the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to its normal operation. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.

(b) Contractor, in all solicitations or advertisements for employees placed by or on its behalf, will state that it is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the above requirements.

(d) Contractor will include the provisions of paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**12. Payment of Subcontractors**

Contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to Contractor under this contract for work performed by a subcontractor under this contract:

- (a) Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under this contract, or
- (b) Notify County and the subcontractor, in writing, of Contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment.

Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid after seven days following receipt of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of County, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

**13. Federal Identification Number**

Contractor's federal identification number is 54-1823521.

**14. Drug-Free Workplace**

During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**15. Venue for Suit**

This Contract shall be interpreted under the laws of the State of North Carolina without regard to conflicts of laws provisions. Any action for breach or enforcement of this agreement shall be brought and litigated in Catawba County, North Carolina.

## **16. Termination**

This Contract may be terminated by the County prior to the end of the Term by written notice to the Contractor upon the occurrence of any of the following events and continuance thereof for a period of thirty (30) days after such written notice: (i) Contractor becomes insolvent or subject to any proceeding under the federal bankruptcy laws or other similar laws for the protection of creditors; or (ii) Contractor materially breaches any term, provision, representation or warranty of this Contract and such breach is not cured within such thirty (30) day period.

This Contract may be terminated by Contractor prior to the end of the Term by written notice to the County upon the occurrence of any of the following events and continuance thereof for a period of thirty (30) days after such written notice: the County materially breaches any term, provision, representation or warranty of this Contract and such breach is not cured within such thirty (30) day period provided that if the County's breach is related to a failure to make a payment, such payment is not subject to a good faith dispute asserted in writing during the notice period, which writing contains a reasonably detailed description of the dispute.

Upon termination, Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date. In the event of any termination, Contractor shall cooperate in the orderly transition of medical services to another provider such that the transition has minimal impact on County.

County shall not be entitled to terminate this Contract prior to the end of the Term for convenience or any reason other than pursuant to this Section 16.

## **17. Ownership of Materials**

Notwithstanding anything in the RFP to the contrary, the County acknowledges and agrees that Contractor has previously developed certain proprietary and confidential guidelines, policies, procedures, protocols, manuals and forms for the provision of healthcare services to correctional institutions (collectively, "Contractor Materials"), that such Contractor Materials are valuable to Contractor in that they enable Contractor to provide the healthcare services more efficiently and with greater quality, and that Contractor owns all rights, title and interest in and to such Contractor Materials (including, but not limited to, the right to seek copyright, patent or other registration for such Contractor Materials). During the term of this Contract, Contractor will utilize the Contractor Materials in the performance of its duties hereunder. Contractor recognizes County must comply with applicable federal and state laws, including public record laws, subpoenas, and court orders requiring release of documents. Upon receipt of any request, subpoena or court order, County will notify Contractor, via email or telephone call. Contractor shall promptly, but in no case more than three (3) business days, indicate to County if it is okay to release said materials or if Contractor is going to intervene in an effort to prevent the disclosure of any confidential information.

The Detention Facility has an electronic medical records system. Contractor acknowledges that such Contractor Materials may be utilized and stored within such electronic medical records system, on the computer hardware owned by County and in any cloud based system used by the Detention Facility. During the term of this Contract, and following expiration or termination of

this Contract, County agrees to use the Contractor Materials for County's internal use only; shall not disclose, transfer or license any Contractor Materials to any third party; and shall ensure that its agreements with electronic medical records system providers, data storage companies or other third party vendors ("EMR Vendors") who have access to the Contractor Materials prohibit all such EMR Vendors from using, licensing, disclosing or otherwise transferring the Contractor Materials.

Contractor acknowledges County by law must comply with Chapter 132 of the North Carolina General Statutes. If a third party makes public records request for information declared and marked "confidential", Contractor agrees to indemnify County for all attorney fees associated with any legal action. Additionally, Contractor shall intervene in any lawsuit or declaratory judgment to determine whether the documents requested meet the requirements of law as a trade secret or confidential information.

