# FORSYTH COUNTY

REVISED ITEM

## **BOARD OF COMMISSIONERS**

MEETING DATE	: _ AUGUST 10, 2015	_ AGENDA ITEM NUMBER: _	12
SUBJECT:	RESOLUTION AUTHORIZING EXECUTION AGREEMENT BETWEEN FORSYTH COUNT LLC FOR LAW ENFORCEMENT DETENTION SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)	TY AND CORRECT CAR	E SOLUTIONS,
COUNTY MA	ANAGER'S RECOMMENDATION OR COMME	<b>ENTS:</b> Recommend Ap	proval
SUMMARY	OF INFORMATION:		
See	attached		
ATTACHMENTS	: X YES NO		
SIGNATURE:	J. Wendery Celates in Josh	DATE: August 5	, 2015
	U U		

#### RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT ONE TO THE AGREEMENT BETWEEN FORSYTH COUNTY AND CORRECT CARE SOLUTIONS, LLC FOR LAW ENFORCEMENT DETENTION CENTER INMATE HEALTH CARE SERVICES (FORSYTH COUNTY SHERIFF'S OFFICE)

WHEREAS, on July 23, 2012, the Forsyth County Board of Commissioners adopted a Resolution Awarding a Contract for Inmate Health Care Services for the Law Enforcement Detention Center and the Forsyth County Youth Center; and

WHEREAS, the contract was awarded to Correct Care Solutions, LLC in the estimated amount of \$11,704,208 for the period September 1, 2012 through August 31, 2015; and

WHEREAS, the 2012 Resolution authorized the contract to be extended at the expiration of the initial three-year term in one-year increments for up to seven additional years and that the contract price may be adjusted beginning September 1, 2016 and each additional year by an amount not to exceed the Annual Consumer Price Index identified therein; and

WHEREAS, the Sheriff's Office staff recommends that the Agreement be extended from September 1, 2015 through August 31, 2016 at the original contract price;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes an extension of the Agreement between Forsyth County and Correct Care Solutions, LLC for Law Enforcement Detention Center inmate health care services, for one year from September 1, 2015 through August 31, 2016.

BE IT FURTHER RESOLVED that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County and its Sheriff's Office, the attached amended Agreement between Forsyth County and Correct Care Solutions, LLC for inmate health care services at the Law Enforcement Detention Center for the period September 1, 2015 through August 31, 2016, at the original contract price, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** by the Forsyth County Board of Commissioners that the County Manager is hereby authorized to execute, on behalf of Forsyth County, subsequent contracts or contract amendments for these services within budget appropriations in the current and future fiscal years through August 31, 2022.

Adopted this 10<sup>th</sup> day of August 2015.

NORTH CAROLINA	)	AMENDMENT ONE TO AGREEMENT BETWEEN THE FORSYTH COUNTY SHERIFF'S OFFICE AND CORRECT CARE SOLUTIONS, LLC FOR LAW
		ENFORCEMENT DETENTION CENTER INMATE HEALTHCARE (2013-0141-00)
FORSYTH COUNTY	)	TILALITIOANE (2010-0141-00)

THIS AMENDMENT, made and entered into this 1st day of September 2015, by and between Forsyth County, North Carolina (the "County"), on behalf of the Forsyth County Sheriff's Office (the "Sheriff's Office"), and Correct Care Solutions, LLC (the "Provider");

#### **WITNESSETH**

WHEREAS the PROVIDER and the COUNTY made and entered into a contract effective September 1, 2012 through August 30, 2015, for the provision of inmate healthcare at the Law Enforcement Detention Center;

WHEREAS, the contract, by mutual agreement may be extended for an additional term of one (1) year for up to a total of seven (7) additional years ending August 31, 2022; and,

WHEREAS, the Parties now desire to enter into this First Amendment to amend the Contract.

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

- 1. The term of this First Amendment shall be from September 1, 2015 through August 31, 2016.
- 2. Sections 2(a) and 2(b) of the Contract shall be deleted and the following language shall be inserted in lieu thereof:

### (a) LEDC

- i. On-Site Inmate Medical Services excluding additional HIV & Syphilis Screening at a cost of \$3,601,868.00 for the period 09/01/15 through 08/31/16.
- ii. Off-Site Inmate Medical Services where the Company and the County will share all medical expenses related to Off-Site

Inmate Healthcare at a rate of 50% Company responsibility and 50% County Responsibility with no-eeiling-limit-as written-in-the request-fer-proposal.—The contract cost to the County for this sharing arrangement, 15-\$429,614.00 for the period of 09/01/15 through 08/31/16 plus 50% of all costs

associated with off-site inmate healthcare up to \$475.958 unless this Agreement is amended in writing by the county Manager, which amendment will not be unreasonably withheld.

iii. For the period 09/01/15 through 08/31/16, the Per Diem Rate for population exceeding 751 during a one month

period shall be \$1.35, which annual amount will not exceed \$20,000 unless this Agreement is amended in writing by the County Manager, which amendment will not be unreasonably withheld.

3. The terms and conditions of the original Contract, except as amended herein, shall remain in full force and effect.

Attest

By:

Title

IN WITNESS WHEREOF, the Company has caused this contract to be legally executed, in duplicate, each of which shall constitute an original, all as of the day and year first above written, with its County deal having been affixed hereto by its proper officers, all as provided by law.

CORRECT CARE SOLUTIONS, LLC

By:

JONGE DOMINIELS

(Printed Name)

Title: President

Date: 4.17.15

(Forsyth County Signatures on Following Page)

IN WITNESS WHEREOF, the County has caused this contract to be legally executed, in duplicate, each of which shall constitute an original, all as of the day and year first above written, with its County deal having been affixed hereto by its proper officers, all as provided by law.

#### FORSYTH COUNTY SHERIFF'S OFFICE, NORTH CAROLINA

By: William T. Schafzman (Printed Name)  Title: Sheriff  Date: 05/16/15	By: All Surprisorative tosistan
FORSYTH COUNTY, NORTH CAROLINA	Attest
By:  (Printed Name)  Title: County Manager	By: Title
Date:	- -
APPROVED AS TO FORM AND LEGALITY:  Assistant County Attorney	

Contract #2013-0141-01: Correct Care Solutions LLC Inmate Healthcare Services

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

7/13/2015

Date

**Director of Finance**