

**MEMORANDUM OF UNDERSTANDING PITT HEALTH SERVICES**  
**AGREEMENT**

**This Memorandum of Understanding** ("MOU") shall be effective (the "Effective Date") as of February 1, 2025. The initial terms shall be for two (2) years. The agreement is made between Wellpath LLC hereinafter ("Wellpath") and Recovery Solutions, ("RS"). Hereafter, RS and Wellpath may from time to time singularly be referred to as a "Party" and collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, Wellpath entered into an Agreement for Health Care Services with the Pitt County Sheriff's Office ("Sheriff's Office") with an effective date of July 1, 2022;

**WHEREAS**, the Sheriff's Office, is charged with the responsibility of managing and operating the Pitt County Detention Center Central (hereinafter, Detention Center Central, located at **(124 New Hope Dr, Greenville, NC 27834)**), shall be referred to from time to time as the "Detention Center");

**WHEREAS**, the purpose of the Agreement for Health Care Services, *inter alia*, is to provide professional medical care to the detainees at the Detention Center (excluding in-patient hospitalization and outpatient care rendered at the hospital or other non-Detention Center sites) and related administrative services to the Sheriff's Office;<sup>2</sup>

**WHEREAS**, by letter dated March 25, 2024, the State of North Carolina, Department of Health and Human Services, Division of State Operated Health Care Facilities ("DHHS") awarded Recovery Solutions, LLC RFP #30-21545-DSOHF (the "RFP") for Detention Center Capacity Restoration Program services for the State of North Carolina;

**WHEREAS**, the contract associated with RFP #30-21545-DSOHF possesses an effective date of April 1, 2024 with an initial term of two (2) years through March 31, 2026.

**WHEREAS**, a purpose of the accepted RFP was to solicit proposals for one of three planned Detention Center Capacity Restoration Program Pilot Programs ("DCCRP Pilot Program" or "Program") that demonstrate innovative approaches to working with persons adjudicated to be incapable to proceed to trial ("ITP") by the court;

**WHEREAS**, DCCRPs providing evaluation and capacity restoration services ("CR services") provide psychiatry, counseling, substance abuse treatment, and targeted case management services;

**WHEREAS**, to better serve afflicted individuals (vis-a-vis the expansion of the full continuum of CR services), there is a need within the state to expand the number of locations providing CR services beyond the three-state operated psychiatric hospitals ("SPH") because

certain populations are better served outside of SPHs (e.g., persons who have a mental illness but do not meet hospital commitment criteria);

**WHEREAS**, DCCRP pilot programs will serve detainees referred by the court for CR services;

**WHEREAS**, RS will work closely with DHHS staff to develop a program compatible with the SPH's current restoration to capacity curriculum;

**WHEREAS**, RS will modify types, frequency, and intensity of CR services based on individual client needs; and

**WHEREAS**, RS is a provider of CR services and will be working in concert with DHHS and the Sheriff's Office to provide the referenced services.

**NOW, THEREFORE**, the Parties agree as follows:

**I. PURPOSE.**

- a. **GOALS OF MOU.** The purpose of this MOU is to outline certain collaborative roles, responsibilities, and communication protocols between the Parties in the provision of respective services to patients housed at the Pitt County Detention Center.
- b. **MOU NOT COMPREHENSIVE.** This MOU is not intended to represent a comprehensive, complete recitation of each Party's rights and obligations. The Parties have identified the particular items herein as those which may warrant clarification with more specificity.
- c. **NO CHANGE TO CURRENT CONTRACTS.** Notwithstanding anything to the contrary, nothing herein shall be construed nor is intended to change or in any way alter any responsibilities under the jail medical contract between Wellpath and the Pitt County Office of the Sheriff, or DHHS' award of the RFP to **RS**. This MOU is not intended to be, nor shall it be construed to constitute a binding arrangement, and it is intended merely to outline the foregoing for the Parties' efficient and effective collaboration and provision of services.

**II. COMMUNICATION.**

- a. The Parties shall endeavor to maintain clear, consistent, and open communication in administration of respective duties.

