



**REQUEST FOR PROPOSALS #220908-232
Healthcare Services for the Pender County Jail**

Appendix D

**Wellpath / Southeast Correctional Medical Group
Current Contract**

See the following 21 pages.



CORRECTIONAL HEALTH SERVICES AGREEMENT

ARTICLE I Health Care Services

- 1.01 **General Engagement** County hereby engages THCS to provide for the delivery of reasonable and necessary medical, mental and dental care to individuals under the custody and control of County and detained at Pender County Jail and THCS hereby accepts such engagement according to the terms and provisions hereof.
- 1.02 **Scope of Services** THCS will provide on a regular basis professional medical, mental health and related health care administrative services for the inmates, including a program to review preliminary screening of inmates, a health evaluation of each inmate following admission to facility, regularly scheduled sick call, nursing coverage, regular physician/physician extender visits on site, medical specialty service administration, emergency medical care, medical records management, pharmacy services, and administrative support services. Notwithstanding anything in the Agreement to the contrary, THCS will provide such services as may be required by law consistent with the jail Medical Plan.
- 1.03 **Specialty Services** THCS will arrange specialty care services on-site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on site, THCS will make appropriate off-site arrangements for the rendering of such care. The cost for specialty services will be applied to the cost pool.
- 1.04 **Dental** THCS will arrange for such dental services for the inmates. The cost for specialty services will be applied to the cost pool.
- 1.05 **Emergency / Hospitalization** THCS will provide emergency medical treatment to inmates as necessary and appropriate. The cost for specialty services will be applied to the cost pool.
- 1.06 **Infant Care** THCS will provide health services to any pregnant inmate, but shall have no responsibility under this Agreement to provide health care services to an infant following birth.
- 1.07 **Elective Medical Care** THCS will not be responsible for the provision of elective medical care to inmates. For purposes of this agreement, "elective medical care" means medical care which if not provided would not, in the opinion of THCS's medical director, cause an inmate's health to deteriorate or cause harm to an inmate's well-being.
- 1.08 **Medications and Supplies** THCS represents to County that THCS has arrangements in place for to obtain medications and supplies at a discount. All supplies and medications required to render care are the responsibility of the County. Original invoices will be provided from the vendor to the County. THCS uses a controlled generic formulary for medications. The formulary is changed when necessary. THCS will review and track those invoices and then submit. The cost for medications and supplies will be applied to the cost pool.



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- 1.09 ***Jail Medical Plan*** under North Carolina law, the County is required to have a Medical Plan. THCS will comply with the jail Medical Plan. THCS acknowledges receipt of a copy of the County's current Medical Plan.



CORRECTIONAL HEALTH SERVICES AGREEMENT

ARTICLE II Personnel

- 2.01 **Staffing** THCS will provide medical personnel necessary for the rendering of health care services. The THCS staffing plan gives on-site staff at the jail 140 hours per week, seven (7) days a week with the ~~exclusion of all County Holidays~~. Sick call will be performed daily, as needed. On call coverage will be available 24 hours, seven days a week, to respond to phone calls from designated jail staff after hours. After hours call backs to the facility are based on an hourly rate. This is an additional expense to the county. Physician or Physician extender for weekly onsite visits. ~~The medical department observes all county holidays~~.

During the contract term, should the County's inmate population increase, adjustments to the staffing and contract may be required, and the county and THCS will negotiate the additional compensation needed to support the increased staff and services.

- 2.02 **Licensure, Certification and Registration of Personnel** All personnel provided or made available by THCS to render services hereunder will be licensed, certified, or registered, as appropriate, in their respective areas of expertise pursuant to applicable North Carolina law.

- 2.03 **County Satisfaction with Health Care Personnel** If county should become dissatisfied with any health care personnel provided by THCS hereunder, THCS, in recognition of the sensitive nature of correctional services, will, following receipt of written notice from county of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem and, if the problem is not resolved, remove the individual about whom County has expressed its dissatisfaction. THCS will be allowed a reasonable time prior to removal to find an acceptable replacement.