As the owner of the Contractor Materials, Contractor shall be entitled, during the term of this Contract and following termination of this Contract, to use the Contractor Materials for any purpose including, without limitation, providing healthcare services to other Detention Facility's and correctional facilities; provided that in all cases Contractor shall not use specific inmate or patient data. Upon the termination of this Contract, Contractor agrees that the County shall have the right to continue using, for the County's internal use only, any Contractor Materials previously provided by Contractor; provided that the County shall not be entitled to disclose, transfer or license any Contractor Materials to any third party (including any subsequent provider or contractor). In addition, any modifications or improvements to the Contractor Materials developed during the term of this Contract shall not be considered a work for hire and shall be owned exclusively by Contractor, subject to the County's limited right to use such materials as described above.

**18. Notices**

All notices and requests by the County or Contractor shall be in writing and shall be delivered (a) by certified mail, return receipt requested, or (b) by a nationally recognized overnight delivery service (such as Fed Ex) with delivery charges prepaid, to the correct address of the parties set forth below. Either party may change its address by giving notice of the new address to the other party as follows:

County:	Mick Berry County Manager, Catawba County Post Office Box 389 Newton, North Carolina 28658
Copy to:	County Attorney Attn: Debra Bechtel, County Attorney PO Box 389 Newton, NC, 28658

Contractor: MEDIKO, Inc.  
3900 Westerre Parkway, Suite 302  
Richmond, VA 23233

**19. Force Majeure**

Neither party shall be liable, or deemed to be in default, for any delay, interruption or failure in performance under this Contract resulting directly or indirectly from acts of God; force majeure events; acts of civil or military authority; acts of terrorism; fires; floods; accidents; explosions; earthquakes; strikes or labor disputes; loss or interruption of electrical power or other public utility; freight embargoes or delays in transportation; or any similar or dissimilar cause beyond its reasonable control.

**20. Employment of Illegal Aliens**

Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform Act.

**21. § E-Verify.**

Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**22. Iran Divestment Act Certification.**

By executing this contract, the Contractor certifies that, as of the date of execution, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C. G. S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

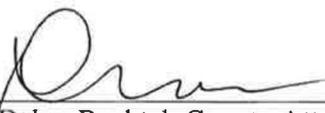
**THIS INSTRUMENT** has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: 6-15-20

  
\_\_\_\_\_  
Bob Miracle, Chief Finance Director and Assistant  
County Manager

APPROVED AS TO FORM

Date: 6-15-20

  
\_\_\_\_\_  
Debra Bechtel, County Attorney

IN WITNESS WHEREOF, the parties hereunto have set their hands on the day and year above first written.



CATAWBA COUNTY

*[Handwritten Signature]*

C. Randall Isenhower  
Chair of the Catawba County Board of Commissioners

(SEAL)

ATTEST:

*[Handwritten Signature]*

Name: Barbara E. Morris

Title: County Clerk

MEDIKO, INC.

By:

*[Handwritten Signature]*

Kaveh Ofogh MB  
President/CEO

State of Virginia  
County of Henrico

I, Tina R. Taylor, a Notary Public in and for the County and State aforesaid, do hereby certify that Kaveh Ofogh, MD personally came before me this day and acknowledged that he/she is the President/CEO of MEDIKO, Inc., a Virginia company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 17 day of June, 2020.

Tina Renee Taylor  
Notary Public  
Printed Name: Tina Renee Taylor  
My Commission Expires: 12/31/23

{Seal}



Exhibit A  
Schedule 2(C)  
Cost Pool

As described in Section 3(c), Contractor's financial responsibility for all costs and expenses associated with any services, products, equipment or other matters listed in Section 4(c) of this Contract ("Shared Cost Services") shall be limited by an annual cost pool as described in this Schedule 2(C).

1. Shared Cost Services for all Shared Costs account for \$60,000 of the annual Base Compensation and shall only be used to pay expenses resulting from Shared Cost Services. Contractor shall pay for Shared Cost Services for inmates up to \$60,000 per year for all inmates in the aggregate. The County shall be responsible for any expenses resulting from Shared Cost Services that exceed \$60,000 per year for all inmates in the aggregate.

