



**GUILFORD COUNTY CONTRACT NO. 1377, Contract Renewal No. 3
(Parent Contract No. 111350-07/14-102 and Contract Revision Nos. 1 & 2)**

THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2019, 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 D/B/A WELLPATH, 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 GUILFORD COUNTY Contract No. 111350-07/14-102 on July 1, 2014, and extended it with Contract Renewal No. 1 (#149) and Contract Renewal No. 2 (#818), 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 this additional Contract period from July 1, 2019 through June 30, 2020, with no remaining renewals, making this document Contract Renewal No. 3.

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 the Juvenile Detention Center for Prison Health Services is hereby extended from July 1, 2019, through June 30, 2020, under the same terms and conditions as set forth in the initial Contract, as revised in previous Contract Revisions and as revised in the Attachments to this Contract Revision No. 3. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES. 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 hereto, which is incorporated herein by reference and made a part of this Contract.

3. PRICING AND PAYMENT. 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. The maximum financial exposure to the COUNTY for all goods and/or services hereunder is not to exceed \$162,131.64. 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.

4. 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.

5. 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.

6. 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.

7. INSURANCE. As stated in the Specifications to the initial Contract, PROVIDER shall furnish the COUNTY with the required Certificates of Insurance which clearly evidence all insurance required by the Agreement. GUILFORD COUNTY shall be named as an additional insured on PROVIDER'S general liability insurance policy and the Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." Such insurance shall be primary and not contributory to any other insurance that may be available to the COUNTY. PROVIDER will also secure its general liability insurance from an A rated insurance company acceptable to the COUNTY. Such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any such certificates, policies or endorsements for any insurance expiring prior to completion of the services shall be replaced.

8. INDEPENDENT CONTRACTOR AND INDEMNIFICATION. As stated in the Specifications to the initial Contract, PROVIDER shall indemnify the COUNTY from and against all claims, losses and liabilities arising out of damage to property, or injury or death of persons (including the agents, subcontractors and employees of the Parties hereto) occasioned by or in connection with the acts or omissions of the PROVIDER or the PROVIDER'S agents, employees and subcontractors, and in all costs in connection therewith.

PROVIDER shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the PROVIDER and any of their agents or employees and the COUNTY and any of their agents or employees. PROVIDER is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. PROVIDER agrees to make no representations to the contrary.

9. 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. This Contract continues with signatures on the following page.)

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	Date
--	------

Robin B. Keller	Date
Guilford County Clerk to Board	

(COUNTY SEAL)

CORRECT CARE SOLUTIONS, LLC
d/b/a WELLPATH, LLC

ATTEST:

Member/Manager	Date
----------------	------

Witness	Date
---------	------

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
Guilford County Finance Director	



ATTACHMENT A



March 21, 2019

Major Johnnie Maynard
Guilford County Sheriff's Department
400 West Washington Street
Greensboro, NC 27401

Re: 2019-2020 Contract Renewal and Price Quote for Inmate Health Care Services Staffing – *Revised*

Greetings Major Maynard:

I hope this letter finds you well. Wellpath is proud to partner with Guilford County and we are excited to move into another year of delivering quality healthcare to your inmates.

Contract Renewal

The current term of our contract will expire June 30, 2019 and this letter is to express our intent to extend our agreement for an additional one-year period, effective July 1, 2019 through June 30, 2020.

High Point Staffing Enhancements

In follow-up to our recent meeting, below is pricing for the High Point staffing enhancements discussed for our 2019-2020 renewal year. These adjustments to our current staffing plan include providing Wellpath with the resources to ensure an effective discharge process by allowing us to employ a dedicated staff member to develop working relationships with community organizations that will assist our patients as they transition back into society.

Along with the Discharge Planner, Wellpath proposes the addition of an Assistant Health Services Administrator (AHSA) to serve as an additional leadership position. The addition of the Assistant HSA for High Point will provide the facility an authority presence onsite to oversee the administrative requirements of the healthcare program, as well as improving our recruiting, data gathering, financial monitoring, and reporting capabilities.