THCS and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of THCS, as well as for the security of inmates and facility staff. County will provide security services satisfactory to THCS and sufficient to enable THCS and its personnel to safely provide the health care services called for hereunder.

- 2.04 **Use of inmates in the Provision of Health Care Services** Inmates shall not perform any medical functions in the jail.
- 2.05 **Subcontracting and Delegation** In order to discharge its obligations hereunder, THCS will engage certain health care professionals as independent contractors rather than as employees, and county expressly consents to such subcontracting or delegation. As the relationship between THCS and these health care professionals will be that of independent contractor, THCS will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, and THCS will not exercise control over the manner or means by which these independent contractors perform their professional duties.



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- 2.06 **Discrimination** THCS will recruit, select, train, promote, transfer, and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, age or sex (except where age, sex, or handicap is a bona fide occupational qualification). Further, THCS will administer its other personnel policies without regard to race, color, religion, national origin, age or sex.
- 2.07 **Local Preference** To the greatest extent possible, THCS will employ or contract with local healthcare professionals in meeting its staffing needs.



CORRECTIONAL HEALTH SERVICES AGREEMENT

ARTICLE III Reports and Records

- 3.01 **Medical Records** THCS will main medical record for each inmate who has received health care services. This medical record will be maintained pursuant to applicable law and will be kept separate from the inmate's confinement record. A copy of the applicable medical record information will be available to accompany any inmate who is transferred from the facility to another location for off-site services. Medical records will be kept confidential, and THCS will follow the county's policy with regard to access by inmates and facility staff to medical records. No information contained in the medical records will be released by THCS except as provided by county policy, by a court order, or otherwise in accordance with applicable law. Whenever possible, THCS will make such records available in electronic format.
- 3.02 **Inmate Health Insurance** Consistent with G.S 153A-224(b), THCS may seek and obtain from any inmate information concerning any health insurance the inmate might have that would cover any off-site services rendered by providers hereunder and County will cooperate fully with THCS in its obligation hereunder.
- 3.03 **Inmate Information** In order to assist THCS in providing the best possible health care services to inmates, county will provide THCS information pertaining to inmates that THCS identifies as reasonable and necessary for THCS adequately to perform its obligations hereunder.
- 3.04 **Records Available to County with Limitations on Disclosure** THCS will make available at the County's request, all records, documents and other papers relating to the direct delivery of health care services to inmates hereunder; provided, however, that county understands that the systems, methods, procedures, written materials and other controls employed by THCS in the performance of its obligations hereunder are proprietary in nature and will remain the property of THCS and may not at any time, be used, distributed, copied, or otherwise utilized by county, except in connection with the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by THCS.
- 3.05 **County Records Available to THCS with Limitations on Disclosure** During the terms of this Agreement and for a reasonable time thereafter, County will provide THCS, at THCS's request, County's records relating to the provision of health care services to inmates as may be requested by THCS or as pertinent to the investigation or defense of any claim related to THCS conduct. County will make available to THCS such records as are maintained by county, hospitals, and other outside health care providers involved in the care and treatment of inmates (to the extent county has any claim to those records) as THCS may reasonable request consistent with applicable law; provided, however, that any such information the County releases to THCS shall be treated by THCS as confidential, and THCS will not, except as may be required by law, distribute same to any third party without the prior written approval of county.



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- 3.06 ***Records Relating to Inmate Fees for Non-emergency Medical Care*** Notwithstanding any provision in this Article III to the contrary, THCS will provide information to the County sufficient for the County to document, charge and collect from inmates those fees for each incident for the provision of non-emergency medical care that are allowed by G.S 153A-225(a). THCs shall otherwise have no responsibility for the collection of those fees and THCS shall have no rights or interest in fees collected by the County.



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ARTICLE IV

Office Space and Equipment

- 5.01 **Office Space and Support** The County agrees to provide THCS with office space, facility, office furniture, utilities (including telephone and internet access), computer with printer, copier, scanner, fax sufficient to enable THCS to perform its obligations hereunder.
- 5.02 **Equipment** County will provide appropriate equipment sufficient to enable THCS to perform its obligations hereunder. County will own this equipment. Medical Diagnostic equipment necessary for rendering care will be purchased for the county and billed back to the county. In the event that the contract is terminated prior to completion of payments for equipment, the balance will be billed to the county on the last bill.