2. If the costs paid by Contractor in any fiscal year for Shared Cost Services exceed the amount of the Cost Pool described above, Contractor may refer all additional invoices for costs for Shared Cost Services exceeding the amount of the Cost Pool to the County for payment by the County directly to the third party provider. For any costs directly paid by Contractor in any Contract Year for Shared Cost Services that exceed the amount of the Cost Pool described above, Contractor shall invoice County for such amount. County shall pay such invoice within thirty (30) days of the date of invoice. If County fails to pay such invoice within such thirty (30) day period, interest shall accrue on the unpaid balance at a rate of one percent (1%) each month.

3. Cost pool reconciliation shall be completed annually within 90 calendar days of the end of each twelve (12) month contract period.

4. If the reconciliation shows that Contractor has paid amounts in excess of the Cost Pool amount, the County shall reimburse such amounts in excess of the Cost Pool to Contractor within 30 days of Contractor submitting the Cost Pool reconciliation as described above.

5. If the reconciliation shows that a portion of the Cost Pool amount was not used by Contractor during a Contract Year, then Contractor and County shall handle such unpaid amount as follows: If the Contract is renewed for a subsequent Extension Term, any unused amount of the Cost Pool shall be returned via check to the County within 30 days of the reconciliation. If the Contract is terminated, any unused amount of the Cost Pool shall be returned via check to the County within 90 days of the termination of this Contract; provided that if Contractor receives a bill or invoice for a Shared Cost Services subject to the Cost Pool after Contractor has refunded such amount to County, County shall pay such bill or invoice directly.

6. Pre-paid Cost Pool amounts shall be reviewed annually and adjusted, as necessary, by mutual agreement through a contract modification.

Exhibit B  
Staffing Matrix

**Proposed Staffing Matrix Catawba County Detention Center**

DAY SHIFT										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBD	Hrs/Wk	FTE
<i>Health Services Administrator(RN)*</i>	8	8	8	8	8				40.00	1.000
<i>Administrative Assistant/MRC</i>	8	8	8	8	8				40.00	1.000
<i>Licensed Practical Nursing (LPN)</i>	12	12	12	12	12	12	12		84.00	2.100
<i>Certified Medication Technician (CMT)</i>	8	8	8	8	8	8	8		56.00	1.400
<i>Medical Director - Physician (MD)*</i>								3	3.00	0.075
<i>Advanced Practice Clinician (NP/PA)*</i>								8	8.00	0.200
<b>Total Hours/FTE - Day</b>	<b>36.00</b>	<b>36.00</b>	<b>36.00</b>	<b>36.00</b>	<b>36.00</b>	<b>20.00</b>	<b>20.00</b>	<b>11.00</b>	<b>231.00</b>	<b>5.775</b>

EVENING SHIFT										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBD	Hrs/Wk	FTE
<i>Certified Medication Technician (CMT)</i>	8	8	8	8	8	8	8		56.00	1.400
<b>Total Hours/FTE- Night</b>	<b>8.00</b>	<b>0.00</b>	<b>56.00</b>	<b>1.400</b>						

NIGHT SHIFT										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBD	Hrs/Wk	FTE
<i>Licensed Practical Nursing Staff (LPN)</i>	12	12	12	12	12	12	12		84.00	2.100
<b>Total Hours/FTE- Night</b>	<b>12.00</b>	<b>0.00</b>	<b>84.00</b>	<b>2.100</b>						

**Proposed Staffing Matrix - Catawba County - Total Staffing**

Roll-up Totals										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBD	Hrs/Wk	FTE
<i>Health Services Administrator*</i>	8	8	8	8	8				40.00	1.000
<i>Administrative Assistant/MRC</i>	8	8	8	8	8				40.00	1.000
<i>Licensed Practical Nursing Staff (LPN)</i>	24	24	24	24	24	24	24		168.00	4.200
<i>Certified Medication Technician (CMT)</i>	16	16	16	16	16	16	16		112.00	2.800
<i>Medical Director - Physician (MD)*</i>								3	3.00	0.075
<i>Advanced Practice Clinician (NP/PA)*</i>								8	8.00	0.200
<b>Total Hours/FTE - All Shifts</b>	<b>56.00</b>	<b>56.00</b>	<b>56.00</b>	<b>56.00</b>	<b>56.00</b>	<b>40.00</b>	<b>40.00</b>	<b>11.00</b>	<b>371.00</b>	<b>9.275</b>

\* Includes Shared 24/7 On-Call Coverage

**THIS INSTRUMENT** has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: 5/6/2022

DocuSigned by:  
*Mary Morrison*  
F99CF387040E423...