- b. The Parties agreed to develop a cross training module for new RS and Wellpath nurses to facilitate understanding and appreciation of roles and responsibilities and to promote and ensure communication and quality nursing services.
- c. RS Program Director will attend the regularly scheduled Medical Department Meetings (unless Wellpath wants to establish a separate meeting) and other meetings as determined to ensure timely and appropriate communication regarding the DCCRP Pilot Program patients. The RS DCCRP Pilot Program Nurses will attend meetings at the request of the RS Program Director.
- d. When DCCRP Pilot Program patients are seen for routine medical care and/or in response to a patient medical request, Wellpath staff will document this in the patient's electronic medical record within standard time frames as determined by Wellpath. Any pertinent information or issues that require monitoring or follow-up from RS staff will be communicated via email or phone call within this same time frame.
- e. In the event that a patient is evaluated by a member of Wellpath medical team and determined to need treatment outside of the facility (e.g., Emergency Room or other outside clinic), the RS DCCRP Pilot Program Director or designated representative will be notified as soon as possible via email. In the event of a critical incident (i.e., death, attempted suicide, major medical event), the RS DCCRP Pilot Program Director or designated representative will be notified immediately via phone.
- f. When a patient has returned from an outside appointment, Emergency Room visit, or hospital stay, there will be communication about the course of treatment, finding of evaluation, and/or disposition. This can include prompt scanning of any documentation into the electronic medical record within standard time frames as determined by Wellpath, and communication of any pertinent information by phone or email to the DCCRP Pilot Program Director or designated representative within 24 hours of the visit or discharge as needed.
- g. Wellpath Nurses will assess and address medical requests submitted by DCCRP Pilot Program patients through the kiosk system as needed.

### III. DELINEATION OF SPECIFIC RESPONSIBILITIES.

- a. Healthcare Services - Wellpath shall provide preliminary medical and dental screening of DCCRP Pilot Program patients upon admission and conduct the initial history and physical examination for the 14-day (or other standard timeframe) health assessment. The current assessment process is adequate, and an additional separate assessment is not required.
- b. RS Psychiatry providers will prescribe medication to treat common side effects of

psychotropic medication as needed (e.g., Tylenol, Ibuprofen, Colace) and the purpose of the order will be clearly documented by the provider in the order. Any adverse effects from medication will be immediately reported to RS medical staff verbally for follow-up. RS psychiatrists will document these activities in the Wellpath electronic medical record.

- c. Wellpath medical staff are responsible for taking vitals ordered in conjunction with the monitoring of prescribed medication.
- d. Consistent with their existing responsibilities, Wellpath will respond to any medical emergencies that occur on the DCCRP Pilot Program treatment area
- e. All prescribed medications will be given by the Wellpath nurses during their designated medication pass times.
- f. Psychiatric medication costs are covered in the per diem.
- g. RS DCCRP Pilot Program Nurse is on site one to two days per week to meet with new Pilot Program patients, complete discharge summaries, and provide medication education regarding medications provided by the RS DCCRP psychiatric provider.
- h. The RS DCCRP Pilot Program Nurse will meet with Wellpath Medical Staff as needed or upon request to discuss any issues and ensure coordinated care.
- i. RS psychiatrists will be the primary prescriber for DCCRP Pilot Program patients and will communicate with Wellpath psychiatric staff on a regular basis to ensure continuity of care for patients.
- j. RS psychiatrists will attend Wellpath Team Meetings as necessary/requested to ensure care for these shared patients meets all medical requirements.

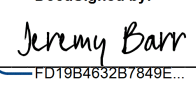
*SIGNATURES ON FOLLOWING PAGE*

**IN WITNESS WHEREOF**, the parties have caused this MOU to be executed the day and year first written above.

Wellpath, LLC

Signed by:  
By:  Erik Hammes  
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Its: erik hammes SVP

Wellpath Recovery Solutions, LLC

DocuSigned by:  
By:  Jeremy Barr  
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Its: Jeremy Barr Division President