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ARTICLE V

Term and Termination of Agreement

- 6.01 **Term** This Agreement shall be for a term of three (3) months commencing on the date of this Agreement, subject to earlier termination in accordance with this Agreement. Unless either the County or THCS gives written notice on nonrenewal to the other party at least sixty (60) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional periods of one (1) year each for five (5) years in accordance to THCS incentive plan fee schedule.
- 6.02 **Termination With or Without Cause** This Agreement may be terminated at any time by either the County or THCS, with or without cause, by providing the other party at least sixty (60) calendar days' prior written notice.
- 6.03 **Effect of Expiration or Termination** The expiration or the termination of this Agreement shall not affect the obligation of the County to pay compensation to THCS or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of THCS to provide monthly reports for the period prior to the effective date of such expiration or such termination.



CORRECTIONAL HEALTH SERVICES AGREEMENT

ARTICLE VI Compensation

- 7.01 **Base Compensation** County will pay THCS the sum of \$77,005.40 for services provided by THCS in three (3) months, with a cost pool of \$1,833.33 per month, for a total amount of \$82,505.39. Payments will be \$27,501.80 per month, which includes the cost pool. Unless either the County or THCS gives written notice on nonrenewal to the other party at least sixty (60) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional periods of one (1) year each for five (5) years in accordance to THCS incentive plan fee schedule.
- 7.02 **Per Diem** When the daily inmate census is greater than 92, County agrees to compensate THCS an additional \$0.75 per day for each inmate over 92.
- 7.03 **Monthly Fee** No later than the 10th day of each calendar month for which a THCS invoice is received, County agrees to pay to THCS the monthly amount set forth in Section 7.01 above.
- 7.04 **Additional Fees** The County shall be responsible for medical supplies, equipment and other items that may be required by THCS or the Physician or Physician Extender to provide adequate Medical Services under this Agreement. The invoiced amount of such medical supplies, equipment and other items shall be the actual cost. No later than the 10th day of the calendar month immediately following the receipt of the THCS invoice, the County shall pay to THCS the amount invoiced for medical supplies, equipment and other items purchased during the immediately preceding calendar month.
- And after hours medical call back to the Jail will range in cost from \$100 to \$350. The range in cost shall be based on time spent from arrival to departure of the necessary company personnel. These callbacks are designed to abort emergency room visits. This is an additional expense to the county.
- 7.05 **Cost Pool** The three (3) month Cost Pool of \$5,499.99 shall be applied to those items identified in the Price Proposal submitted by THCS. The County will be responsible for any expenses in excess of the Cost Pool amount. Any Cost Pool balance will be applied as a credit toward the next year's contract fees.



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ARTICLE VII Liability and Risk Management

