



GUILFORD COUNTY CONTRACT NO. 817
Parent Contract No. 0

THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2018, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and CORRECT CARE SOLUTIONS, LLC, hereinafter referred to as the “PROVIDER,” and also collectively referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, the Parties entered into a CONTRACT on July 1, 2014 (contract #111350-07/14-101), and revised it on May 1, 2016 and May 1, 2017, whereby the PROVIDER agreed to provide the following goods and/or service(s) to the COUNTY: Prison Health Services For the Sheriff's Department for the Jail Central in Greensboro and the High Point Detention Center.

WHEREAS, the initial Contract was for three (3) years with two (2) additional one (1) year renewals and may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from July 1, 2018, through June 30, 2019, with no remaining renewals.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. The effective period of this Contract for is hereby extended from July 1, 2018, through June 30, 2019, under the same terms and conditions as set forth in the initial Contract, as revised. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES AND CHANGES. The Parties hereby agree that the goods and/or services provided by the PROVIDER to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties. Certain goods and/or services and pricing provided hereunder are hereby changed as stated in Attachment A.

3. PRICING. As full consideration for the PROVIDER’S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract addendum, as applicable.

4. PAYMENT. Payment will be made to the PROVIDER by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

5. MAXIMUM EXPOSURE CONTRACT. The maximum financial exposure to the COUNTY for all goods and/or services hereunder is not to exceed \$4,202,717.76.

6. APPROPRIATION. This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C.Gen. Stat. §153A-13.

7. TERMINATION. Either Party may terminate this Agreement for any reason and without penalty upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the PROVIDER within thirty (30) days of date of termination of this Contract.

8. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The PROVIDER will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Attachment B.

10. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

(The Remainder of this Page is Intentionally Left Blank) .

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing
Guilford County Manager

Robin Keller
Guilford County Clerk to Board

CORRECT CARE SOLUTIONS, LLC

WITNESS:

President

Witness

Printed Name:_____

Printed Name: _____

(CORPORATE SEAL)

No Corporate Seal Exists ☐

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

Harley Will	Date
Interim Guilford County Finance Director	



June 5, 2018

Major Jeffrey Rollins
Guilford County Sheriff's Department
400 West Washington Street
Greensboro, NC 27401

RE: 2018-2019 CPI Adjustment for Inmate Healthcare Services

Dear Major Rollins:

Correct Care Solutions (CCS) is appreciative of the opportunity to work in partnership with Guilford County and we look forward to renewing our commitment to provide your detainees with quality healthcare.

While we acknowledge the County's request for compensation to remain flat for the upcoming 2018-2019 renewal year, CCS respectfully requests the contractually allowed increase as presented in our January 10, 2018 letter. While the previous ask was for a 2.5% increase as agreed during our October 2017 Site Visit, we've adjusted our request to the current Medical Care Services CPI, presently 2.2% for April 2018. These increased dollars are critical to the continued success of our program at Guilford County, as they will be applied to the following cost components that continue to rise:

- Cost of Living Adjustments. This allows us to retain our valued staff by offering competitive salaries and benefits that are in line with the current healthcare market, ensuring our recruiting and retention efforts are successful.
- Guilford County is experiencing the same trend being seen in jails throughout the United States: a growing population of arrestees with health issues, often exacerbated by substance abuse and/or serious mental illness, and whose health needs have not been managed appropriately outside the jail walls. Thus, further drivers of expenses include increased utilization of on-site diagnostic services and laboratory testing identifying these health issues.
- Recently, the correctional healthcare industry as a whole has seen a rise in insurance premiums. On a national level, we have seen patients being admitted to local jail facilities with far greater health needs. As the acuity level continues to rise across the industry, we anticipate continued upward trend in this expense.

Therefore, application of the 2.2% increase revises the current monthly compensation from **\$342,687.36** to **\$350,226.48 (\$4,202,717.76 annually)** effective July 1, 2018 through June 30, 2019 for professional healthcare services being rendered at the Guilford County Jail.



Again, CCS greatly appreciates the partnership we've established and we are thankful for your consideration as we look toward our next year together. To affirm moving forward, please sign the following page and email a scanned copy to Andrea Knox, Client Services Specialist, at akknox@correctcaresolutions.com. Upon receipt, our Legal Department will begin drafting a formal contract amendment for signature.

As you review our proposal, please do not hesitate to contact Tom Sybesma, Regional Manager for Guilford County, at 913-523-4777 or Alex English, Director of Client Services, at 618-558-2183 with any additional questions or concerns you may have.

Warm regards,

A handwritten signature in blue ink, appearing to read "Bill Kissel".

Bill Kissel
Senior Regional Vice President, Operations

Cc: Tom Sybesma, Regional Manager
Alex English, Director of Client Services
Gina Rose, Senior Director of Client Services

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

A handwritten signature in blue ink, appearing to read "Capt. C. J. Martin".

Authorized Guilford County Representative

A handwritten date "6/6/18" in blue ink.

Date Signed

A handwritten name "C. A. Martin" in blue ink.

Print Name

A handwritten title "Captain" in blue ink.

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: ____.

ATTACHMENT B

STATE OF NORTH CAROLINA

AFFIDAVIT REGARDING E-VERIFY

COUNTY OF GUILFORD

I, _____ (the individual attesting below), being duly authorized by and on behalf of
Correct Care Solutions, LLC (the entity doing business with Guilford County, hereinafter "Employer") after first being
duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This _____ day of _____, 2018.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 2018.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)