Mary Morrison, Assistant Finance Director  
Account Number: 110-220050-856300  
Amount: \$15,794.42  
Grant Name & Number (if applicable):

**APPROVED AS TO FORM**

Date: 5/4/2022

DocuSigned by:  
*Joshua Teague*  
C3F7D08E01D74A8...

Joshua Teague, Assistant County Attorney

**FIRST AMENDMENT TO  
INMATE MEDICAL SERVICES CONTRACT**

THIS FIRST AMENDMENT (“Amendment”) to Inmate Medical Services Contract, dated March 28, 2022, is made by MEDIKO, Inc. (“Contractor”) and Catawba County, North Carolina (“County”) and recites and provides as follows:

**RECITALS:**

A. Contractor and County are parties to an Inmate Medical Services Contract dated June 15, 2020 (“Contract”), for the provision of certain inmate health care services at the Catawba County Detention Center (“Jail”) located at 100 Government Drive, Newton, NC 27205 commencing July 1, 2020.

B. The parties desire to amend the terms of the Contract as specifically set forth in this Amendment.

C. Except as specifically modified herein, all provisions of the Contract shall remain in full force and effect.

**AMENDMENT:**

NOW, THEREFORE, in consideration of the above recitals, the agreements made herein and other good and valuable consideration, the Contract is hereby amended as set forth below:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the meanings set forth in the Contract, as amended.

2. In addition to the services described in the Contract, commencing July 1, 2020 and continuing through the Extension terms, the Contractor shall provide additional services as described on Exhibit A attached hereto.

3. As compensation for the services described in Exhibit A attached hereto, the Jail shall pay the Contractor an amount equal to \$15,794.42 per month through the current Extension Term ending on June 30, 2022.

4. In all other respects, the Contract is hereby ratified and confirmed.

5. This Amendment may be signed in any number of counterparts but all counterparts taken together shall constitute one agreement.

*[Signatures on Following Page]*

*[Signature Page to FIRST Amendment to Inmate Medical Services Contract]*

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

MEDIKO, INC.	CATAWBA COUNTY
PRINTED NAME: Kaveh Ofogh, MD	PRINTED NAME: <i>Randall C. Isenhower</i>
SIGNATURE:	 SIGNATURE:
TITLE: Founder & CEO	TITLE: <i>Chair</i>
DATE:	DATE: <i>4-18-22</i>

## EXHIBIT A

Effective April 10, 2022, Contractor will expand services provided in the Contract to include the addition of a mental health professional and Psychiatric hours.

### **Mental Health Professional**

(1.0 FTE) Qualified Mental Health Professional who holds a Master's degree in a behavioral health field of study such as psychology, social work, counseling, or substance abuse

- 24/7 on call responsibility for risk assessment
- Conducts mental health assessments with inmates identified with a known or suspected mental illness, prioritized as Emergent, Urgent, or Routine as determined by the Jail Medical Services staff
- Frequently monitors patients identified as having Mental Health Special Needs (including all juveniles) and develops treatment plans accordingly
- Directly accountable to the psychiatrist for clinical direction, treatment planning, and managing follow up of patients as needed
- Communicates with the psychiatrist for acute patients in need of inpatient hospitalization
- Coordinates needs of patients discharged from inpatient hospitalization and returning to the jail
- Prioritizes and coordinates clinic visits with the psychiatrist
- Coordinates any court services as needed (i.e., competency evaluations)
- Provides brief supportive counseling

### **Psychiatrist**

Psychiatrist scheduled one day per week, 4-hour shift

- Provides independent psychiatric care as referred by nursing, physician, and/or QMHP staff based on the presentation of the inmate patient, mental health history, or current issues
- Oversees medication management of all inmate patients currently prescribed psychotropic medications
- Initiates psychiatric care for patients with mental illness inclusive of diagnosis and medication management
- Consults with mental health professional for any patient in need of inpatient hospitalization
- Implements a chronic care clinic for patients identified with mental illness, based upon diagnosis and mental status
- Utilizes Telepsychiatry technology

The Services provided by Contractor under the Contract and Staffing Matrix will remain the same as set forth in the Contract and related Amendments and will be increased by the following staffing Matrix:

<b>Staffing Catawba County Detention Facility Mental Health Services Addition</b>									
<b>DAY SHIFT</b>									
POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	Hrs/Wk	FTE
Mental Health Professional (QMHP-A)	8	8	8	8	8			40.00	1.000
Psychiatrist			4					4.00	0.100
<b>Total Hours/FTE - Day</b>	<b>8.00</b>	<b>8.00</b>	<b>12.00</b>	<b>8.00</b>	<b>8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>44.00</b>	<b>1.100</b>

In the event the Services are provided prior to April 10, 2022, an hourly rate will be billed per hour provided as follows:

Mental Health Counselor	\$ 60.82
Psychiatrist	\$ 303.02

**THIS INSTRUMENT** has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

8/8/2022  
Date: \_\_\_\_\_

DocuSigned by:  
*Mary Morrison*  
F99CF387040E423...

\_\_\_\_\_  
Mary Morrison, Assistant Chief Financial Officer  
Account Number: 110-220050-856300  
Amount: \$1,369,987.94  
Grant Name & Number (if applicable):

**APPROVED AS TO FORM**

8/8/2022  
Date: \_\_\_\_\_

DocuSigned by:  
*Joshua Teague*  
C3F7D08E01D74A8...

\_\_\_\_\_  
Joshua Teague, Assistant County Attorney

**SECOND AMENDMENT TO  
INMATE HEALTH CARE SERVICES CONTRACT**

THIS SECOND AMENDMENT (“Amendment”) to Inmate Health Care Services Contract, dated \_\_\_\_ July 1st \_\_\_\_, 2022, is made by MEDIKO, Inc. (“Contractor”) and the Catawba County, North Carolina (“County”) and recites and provides as follows:

**RECITALS:**

A. Contractor and County are parties to an Inmate Medical Services Contract dated June 15, 2020 (“Contract”), for the provision of certain inmate health care services at the Catawba County Detention Center (“Jail”) located at 100 Government Drive, Newton, NC 27205 commencing July 1, 2020. The Contract was amended by a First Amendment to Inmate Health Care Services Contract dated March 28, 2022 (“First Amendment”).

B. The parties desire to further amend the terms of the Contract as specifically set forth in this Second Amendment.

C. Except as specifically modified herein, all provisions of the Contract shall remain in full force and effect.

**AMENDMENT:**

NOW, THEREFORE, in consideration of the above recitals, the agreements made herein and other good and valuable consideration, the Contract is hereby amended as set forth below:

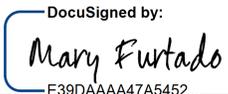
1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the meanings set forth in the Contract, as amended.

2. The Base Compensation for the period beginning July 1, 2022 and ending June 30, 2023 (the “Renewal Term”) shall equal \$1,369,987.94 per year or \$114,165.66 per month.

3. In all other respects, the Contract, as previously amended is hereby ratified and confirmed.

4. This Amendment may be signed in any number of counterparts but all counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed intending to be bound thereby.

MEDIKO, INC.	COUNTY OF CATAWBA
PRINTED NAME: Kaveh Ofogh, MD	PRINTED NAME: Mary Furtado
SIGNATURE:	SIGNATURE:  E39DAAA47A5452...
TITLE: Founder & CEO	TITLE: County Manager
DATE:	DATE: 8/8/2022

**THIS INSTRUMENT** has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: 12/22/2023

DocuSigned by:  
*Mary Morrison*  
F99CF387040E423...

Mary Morrison, Assistant Finance Director  
Account Number: 110-220050-856300  
Amount: Grant subaward  
Grant Name & Number (if applicable):

**APPROVED AS TO FORM**

Date: 12/22/2023

DocuSigned by:  
*Joshua Teague*  
C3F7D08E01D74A8...