- 8.01 **Medical Malpractice Insurance** THCS shall ensure that the Physician or Physician Extender maintains, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Physician or Physician Extender, in the minimum annual coverage amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, with an insurance company reasonably satisfactory to THCS and County. THCS will require the Physician or Physician Extender to immediately notify THCS and County in the event that (i) such Physician or Physician Extender does not at any time maintain the required coverage set forth above, or (ii) such Physician or Physician Extender receives notice of any claim or claims that will materially erode the available benefits provided by the above insurance coverage. In either such event, THCS shall promptly secure comparable coverage for the Physician or physician Extender, or shall remove and replace such Physician or Physician Extender with another qualified Physician or Physician Extender. THCS shall provide County proof of such professional liability insurance maintained by the Physician or physician Extender in accordance with paragraph (c) below.
- 8.02 **General Liability Insurance** THCS shall, at its own cost and expense, obtain and maintain in full force and effect, during the term of this Agreement, with insurers reasonably satisfactory to County, the following insurance coverage: (i) worker's compensation insurance as required by the law of the state where services are rendered; (ii) commercial general liability insurance including broad form contractual liability coverage with a \$1,000,000 per occurrence and a \$3,000,000 general aggregate limit; Insurance of THCS shall be deemed primary for injuries caused by the negligence or willful misconduct of THCS.
- 8.03 **Evidence of Insurance** THCS shall provide County with certificates of insurance evidencing the coverage required hereunder within thirty (30) days after execution of this Agreement. Each policy required hereunder shall provide that County shall receive fifteen (15) days' advance written notice in the event of a cancellation or material change in such policy. With the exception of insurance coverage listed in (i) and (ii) above, each policy of insurance which THCS is required to possess under this Agreement shall name County, its subsidiaries, employees, officers, director and shareholders, as additional insured as respects the insurance policies herein required.
- 8.04 **Indemnification** To the fullest extent permitted by law, THCS hereby agrees to indemnify, defend, and hold harmless the County, its subsidiaries, and the directors, officers, representatives, agents, employees of each or any such entity, from and against any and all claims, losses, damages, expenses and all other liabilities arising out of or resulting from performance or failure to perform under this Agreement by THCS (or any of its agents, employees or subcontractors) including, without limitation, demands, claims, suits, or actions of any character presented or brought for any injuries (including death) to persons arising out of any negligent (including strict liability), wanton or intentional act or omission of THCS, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable, and whether or not the same be caused by or arise out of the joint, concurrent, or contributory negligence of any person or entity of County.



CORRECTIONAL HEALTH SERVICES AGREEMENT

ARTICLE VIII Miscellaneous

- 9.01 **Responsibilities of Parties** THCS and County are independent contractors in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture or partner of the other. All persons furnished, used, retained or hired by or on behalf of THCS shall be considered to be solely the employees or agents or designees of THCS. THCS agrees that it (i) is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provision that any subcontractors and/or their designees shall provide that they shall be solely responsible for payment of any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (i) above.
- 9.02 **Transferability** Neither the County nor THCS may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion.
- 9.04 **Non-Compete** In the event of Termination, for a period of one (1) year, County shall not use directly or indirectly the onsite professional healthcare services of the Physician, physician extender, nurse or support staff furnished by THCS.
- 9.05 **Non-Disclosure** The County and THCS shall take all reasonable steps to insure that information with respect to the terms of this Agreement or with respect to the business of the County and THCS acquired by virtue of the position of the other party under the Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.



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CORRECTIONAL HEALTH SERVICES AGREEMENT

The Correctional Health Services Agreement ("Agreement") is made and entered into as of this 1st day of April 2015, by and between Pender County Jail ("PCJ"), a body politic and corporate under the laws of the State of North Carolina (referred to collectively as a "County"), and TransformHealthCS, Inc., a Georgia corporation (referred to hereinafter as "THCS").

WITNESSETH

- A. THCS does business as TransformHealthCS, Inc., and contracts with counties to provide correctional healthcare services and desires to provide such services for the county under the terms and conditions hereof; and
- B. Pender County is charged by law with responsibility for administering, managing and supervising the inmate health care delivery system of the jail; and
- C. The objective of the county is to provide for the delivery of quality health care to inmates in accordance with applicable law; and
- D. County desires to enter into a health care services agreement with THCS to promote this objective.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the County and THCS hereby agree as follows:



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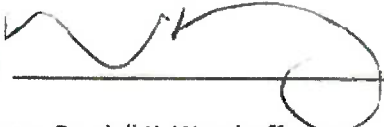
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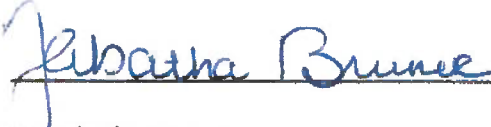
CORRECTIONAL HEALTH SERVICES AGREEMENT

IN WITNESS WHEREOF, the County and THCS have executed and delivered this Agreement as of the date first above written.

Pender County Jail

TransformHealthCS, Inc.

