INMATE HEALTH CARE SERVICES CONTRACT

THIS CONTRACT ("Contract") is entered into this day of day of day of between Buncombe County, North Carolina, ("County") and MEDIKO, Inc., a Virginia professional corporation ("Mediko" or "Contractor").

WHEREAS, the County operates the Buncombe County Detention Facility, located at 20 Davidson Drive, Asheville, NC 28801 (the "Jail");

WHEREAS, Contractor submitted a Proposal for Jail Health Services to the Jail dated January 15, 2020 ("Proposal");

WHEREAS, the County determined that Contractor's professional qualifications and proposed services are deemed meritorious and desires to award a contract for comprehensive inmate medical, mental health, pharmacy and medical laboratory services at the Jail in the manner prescribed herein.

NOW THEREFORE, 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 two (2) years beginning July 1, 2020 ("Start Date") and ending June 30, 2022 ("Initial Term"). This Contract shall automatically renew for successive one-year extension terms (each an "Extension Term") (collectively, the Initial Term and any Extension Term, the "Term") unless either party provides written notice of termination at least sixty (60) days prior to the end of the then current Term. This Contract may be renewed for up to five (5) one-year Extension Terms. This Contract may be terminated prior to the end of the Term only as set forth in Section 14 below.

2. Compensation for Services

(a) <u>Base Compensation</u>. For the first twelve (12) months of the Term ("Initial Period"), the County shall pay Contractor as set forth below on a monthly basis ("Monthly Compensation"). The Monthly Compensation is based on an annual rate set forth below, divided into twelve equal monthly installments ("Base Compensation"). The Contractor will amend the Base Compensation and Monthly Compensation based on the options below upon notification from the County or after two consecutive months at the increased or decreased ADP levels (decreased levels of ADP are subject to negotiation as outlined below). The Average Daily Population ("ADP") will equal the sum of the inmate population at the Jail each day during the given month divided by the total days in that given month. By way of example, the ADP for August in any year will equal the sum of the inmate population on each of the 31 days during the month divided by 31. At the start of this agreement the ADP level is between 350 and 450, Contractor is required to provide 13.5 FTEs, and the monthly compensation is \$131,937.42. The ADP count will take place at the beginning of each successive month for the previous month's count. If the ADP at the Jail declines more than 10% below the lower range of the ADP

thresholds in the chart below for a period of two (2) consecutive months, Contractor and County shall negotiate in good faith adjustments to staffing or services for the remainder of the Term that takes into account the decrease in inmate population; provided that Jail recognizes that Contractor will not be required to terminate or reduce the hours of any employees or personnel, including personnel it hired based on higher ADP numbers. By way of example and not limitation, if the ADP declined to 405 (10% below 450) for a period of two consecutive months, the parties would institute negotiations as described in the preceding sentence.

| Option | FTEs | Base Compensation | Monthly Compensation |
|---------------|------|-------------------|----------------------|
| ADP 350 – 450 | 13.5 | \$ 1,583,249 | \$ 131,937.42 |
| ADP 450 – 550 | 14.9 | \$ 1,692,085 | \$ 141,007.07 |
| ADP 550 – 650 | 17.5 | \$ 2,046,452 | \$ 170,537.67 |
| MAT Addition | 2.1 | \$ 232,432 | \$ 19,369.33 |

Monthly payments shall be made by County on or before the tenth (10th) 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) <u>ADP</u>. County acknowledges that if the ADP at Jail's facility exceeds 650 inmates, Contractor will be required to hire additional personnel and will incur additional costs and expenses to provide the same level of services to such increased inmate population. Accordingly, if the ADP at Jail's facility exceeds 650 inmates (the "ADP Threshold") for two consecutive months, Contractor and County shall negotiate in good faith an increased amount of compensation for the remainder of the Term that takes into account the additional personnel and other costs incurred by Contractor in connection with providing services to such increased inmate population. If Contractor and County are unable to agree on an increased amount of compensation within fifteen (15) days of Contractor notifying County in writing of the need to increase Base Compensation, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