Joshua Teague, Assistant County Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Risk Management

**SECOND AMENDMENT TO  
INMATE HEALTH CARE SERVICES CONTRACT**

THIS THIRD AMENDMENT (“Amendment”) to Inmate Health Care Services Contract, dated December 4, 2023, is made by MEDIKO, Inc. (“Contractor”) and the Catawba County, North Carolina (“County”) and recites and provides as follows:

**RECITALS:**

A. Contractor and County are parties to an Inmate Medical Services Contract dated June 15, 2020 (“Contract”), for the provision of certain inmate health care services at the Catawba County Detention Center (“Jail”) located at 100 Government Drive, Newton, NC 27205 commencing July 1, 2020. The Contract was amended by a First Amendment to Inmate Health Care Services Contract dated March 28, 2022 (“First Amendment”) and a Second Amendment to Inmate Health Care Services Contract dated July 1, 2022 (“Second Amendment”).

B. The parties desire to further amend the terms of the Contract as specifically set forth in this Second Amendment.

C. Except as specifically modified herein, all provisions of the Contract shall remain in full force and effect.

**AMENDMENT:**

NOW, THEREFORE, in consideration of the above recitals, the agreements made herein and other good and valuable consideration, the Contract is hereby amended as set forth below:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the meanings set forth in the Contract, as amended.

2. In addition to the services described in the Contract, commencing January 1, 2024 and continuing through the Extension terms, the Contractor shall provide additional services as described on Exhibit A attached hereto.

3. As compensation for the services described in Exhibit A attached hereto, the Jail shall pay the Contractor an amount equal to \$14,988.75 per month through the current Extension Term ending on June 30, 2024.

4. In all other respects, the Contract, as previously amended is hereby ratified and confirmed.

5. This Amendment may be signed in any number of counterparts but all counterparts taken together shall constitute one agreement.

*[Signatures on Following Page]*

*[Signature Page to THIRD Amendment to Inmate Medical Services Contract]*

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed intending to be bound thereby.

MEDIKO, INC.	COUNTY OF CATAWBA
PRINTED NAME: Kaveh Ofogh, MD	PRINTED NAME: Donald G Brown II
SIGNATURE:  <small>DocuSigned by: F69CCD25E8054CB...</small>	SIGNATURE: 
TITLE: Founder & CEO	TITLE: Sheriff
DATE:	DATE: 12/19/23

EXHIBIT A

Effective January 1, 2024, Contractor will expand services and on-site staffing hours provided in the Contract to include the addition of a Medications for Opioid Use Disorder (MOUD) program as described below:

**Catawba County Detention Center  
Medication For Opioid Use Disorder (MOUD) Program Staffing**

POSITION	DAY SHIFT							Hrs/Wk	FTE
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
<i>Registered Nurse (RN) - MOUD Program</i>	8	8	8	8	8			40.00	1.000
<b>Total Hours/FTE - Day</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40.00</b>	<b>1.000</b>

The role of the MAT/MOUD Nurse includes the following:

- Collaborate with the Behavioral Health Clinician (BHC), performs initial assessment and intake obtaining social, medical, mental health, substance abuse and medication history
- Collaborates, communicates, and meets with MOUD treatment team and other practice care team staff, as needed and required
- Provide education and assessment to patients looking to access MOUD treatment programs
- Assess and monitor patients in the induction, stabilization, and maintenance phases of treatment through the Clinical Opiate Withdrawal Scale (COWS) scoring system.
- Provide ongoing management, education, and support of patients in all phases of treatment including: nursing visits on a scheduled and random basis, urine toxicology screens, routine labs, and medication management including teaching, monitoring, pill counts, observed dosing, and processing medication refills
- Exhibits non-judgmental, empathetic and supportive approach when communicating with patients/families and staff
- Follow State and Federal guidelines in providing care to opioid dependent patients in collaboration with licensed, prescribing physicians and pharmacy.
- Complete appropriate documentation with record keeping
- Provides adequate discharge planning in the absence of a discharge planner

The Role of the MOUD Clinician includes the following:

- Evaluate incarcerated individuals with OUD that qualify for MOUD treatment from a clinical perspective
- Collaborate with the MAT/MOUD Nurse in all aspect of the MAT Program
- Prescribe MOUD Treatment for Phase 1 (those already on prescribed fixed dose regimen from a community OTP) and Phase 2 (those individuals with OUD who are properly screened for MOUD treatment induction with Buprenorphine/Naloxone (Suboxone))
- Available to prescribe MOUD treatment 24/7
- Provide MOUD education to staff and inmates
- Continue with periodic medical evaluations
- Educate security and medical staff in preventing Diversion
- Communicate with local agencies involved with MOUD and during the discharge planning process

Execution of this document in the space provided below acknowledges approval of the terms and provisions of this Agreement.