Application of these staffing changes revises the base compensation amount for professional healthcare services rendered at the Guilford County Detention Facilities as indicated in the following table, effective July 1, 2019 – June 30, 2020:

	Monthly	Annually
Current Base Compensation	\$ 350,226.48	\$ 4,202,717.76
Discharge Planner - 1.0 FTE	\$ 7,245.75	\$ 86,949.00
Assistant HSA - 1.0 FTE	\$ 9,262.67	\$ 111,152.00
Revised Base Compensation July 1, 2019 - June 30, 2020	\$ 366,734.90	\$ 4,400,818.76





Juvenile Detention Center 2019 – 2020 Compensation

For our 2019-2020 renewal year, compensation for services rendered at the Guilford County Juvenile Detention Center will remain at the current annual base compensation amount of \$162,131.64, billed \$13,510.97 monthly.

e-Consult Pilot Program

Per discussion, we are attaching for consideration additional details regarding our e-consult program Wellpath is piloting in select counties. We are excited to further discuss this opportunity with you, offered at no additional cost to Guilford County!

To affirm moving forward, please sign below and email a scanned copy to Andrea Knox, Partner Services Specialist, at akknox@wellpath.us. Upon receipt of the signed proposal, our Legal department will begin drafting a contract amendment reflecting these changes, and route to the appropriate individuals for signature.

Do not hesitate to contact Laura Busbin, Director of Partnership Development for Guilford County, at 229-364-8404 with any additional questions or concerns you may have.

We pride ourselves on providing the highest level of services and greatly appreciate the strong relationship we have established with Guilford County. We look forward to continued success working together.

Sincerely,

Bill Kissel

Senior Regional Vice President

Cc: *Laura Busbin, Director, Partner Development*
Gina Rose, Vice President, Partner Services





e-Consult.

Wellpath is piloting a referral management process based on staff expertise with proven protocols to limit the cost of unnecessary off-site specialty care. The program includes consultation with an outside panel of specialists in near-real time to make sure that off-site specialty care is appropriate.

On-site physicians and mid-level providers can use e-Consult to access 40 specialties, including infectious disease, orthopedics, and cardiology, from 140 specialists. These specialists can review patient data, confirm that our provider should send the patient for an off-site referral, or provide expertise to support the on-site management of the condition. This not only reduces unnecessary off-site referrals and ensuring optimal clinical care; it presents an opportunity to reduce litigation-related costs.

The e-Consult program is part of our **InmateCare+ Referral Management Process**. So far, by using **InmateCare+**, we have seen off-site visitations decrease by 25%, allowing our clients savings in both off-site costs and liability.

This application includes robust analytics and dashboard that allow our clinical team to analyze data and identify opportunities to optimize care delivery on-site and to reduce unnecessary off-site referrals. We document all e-Consults in the patient's electronic medical record.

Specialty areas include:

- Addiction Medication
- Allergy and Immunology
- Cardiology
- Dermatology
- Endocrinology
- ENT
- Gastroenterology
- General Surgery
- Hepatology
- Hematology
- Infectious Disease
- Internal Medicine
- Nephrology
- Neurology
- OB/GYN
- Oncology
- Ophthalmology
- Orthopedic Surgery
- Palliative Medicine and Hospice
- Pulmonology
- Psychiatry
- Rheumatology
- Sleep Medicine
- Urology

We make e-Consults from qualified specialists available to all providers (at any time and for any reason), with an average response time of less than 24 hours. Without e-Consult, consultations may take up to two to four weeks for an off-site appointment.

Our specialty physicians:

- are experts in 40 specialty areas
- are board-certified
- are active clinicians: all in practice, many with academic and major health system affiliations





- have earned the highest physician credentialing standards per NCQA guidelines
- have extensive training in telemedicine, technology, corrections, and e-Consults
- go through rigorous background checks
- participate in an on-going quality monitoring program
- are fully insured for e-Consult program
- provide complete and official documentation added to the patient record



STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF GUILFORD

I, Cindy Watson, (the individual attesting below), being duly authorized by and on behalf of Wellpath LLC (the entity bidding on project 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 X; 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 18 day of April, 2019.

Cindy P. Watson

Signature of Affiant

Print or Type Name: Cindy P. Watson

State of Tennessee County of Davidson

Signed and sworn to (or affirmed) before me, this the 18th

day of April, 2019.

My Commission Expires:

July 5, 2021

Erika Cotton

Notary Public

(Affix Official/Notarial Seal)