3. Scope of Services and Provision of Services

- (a) General Scope. Except as provided below, Contractor shall provide medical, dental, mental health, pharmacy and medical laboratory services to the inmates of the Jail 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. Mediko will work with the County to ensure that the Jail Health Plan is accurate and meets the state requirements and the parties will review the Jail Health Plan each year. In addition, Mediko and the Jail will review grievances, outside medical services and chronic care inmates on a monthly basis. If there is a conflict between the terms of the Proposal and this Contract, the terms of this Contract shall control.
- (b) <u>Staffing Matrix</u>. Any references in the RFP to a Staffing Matrix are hereby deleted and replaced by the Staffing Matrix attached as <u>Schedule A</u>. 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: Registered Nurse: \$35; Licensed Practical Nurse: \$25; Medical Physician: \$125; Psychiatrist: \$180; Medical Clerk/Administrative Assistant: \$17. 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).

- Limitation on Services. Except as provided in Section 2, in no event shall (c) Contractor be responsible for any (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; off-site radiology and other imaging services (including xrays, ultrasounds, CT scans, MRIs, etc); (ii) on-site and off-site dialysis on-site; (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) costs associated with ambulance services; (vi) the cost of maintenance and repair of medical equipment and furniture and fixtures reasonably necessary to operate Detention Center's medical department; (vii) new medical equipment reasonably necessary to operate Detention Center's medical department; (viii) all necessary license and permit fees; (ix) all emergency kits and restocking of emergency kit supplies; (x) 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, dentures, hearing aids, orthopedic devices, etc.; (xi) transportation by officers or ambulance; (xii) information management systems, software and equipment reasonably necessary to operate Jail's medical department in accordance with this Agreement; (xiii) the costs associated with interface of the electronic medical records system for the Jail if Jail elects to introduce such systems; (xiv) the acquisition, maintenance and repair of medical equipment and furniture and fixtures reasonably necessary to operate Jail's medical department; (xv) new or replacement medical equipment and furniture and fixtures reasonably necessary to operate Jail's medical department; (xvi) nonformulary medication (including, but not limited to, HIV and HEP-C medications, blood or plasma factors, dialysis medications, chemotherapy, immuno-therapy, and any other nonformulary medications); (xvii) other medical services rendered by providers who are not employees or independent contractors of Contractor; (xviii) the items listed in Section 3(d); or (xix) 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 Jail. 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) <u>EMR System</u>. Contractor shall purchase and provide an electronic medical record system as described in the Proposal. During the Tern of this Contract, Contractor shall pay the license fees, maintenance fees and other costs associated with such electronic medical records system for the Detention Center, provided that Detention Center shall pay the fees and costs charged by Detention Center's current jail management system for the creation of all interfaces between the Detention Center's current jail 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 Center and

Detention Center shall thereafter pay all future license fees, maintenance fees and other costs associated with such system.

- (e) <u>Discounts:</u> Contractor will work with the Sheriff's Office to identify and negotiate contractual discount agreements with all providers as reasonably necessary to maintain the cost efficiency of Contractor's program at the Jail. Contractor further agrees to provide the Sheriff's Office 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 the sheriff's office informed as to new discount agreements or changes to existing agreements.
- (e) Contractor shall be responsible for all general medical 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.

4. Supervision; Employee Screening

The County and the Superintendent acknowledge and agree that all employees and independent contractors of Contractor, whether previously employed by the Jail or not, shall be supervised and managed by, and be accountable to, Contractor. Accordingly, the Superintendent, Jail management, Jail officers and other Jail personnel shall not participate in the supervision, management or discipline of the employees of Contractor. If the Superintendent or any Jail 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 Superintendent or any Jail personnel are not satisfied with the response of the on-site Health Service Administrator, such concerns shall be promptly communicated to Contractor's regional Health Service Administrator.