**Catawba County**

Date: 10/27/2025

DocuSigned by:  
*Mary Furtado*  
E39DAAA47A5452...

By: Mary Furtado, County Manager

**Mediko**

Date: \_\_\_\_\_

By: Candice Hansley, CFO

**THIS INSTRUMENT** has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: 10/27/2025

DocuSigned by:  
*Mary Morrison*  
F99CF387040E423...

Mary Morrison, Chief Financial Officer  
Account Number: 110-220050-856300  
Amount: \$1,676,887.81  
Source: Federal \_\_\_ State \_\_\_ Local X  
Grant Name & Number (if applicable):  
Date Grant Approved by BOC: \_\_\_\_\_

**APPROVED AS TO FORM**

Date: 10/24/2025

DocuSigned by:  
*Josh Teague*  
C3F7D08E01D74A8...

Joshua Teague, Assistant County Attorney

Date: 10/24/2025

DocuSigned by:  
*Jake Robinson*  
C857BB93B0AE41C...

Jake Robinson, Risk Management

**Proposal for  
Comprehensive Healthcare  
for Catawba County Detention Center,  
North Carolina**



**MEDIKO**

**CORRECTIONAL HEALTHCARE**

**FOURTH AMENDMENT TO  
INMATE HEALTH CARE SERVICES CONTRACT**

THIS FOURTH AMENDMENT (“Amendment”) to Inmate Health Care Services Contract, dated December 4, 2023, is made by MEDIKO, Inc. (“Contractor”) and the Catawba County, North Carolina (“County”) and recites and provides as follows:

**RECITALS:**

A. Contractor and County are parties to an Inmate Medical Services Contract dated June 15, 2020 (“Contract”), for the provision of certain inmate health care services at the Catawba County Detention Center (“Jail”) located at 100 Government Drive, Newton, NC 27205 commencing July 1, 2020. The Contract was amended by a First Amendment to Inmate Health Care Services Contract dated March 28, 2022 (“First Amendment”), a Second Amendment to Inmate Health Care Services Contract dated July 1, 2022 (“Second Amendment”), and a Third Amendment to Inmate Health Care Services Contract dated December 4, 2023.

B. The parties desire to further amend the terms of the Contract as specifically set forth in this Amendment.

C. Except as specifically modified herein, all provisions of the Contract shall remain in full force and effect.

**AMENDMENT:**

NOW, THEREFORE, in consideration of the above recitals, the agreements made herein and other good and valuable consideration, the Contract is hereby amended as set forth below:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the meanings set forth in the Contract, as amended.
2. In addition to the services described in the Contract, commencing October 1, 2025 and continuing through the Extension terms, the Contractor shall adjust the services as described on Exhibit A attached hereto.
3. In all other respects, the Contract, as previously amended is hereby ratified and confirmed.
4. This Amendment may be signed in any number of counterparts but all counterparts taken together shall constitute one agreement.

*[Signatures on Following Page]*

*[Signature Page to FOURTH Amendment to Inmate Medical Services Contract]*

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed intending to be bound thereby.

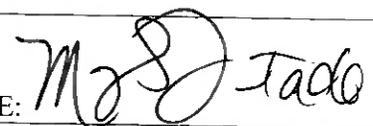
MEDIKO, INC.	COUNTY OF CATAWBA
PRINTED NAME: Kaveh Ofogh, MD	PRINTED NAME: Mary Furtado
SIGNATURE:	SIGNATURE: 
TITLE: Founder & CEO	TITLE: County Manager
DATE:	DATE: 10/2/25

EXHIBIT A

Effective October 1, 2025, Contractor will adjust the staffing matrix for some reorganization as described below:

**Proposed Staffing Matrix - Catwaba County Detention Center  
2025 Program Update - New Program Staffing Matrix Comparison**

POSITION	DAY SHIFT							Hrs/Wk	FTE
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
Administrative Assistant	-8	-8	-8	-8	-8	0	0	-40.00	-1.000
<b>Total Hours/FTE - Day</b>	<b>-8.00</b>	<b>-8.00</b>	<b>-8.00</b>	<b>-8.00</b>	<b>-8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-40.00</b>	<b>-1.000</b>

