# GUILFORD COUNTY CONTRACT NO. 818 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."

#### WITNESSETH:

WHEREAS, the Parties entered into a CONTRACT on July 1, 2014 (contract #111350-07/14-102, whereby the PROVIDER agreed to provide the following goods and/or service(s) to the COUNTY: Prison Health Services for Juvenile Detention

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 Exhibit A, which is attached hereto and incorporated herein by reference and made a part of this Contract.
- **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, 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 \$162,607.56.
- **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 Exhibit 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.

and year first above written. **GUILFORD COUNTY** ATTEST: Marty K. Lawing Robin Keller Date Date Guilford County Manager 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.

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day

Date

Harley Will

Interim Guilford County Finance Director



June 5, 2018

Doug Logan, Director Guilford County Juvenile Detention Center 400 West Washington Street Greensboro, NC 27401

RE: 2018-2019 Renewal and CPI Adjustment for Juvenile Inmate Healthcare Services

Dear Director Logan:

I hope this letter finds you well. Correct Care Solutions (CCS) is proud to be a partner with Guilford County and looks forward to continuing to provide medical care services to the detainees at the Guilford County Juvenile Detention Center for the upcoming year.

As per Section 6 of our Agreement, CCS would like to extend our contract for the second of two one-year periods effective July 1, 2018 through June 30, 2019. Additionally, CCS respectfully requests the contractually allowed increase as presented in our January 11, 2018 letter. While the previous ask was for a 2.5% increase, 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 the Guilford County Juvenile Detention Center, 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.

Application of the 2.2% increase revises the current monthly rate from \$13,220.13 to \$13,510.97 (\$162,131.64 annually) for professional health care services rendered at the Guilford County Juvenile Detention Center effective July 1, 2018 through June 30, 2019.

If the above terms are acceptable to the County, please sign and date below and forward a signed copy to Andrea Knox, Client Services Specialist, at akknox@correctcaresolutions.com, to affirm



moving forward. Upon receipt of the signed proposal, our Legal Department will provide a formal contract amendment for signature.

If you have any questions, please do not hesitate to contact Tom Sybesma, Regional Manager for Guilford County, at 913-523-4777 or you can contact Alex English, Director of Client Services, at 618-558-2183. We greatly appreciate the partnership we have established with Guilford County and look forward to another successful year working together.

Warm regards,

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:

Authorized Guilford County Representative

Date Signed

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: \_\_\_\_\_.

# STATE OF NORTH CAROLINA

## **AFFIDAVIT REGARDING E-VERIFY**

## **COUNTY OF GUILFORD**

l,	(the individual attesting below), being duly authorized by and on behalf of			
Corre	ect Care Solutions, I	$\underline{ ext{LC}}$ (the entity doing	g business with G	Guilford County, hereinafter "Employer") after first being
duly s	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 Ho	meland Security and	other federal agencie	es, or any succes	sor or equivalent program used to verify the work
autho	orization of newly hire	ed employees pursua	nt 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 U	nited States, shall ver	rify the work authoriz	zation of the emp	ployee 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			
emplo	oys 25 or more emplo	yees in this State. N	Nark "Yes" or "N	o":
	a. YES; or,			
	b. NO			
4.	Employer's subcon	tractors comply with	E-Verify, and if	Employer is the winning bidder on this project Employer
will e	nsure compliance wit	h E-Verify by any sub	ocontractors subs	sequently hired by Employer.
This _	day of	, 2	.018.	
_	ture of Affiant or Type Name:			_
State	of North Carolina Co	unty of <u>Guilford</u>		(A)
Signe	d and sworn to (or af	firmed) before me, tl	his the	- Iffix Of
day o	f	, 2018.		ficial/
My C	ommission Expires:			ffix Official/Notarial Seal
	·	Notary P	ublic	—   Seal