If the Superintendent 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 Superintendent 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 Superintendent, 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 Superintendent or his designee at all times shall retain sole discretion over whether to permit any individual to enter the Jail's grounds or facility.

Prior to Contractor hiring health care employees for Jail, it will confirm the employee's certifications, credentials and, if applicable, license. If the County requires fingerprinting, background checks, drug testing or other screenings of Contractor's employees (whether such

employees were previously employed by the Jail or otherwise), the County shall pay all expenses associated with such fingerprinting, background checks, drug testing and other screenings.

5. Duties of Jail

The Jail shall cooperate with Contractor in all respects to ensure that inmate medical care and services will meet or exceed standards dictated by law, regulations, the American Correctional Association and the NCCHC. Such cooperation shall include, but not be limited to, (a) regular access and meetings with the Superintendent 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.

6. Insurance

Contractor is responsible for obtaining medical professional liability insurance, workers' compensation insurance, general liability insurance, bodily injury insurance and automobile liability insurance with limits of liability as set forth below. Workers' compensation insurance shall be maintained in the amount required by applicable state law. Medical professional liability coverage and general liability coverage shall provide minimum limits of liability of \$2,400,000 per occurrence and \$8,000,000 aggregate. Automobile liability coverage and bodily injury coverage shall provide minimum limits of liability of \$1,000,000 per occurrence. Proof of such insurance shall be provided at the beginning of the contract period and annually thereafter to the County. Certificates of insurance shall require at least thirty (30) days' notice of cancellation or material change and shall list County as an additional insured.

7. 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 Jail for any purpose.

8. Indemnification

Contractor shall indemnify, defend and hold the County and its officers, agents and employees harmless from and against any claims arising out of Contractor's performance or non-performance of its obligations hereunder; provided, however, that Contractor will not be responsible for any claim arising out of: (i) the County, its officers, agents or employees preventing an inmate from receiving medical care ordered by Contractor or its agents; (ii) failure by County, its officers, agents or employees to exercise good judgment in promptly presenting an ill or injured inmate to Contractor for treatment; (iii) any failure by the County or any of its officials, agents other than Contractor or its employees to comply with applicable federal, state and local laws and regulations, (iv) 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); (v) the breach of any obligations of the County, its officials, agents other than Contractor or its employees as set forth in this Agreement or the RFP; or (vi) the gross negligence or willful misconduct of the County, its officials, agents other than Contractor or its employees.

9. 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.

10. Payment of Subcontractors

Contractor agrees to take one of the two following actions within 10 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 30 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.

11. Federal Identification Number

Contractor's federal identification number is 54-1823521.

12. 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.

13. 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 Buncombe County, North Carolina.

14. 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 the County.

The 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 14.

15. Entire Agreement

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

- 1. This Contract.
- 2. Staffing matrix attached as Exhibit A.
- 3. Contractor's Proposal.

16. Ownership of Materials

Notwithstanding anything in the RFP to the contrary, the County acknowledges and agrees that Contractor has previously developed certain proprietary 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. If the Jail adopts 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 the County and in any cloud based system used by the Jail. During the term of this Contract, and following expiration or termination of this Contract, the County agrees to use the Contractor Materials for the 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 that the County by law must comply with Chapter 132 of the North Carolina General Statutes. If a third party makes public record request for information declared "confidential", Contractor agrees to indemnify County for all reasonable attorney fees associated with the legal action. Additionally, Contractor agrees to intervene in any lawsuit or declaratory judgment to determine whether the documents requested meet the requirements of N.C.G.S. §132-1.2 as a trade secret or confidential information. The County agrees to notify Contractor of any public record request of information/documents declared "confidential" pursuant to this Agreement.

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 jails 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.

17. 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 in the Proposal. Either party may change its address by giving notice of the new address to the other party.

18. 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.

19. 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.

20. § 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.

21. 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.