POSITION	EVENING SHIFT							Hrs/Wk	FTE
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
Licensed Practical Nursing Staff (LPN)	0	0	0	6	12	12	12	42.00	1.050
Certified Medication Technician (CMT)	-8	-8	-8	-8	-8	-8	-8	-56.00	-1.400
<b>Total Hours/FTE - Day</b>	<b>-8.00</b>	<b>-8.00</b>	<b>-8.00</b>	<b>-2.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>-14.00</b>	<b>-0.350</b>

POSITION	Proposed Roll-up Totals							Hrs/Wk	FTE
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
Administrative Assistant	-8	-8	-8	-8	-8	0	0	-40.00	-1.000
Certified Medication Technician (CMT)	-8	-8	-8	-8	-8	-8	-8	-56.00	-1.400
LPNs	0	0	0	6	12	12	12	42.00	1.050
<b>Total Hours/FTE - Day</b>	<b>-16.00</b>	<b>-16.00</b>	<b>-16.00</b>	<b>-10.00</b>	<b>-4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>-54.00</b>	<b>-1.350</b>

The updated staffing matrix for the County is:

**Proposed Staffing Matrix - Catwaba County Detention Center  
2025 Program Update - New Program Staffing Matrix**

POSITION	DAY SHIFT							Hrs/Wk	FTE
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
Administrative Assistant								0.00	0.000
Certified Medication Technician (CMT)	8	8	8	8	8	8	8	56.00	1.400
Health Services Administrator RN*	8	8	8	8	8			40.00	1.000
RN - MOUD/MAT	8	8	8	8	8			40.00	1.000
LPN/Shfit	12	12	12	12	12	12	12	84.00	2.100
Medical Director/Physician*		0	3	0	0	0	0	3.00	0.075
Mental Health Professional	8	8	8	8	8	0	0	40.00	1.000
Mid-Lever Provider (PA/NP)*	8		0	0	0	0	0	8.00	0.200
Psychiatrist	0	0	4	0	0	0	0	4.00	0.100
<b>Total Hours/FTE - Day</b>	<b>52.00</b>	<b>44.00</b>	<b>51.00</b>	<b>44.00</b>	<b>44.00</b>	<b>20.00</b>	<b>20.00</b>	<b>275.00</b>	<b>6.875</b>

POSITION	EVENING SHIFT							Hrs/Wk	FTE
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
Licensed Practical Nursing Staff (LPN)				6	12	12	12	42.00	1.050
Certified Medication Technician (CMT)								0.00	0.000
<b>Total Hours/FTE - Day</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6.00</b>	<b>12.00</b>	<b>12.00</b>	<b>12.00</b>	<b>42.00</b>	<b>1.050</b>

**NIGHT SHIFT**

POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hrs/Wk	FTE
Licensed Practical Nursing Staff (LPN)	12	12	12	12	12	12	12	84.00	2.100
<b>Total Hours/FTE - Day</b>	<b>12.00</b>	<b>84.00</b>	<b>2.100</b>						

**Proposed Roll-up Totals**

POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hrs/Wk	FTE
Administrative Assistant	0	0	0	0	0	0	0	0.00	0.000
Certified Medication Technician (CMT)	8	8	8	8	8	8	8	56.00	1.400
Health Services Administrator RN*	8	8	8	8	8	0	0	40.00	1.000
RNs	8	8	8	8	8	0	0	40.00	1.000
LPN/Shfit	24	24	24	30	36	36	36	210.00	5.250
Medical Director/Physician*	0	0	3	0	0	0	0	3.00	0.075
Mental Health Professional (QMHP-A)	8	8	8	8	8	0	0	40.00	1.000
Mid-Lever Provider (PA/NP)*	8	0	0	0	0	0	0	8.00	0.200
Psychiatrist	0	0	4	0	0	0	0	4.00	0.100
<b>Total Hours/FTE - Day</b>	<b>64.00</b>	<b>56.00</b>	<b>63.00</b>	<b>62.00</b>	<b>68.00</b>	<b>44.00</b>	<b>44.00</b>	<b>401.00</b>	<b>10.025</b>