By: 

By: 

Name: Randell K. Woodruff

Name: Tabatha Bruner

Title: County Manager

Title: Contract Administrator

Address: 805 S. Walker Street
Burgaw, NC 28425

Address: 1203 Brampton Avenue
Statesboro, GA 30458

Mailing: PO Box 5
Burgaw, NC 28425

Mailing: 1203 Brampton Avenue
Statesboro, GA 30458

May 26, 2021

Randy King, Captain
Pender County
104 N Walker St.
Burgaw, North Carolina

Re: Staffing Enhancements to add Telepsychiatry

Greetings Captain King:

I hope this letter finds you well. Southeast Correctional Medical Group, LLC (SECMG) is proud to partner with Pender County and we are excited to present this proposal to offer Telepsychiatry services at the Pender County Jail.

Based on recent conversations about offering a psychiatric provider to see patients every other week. We propose to add Telepsychiatry clinics to the contract which would occur every other week. The following table represents the cost to 26 bi-weekly Telepsychiatry clinics.

Item	Number of Clinics	Per Clinic Rate	Annual Cost
Telepsychiatry Clinic	26	\$207.69	\$5,400
Total	26	\$207.69	\$5,400

To accept this proposal, please sign below and email a signed copy to Andrea Knox, Partner Services Specialist, at akknox@wellpath.us. Upon receipt of the signed proposal, our Legal Department will draft a formal contract amendment and route to the appropriate County individuals for signature. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through the end of the contract period.

We appreciate our partnership with Pender County and look forward to working together to improve the psychiatry coverage at the jail. If you have any questions, please contact Darrin Mitchell, Regional Director of Operations, at 615-466-3526.

Sincerely,



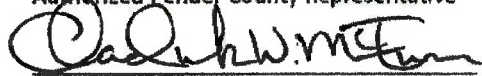
Linda Pansulla
Regional Vice President

Cc: *Darrin Mitchell, Regional Director of Operations*
Adolfo Cisnero, Senior Director, Partner Services

The undersigned is authorized by Pender County to accept the above terms.



Authorized Pender County Representative



Print Name

7/13/21

Date Signed



Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.





February 11, 2021

Captain Randolph King, Jail Administrator
 Pender County Jail
 104 North Walker St
 Burgaw, NC 28425

Re: 2021 – 2022 Renewal to the Correctional Health Services Agreement – Revised

Greetings Captain King:

I hope this letter finds you well. Southeast Correctional Medical Group, LLC (“SECMG”) is proud to partner with Pender County and we are excited to move into another year of delivering quality healthcare to your inmates.

Annual Renewal

The current term of our agreement will end June 30, 2021. Per Section 6.01, the contract will automatically renew for an additional one-year period.

Annual Price Adjustment

To demonstrate our ongoing commitment to being an excellent partner to Pender County, we agree to reduce the CPI proposed in our previously submitted letter dated October 26, 2020 from 4.5% to 3.5% for the 2021-2022 contract year.

Application of the 3.5% increase revises the annual base compensation amount from \$297,107.15 to \$307,505.90, billed \$25,625.49 monthly. The cost pool will remain \$32,000 annually, or \$2,666.67 monthly, bringing the total annual compensation amount to \$339,505.90 for professional health care services rendered at the Pender County Jail.

Staffing Matrix

SECMG would also like to formally incorporate into our agreement the following staffing matrix illustrative of the current health care coverage being provided at the Jail.

PENDER COUNTY JAIL, NORTH CAROLINA									
Staffing Matrix									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hours	FTEs
Days									
LPN	8	8	8	8	8	12	12	64	1.60
RN	8	8	8	8	8			40	1.00
Provider – Weekly*		X						0	0.000
Subtotal								104	2.600
TOTAL								104	2.600

*Flat fee position. FTEs are not counted.

If the County is in agreement with the proposed terms, please sign the following page and emailed a signed copy to Andrea Knox, Retention Specialist, at akknox@wellpath.us. Upon receipt of the signed letter, our Legal Department will draft a formal contract amendment and route to the appropriate County individuals for signature. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.



We greatly appreciate our partnership and look forward to another successful year working together. Please feel free to contact David Hackworth, Regional Director of Operations for Pender County, at 757-749-4667 with any additional questions or concerns you may have.