[Signatures on Following Page]

SCHEDULE A Staffing Matrices

Staffing Matrix - Buncombe County Detention Center ADP 350 - 450

| | | | 5446445 | 4 | | | | | |
|--|--------|---------|--------------------|----------|--------|----------|--------|---------|-------|
| | | | DAY SHIFT | | | T | | 11 (11) | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Health Services Administrator, RN* | 8 | 8 | . 8 | 8 | 88 | | | 40.00 | 1.000 |
| Registered Nursing Staff (RNs) | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 84.00 | 2.100 |
| Licensed Practical Nursing (LPNs) | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 112.00 | 2.800 |
| Administrative Assistant (A.A.) | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Medical Director (MD)* | 8 | | | | | | | 8.00 | 0.200 |
| Advance Practice Clinician* | | | 8 | | | | | 8.00 | 0.200 |
| Psychiatrist - Telepsychiatry* | | | 4 | | | | | 4.00 | 0.100 |
| Mental Health Counselor (LCSW)* | 8 | 8 | · 8 | 8 | 8 | | | 40.00 | 1.000 |
| Dentist* | | | | | 4 | | | 4.00 | 0.100 |
| Dental Assistant | | | | | 4 | | | 4.00 | 0.100 |
| Total Hours/FTE - Day | 60.00 | 52.00 | 64.00 | 52.00 | 60.00 | 28.00 | 28.00 | 344.00 | 8.600 |
| THE PARTY OF THE P | | | | | | | | 115 ME | |
| | | | EVENING SHI | FT | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Licensed Practical Nurse (LPN) | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.00 | 1.400 |
| Total Hours/FTE- Night | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 56.00 | 1.400 |
| | | | | 100 | | | | | |
| | | | NIGHT SHIF | Τ | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Registered Nursing Staff (RNs) | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 84.00 | 2.100 |
| Licensed Practical Nurse (LPN) | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.00 | 1.400 |
| Total Hours/FTE- Night | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 | 140.00 | 3.500 |

Staffing Matrix - Buncombe County Detention Center Total Staffing ADP 350 - 450

| | | | 4. | | | | | | |
|------------------------------------|--------|---------|-----------|----------|--------|----------|--------|--------|--------|
| Roll-up Totals | | | | | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Health Services Administrator, RN* | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Registered Nursing Staff (RNs) | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 168.00 | 4.200 |
| Licensed Practical Nursing (LPNs) | 32 | 32 | 32 | 32 | 32 | 32 | 32 | 224.00 | 5.600 |
| Administrative Assistant (A.A.) | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Medical Director (MD)* | 8 | | | | | | | 8.00 | 0.200 |
| Advance Practice Clinician* | | | 8 | | | | | 8.00 | 0.200 |
| Psychiatrist - Telepsychiatry* | | | 4 | | | | | 4.00 | 0.100 |
| Mental Health Counselor (LCSW)* | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Dentist* | | | | | 4 | | | 4.00 | 0.100 |
| Dental Assistant | | | | | 4 | | | 4.00 | 0.100 |
| Total Hours/FTE - All Shifts | 88.00 | 80.00 | 92.00 | 80.00 | 88.00 | 56.00 | 56.00 | 540.00 | 13.500 |

^{*} Includes shared 24/7 coverage

Staffing Matrix - Buncombe County Detention Center ADP 450 - 550

| | | | DAY SHIFT | | | | | | |
|---------------------------------------|---------|---|--|----------|--------|----------|-------------|--------|--------|
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Health Services Administrator, RN* | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Registered Nursing Staff (RNs) | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 84.00 | 2.100 |
| Licensed Practical Nursing (LPNs) | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 168.00 | 4.200 |
| Administrative Assistant (A.A.) | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Medical Director (MD)* | 8 | | | | | | | 8.00 | 0.200 |
| Advance Practice Clinician* | | | 8 | | | | | 8.00 | 0.200 |
| Psychiatrist - Telepsychiatry* | | | 4 | | | | | 4.00 | 0.100 |
| Mental Health Counselor (LCSW)* | 8 | 8 | 8 | 8 | 8 | | 4-1 | 40.00 | 1.000 |
| Dentist* | | | | | 4 | | | 4.00 | 0.100 |
| Dental Assistant | | | | | 4 | | | 4.00 | 0.100 |
| Total Hours/FTE - Day | 68.00 | 60.00 | 72.00 | 60.00 | 68.00 | 36.00 | 36.00 | 400.00 | 10.000 |
| | | | | | | | A 100 MILES | 1 | |
| | | | EVENING SHI | FT | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Licensed Practical Nurse (LPN) | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.00 | 1.400 |
| Total Hours/FTE- Night | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 56.00 | 1.400 |
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| | | | NIGHT SHIF | T | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Registered Nursing Staff (RNs) | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 84.00 | 2.100 |
| Licensed Practical Nurse (LPN) | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.00 | 1.400 |
| Total Hours/FTE- Night | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 | 140.00 | 3.500 |

Staffing Matrix - Buncombe County Detention Center Total Staffing ADP 450 - 550

| Roll-up Totals | | | | | | | | | |
|-------------------------------------|--------|---------|-----------|----------|--------|----------|--------|--------|--------|
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Health Services Administrator (RN) | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Registered Nursing Staff (RN) | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 168.00 | 4.200 |
| Licensed Practical Nursing (LPN) | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 280.00 | 7.000 |
| Administrative Assistant (A.A.) | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Medical Director (MD) | 8 | | | | | | | 8.00 | 0.200 |
| Advanced Practice Clinician (NP/PA) | | | 8 | | | | | 8.00 | 0.200 |
| Psychiatrist - Telepsychiatry | | | 4 | | | | | 4.00 | 0.100 |
| Mental Health Counselors - LCSW | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Dentist | | | | | 4 | | | 4.00 | 0.100 |
| Dental Assistant | | | | | 4 | | | 4.00 | 0.100 |
| Total Hours/FTE - All Shifts | 96.00 | 88.00 | 100.00 | 88.00 | 96.00 | 64.00 | 64.00 | 596.00 | 14.900 |

^{*} Includes shared 24/7 coverage

Staffing Matrix - Buncombe County Detention Center ADP 550 - 650

| 1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1 | | | | | | 1 | | | |
|--|--------|---------|--------------------|----------|--------|----------|--------|--------|--------|
| | | | DAY SHIFT | | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Health Services Administrator, RN* | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Registered Nursing Staff (RNs) | 12 | 12 | 12 | 12 | 12 | 24 | 24 | 108.00 | 2.700 |
| Licensed Practical Nursing (LPNs) | 16 | 16 | 16 | 16 | 16 | 8 | 8 | 96.00 | 2.400 |
| Administrative Assistant (A.A.) | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Medical Director (MD)* | 8 | | | | | | | 8.00 | 0.200 |
| Advance Practice Clinician* | | | 8 | | 8 | | | 16.00 | 0.400 |
| Psychiatrist - Telepsychiatry* | | | 4 | | | | | 4.00 | 0.100 |
| Psychiatric Nurse Practitioner* | | 8 | | 8 | | | | 16.00 | 0.400 |
| Mental Health Counselor (LCSW)* | 16 | 16 | 16 | 16 | 16 | | | 80.00 | 2.000 |
| Dentist* | | | | | 6 | | | 6.00 | 0.150 |
| Dental Assistant | | | | | 6 | | | 6.00 | 0.150 |
| Total Hours/FTE - Day | 68.00 | 68.00 | 72.00 | 68.00 | 80.00 | 32.00 | 32.00 | 420.00 | 10.500 |
| | | | | | | | 4.44 | | |
| | | | EVENING SHI | FT | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Licensed Practical Nurse (LPN) | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.00 | 1.400 |
| Total Hours/FTE- Night | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 56.00 | 1.400 |
| | | | | | | | | | |
| | | | NIGHT SHIF | Γ | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Registered Nursing Staff (RNs) | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 168.00 | 4.200 |
| Licensed Practical Nurse (LPN) | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 56.00 | 1.400 |
| Total Hours/FTE- Night | 32.00 | 32.00 | 32.00 | 32.00 | 32.00 | 32.00 | 32.00 | 224.00 | 5.600 |