Sincerely,

Linda Pansulla
Regional Vice President

Cc: David Hackworth, Regional Director of Operations
Adolfo Cisnero, Senior Director, Contract Retention

The undersigned is authorized by the Pender County to accept the above terms:

Authorized Pender County Representative

7/13/21
Date Signed

Print Name

County Manager
Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.



AGREED TO AND ACCEPTED AS STATED ABOVE:

A handwritten signature in black ink, appearing to be "Chad McEwen", is written over a horizontal line.

Chad McEwen, County Manager
Pender County, NC

7/12/21
Date

Cc: *David Hackworth, Regional Director of Operations*
Adolfo Cisnero, Senior Director, Partner Services
Linda Pansulla, Regional Vice President

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

A handwritten signature in blue ink, appearing to be "Margaret C. Blue", is written over a horizontal line.

**FIFTH AMENDMENT TO THE CORRECTIONAL HEALTH SERVICES
AGREEMENT AT PENDER COUNTY DETENTION CENTER
(Effective July 1, 2021)**

This Fifth Amendment, effective *nunc pro tunc* July 1, 2021 (this "Amendment"), to the Inmate Health Care Services Agreement, dated July 1, 2016 (the "Agreement"), is by and between Southeast Correctional Medical Group, LLC, formerly TransformHealthCS, Inc. ("SECMG") and the Pender County Detention Center, a political subdivision in the State of North Carolina (the "County").

WHEREAS, effective August 4, 2016, TransformHealthCS, Inc. converted into Southeast Correctional Medical Group, LLC, a Georgia limited liability company, pursuant to Section 14-2-1109.1 of the Georgia Business Corporations Code;

WHEREAS, the Parties agree to increase the base compensation by 3.5%;

WHEREAS, the Parties desire to add telepsychiatry services comprising twenty-six clinics conducted bi-weekly at an additional cost of \$5,400.00 per year to be included in the base compensation; and

WHEREAS, the Parties desire to formally incorporate the attached staffing matrix to the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO CONTRACTING ENTITY NAME.** All references to "TransformHealthCS, Inc." and "TCHS" shall be replaced with "Southeast Correctional Medical Group, LLC" and "SECMG," respectively.
3. **AMENDMENT TO SECTION 7.01, BASE COMPENSATION.** The Agreement shall be amended by striking Section 7.01 in its entirety and replacing it with the following:

7.01 **Base Compensation.** County will pay SECMG the sum of \$312,905.90 for services provided by SECMG in twelve (12) months with a cost pool of \$32,000.00 per twelve (12) months, for a total of \$344,905.90. This compensation level assumes a maximum inmate population of 92.
4. **AMENDMENT TO ARTICLE I, HEALTH CARE SERVICES.** The Agreement shall be amended by adding the following as Section 1.11 to Article I of the Agreement:

1.11 **Telepsychiatry Services.** SECMG will provide or arrange for the provision of twenty-six (26) telepsychiatry clinics per year, conducted on a bi-weekly basis.
5. **STAFFING MATRIX.** The Parties hereby incorporate to the Agreement the attached Exhibit A, Staffing Matrix.
6. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder

of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

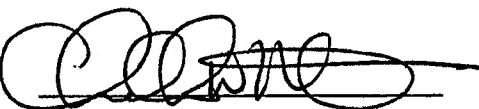
7. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
8. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

PENDER COUNTY DETENTION CENTER

SOUTHEAST CORRECTIONAL MEDICAL GROUP, LLC

By: 

By: Cindy P. Watson

Name: Chadwick W. McEwen

Name: Cindy Watson

Title: County Manager, Pender County

Title: President, Local Government Health

Date: 11/17/21

Date: 8-16-2021

**EXHIBIT A
STAFFING MATRIX**

PENDER COUNTY DETENTION CENTER, NORTH CAROLINA									
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
	Days								
LPN	8	8	8	8	8	12	12	64	1.60
RN	8	8	8	8	8			40	1.00
Provider - Weekly*		X			10			0	0.00
Subtotal								104	2.60
TOTAL								104	2.60
*Flat fee position. FTEs are not counted									