Staffing Matrix - Buncombe County Detention Center Total Staffing ADP 550 - 650

| Roll-up Totals | | | | | | | | | |
|------------------------------------|--------|---------|-----------|----------|--------|----------|--------|--------|--------|
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Health Services Administrator, RN* | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Registered Nursing Staff (RNs) | 36 | 36 | 36 | 36 | 36 | 48 | 48 | 276.00 | 6.900 |
| Licensed Practical Nursing (LPNs) | 32 | 32 | 32 | 32 | 32 | 24 | 24 | 208.00 | 5.200 |
| Administrative Assistant (A.A.) | 8 | 8 | 8 | 8 | 8 | | | 40.00 | 1.000 |
| Medical Director (MD)* | 8 | | | | | | | 8.00 | 0.200 |
| Advance Practice Clinician* | | | 8 | | 8 | | | 16.00 | 0.400 |
| Psychiatrist - Telepsychiatry* | | | 4 | | | | | 4.00 | 0.100 |
| Psychiatric Nurse Practitioner* | | 8 | | 8 | | | | 16.00 | 0.400 |
| Mental Health Counselor (LCSW)* | 16 | 16 | 16 | 16 | 16 | | | 80.00 | 2.000 |
| Dentist* | | | | | 6 | | | 6.00 | 0.150 |
| Dental Assistant | | | | | 6 | | | 6.00 | 0.150 |
| Total Hours/FTE - All Shifts | 108.00 | 108.00 | 112.00 | 108.00 | 120.00 | 72.00 | 72.00 | 700.00 | 17.500 |

^{*} Includes shared 24/7 coverage

Staffing Matrix - Buncombe County Detention Center MAT Addition

| | | | | | 2.2 | | 10 10 10 | | |
|--------------------------------|--------|---------|------------|----------|--------|----------|----------|-----------|-------|
| DAY SHIFT | | | | | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Registered Nursing Staff (RNs) | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 84.00 | 2.100 |
| Total Hours/FTE - Day | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 84.00 | 2.100 |
| | | | | | | | | | |
| EVENING SHIFT | | | | | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Registered Nursing Staff (RNs) | | | | | | 1 | , | | |
| Total Hours/FTE- Night | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.000 |
| | | | | | | | | | |
| | | | NIGHT SHIF | Γ | | | | | |
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Registered Nursing Staff (RNs) | | | | | | | | , , , , , | |
| Total Hours/FTE- Night | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.000 |
| | | | | | | | | 100 | |

Staffing Matrix - Buncombe County Detention Center Total Staffing MAT Addition

| Roll-up Totals | | | | | | | | | |
|-------------------------------|--------|---------|-----------|----------|--------|----------|--------|--------|-------|
| POSITION | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | Hrs/Wk | FTE |
| Registered Nursing Staff (RN) | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 84.00 | 2.100 |
| Total Hours/FTE - All Shifts | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 12.00 | 84.00 | 2.100 |

[Signature Page to Inmate Medical Services Contract]

| This document has been Pre-Audited in the mar Government Budget and Fiscal Control Act. | nner required by the North Carolina Local |
|--|---|
| Dell Ph | 05/15/2020 |
| Buncombe County Chief Financial Officer | Date |
| Acknowledged and Agreed: MEDIKO, Inc. By: Kaveh Ofogb, M.J. CEO | Buncombe County, North Carolina By: <u>Juentin Mills</u> Quentin Miller Sheriff |
| C 1120 | F 10- 20-2 |