Addendum No. 1
RFP No. 20-04
INMATE HEALTH CARE SERVICE FOR ROCKDALE COUNTY

February 3, 2020

RFP #20-04 is hereby amended as follows:

1. We have received an Open Records Request Form requesting the current Rockdale County Contract for our Inmate Medical Services. To make it fair to all potential vendors, we have made this information public. Please see the attached documents.

2. All other conditions remain in full force and effect.

3. If a Proposal has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the Proposal price, the new price and/or changes will be inserted below:

4. All bidders under this Request for Proposal are kindly requested to acknowledge receipt of this Addendum on page 30 of the Proposal Form.

Tina Malone
Tina Malone, CPPB CPPO
Procurement Officer
Department of Finance, Purchasing Division
Rockdale County Sheriff's Office  
Request to Inspect Public Records  
Georgia Open Records Act O.C.G.A. § 50-18-72  

Please print clearly to assure correct data is collected.

RETURN COMPLETED FORM IN PERSON, BY MAIL, BY EMAIL OR BY FAX:

Rockdale County Sheriff's Office  
Attn: Records Unit  
911 Chambers Drive, Conyers, GA 30012  
Fax: 770-785-2494  
Email: rcsorecords@rockdalecounty.org  
Telephone: 770-278-8000

REQUESTING PARTY'S INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>Alyse Trujillo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number(s):</td>
<td>412-937-8590 ext 243</td>
</tr>
<tr>
<td>Complete Address (Street, City, State, Zip Code):</td>
<td>501 Holiday Drive, Suite 300, Pittsburgh, PA 15220</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:info@wexfordhealth.com">info@wexfordhealth.com</a></td>
</tr>
</tbody>
</table>

RECORDS REQUESTED – BE SPECIFIC

| Document(s) Requested For – Person’s Name: | n/a |
| Date of Birth (If Known): | n/a |
| Social Security Number (If Known): | n/a |
| Records Requested (BE SPECIFIC): | Current Rockdale County contract for Inmate Medical Services with Wellpath including any exhibits, attachments, and amendments. |

Preferred Method/Manner in which Requested Records are Received (Check One):

- [ ] Email Records  
- [ ] Paper Copies Requested  
- [ ] Personal Inspection of Records

Reason for Request (Optional):

The undersigned is hereby responsible for the cost of the number of copies made at a rate of 10¢ per page, except for copies of Georgia Uniform Motor Vehicle Accident Reports at a rate of $5 each, and agrees to pay the fees incurred. A charge may also be made commensurate with the hourly wage of the lowest paid employee authorized to search for, organize and redact those records if the search for requested documents exceeds 15 minutes.

The Rockdale County Sheriff's Office will comply with the Georgia Open Records Act for production and inspection of records.

Signature: [Signature]

Date: 1/30/2020

NOTE: ORIGINAL RECORDS ARE NOT TO BE REMOVED FROM THE OFFICE.

RCSO USE ONLY

Approved by:  
Date:  

Date records made available:  

Number of copies:  

@ 10¢ per page. Copy cost: $  

Number of copies of GA Uniform Motor Vehicle Accident Reports:  

@ $5 per report.  

RCSO employee time:  

@ $  

per hour.  

RCSO employee time cost: $  

TOTAL DUE: $
ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S
FOR PURCHASING USE ONLY

Tracking# ____________________________ Contract# 2015-75 ____________ Actual BOC Date: 

FOR USE BY THE USER DEPARTMENT

Department: Rockdale County Sheriff's Office Contact Name & Extension: Major Mike Kinlain
Project Title and Brief Summary: Inmate Healthcare
Term of Contract and/or Project: April 15, 2015-April 15, 2016
Vendor Name: Correct Care Solutions Contact: Patrick Cummiskey
Address/Phone#: 1283 Murfreesboro Road, Suite 500, Nashville, TN 37217 615-319-4440
Contract $ 1,235,993.44 Funding Source and Account Number #: 

Director/Elected Official Signature: ____________________________ Date: 1-3-2015

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 6/18/15 11:58 Date and Time: 6/19/15
☐ ITB ☐ RFP ☑ Agreement/Contract ☐ Change Order # ☐ GSA/SWC
☐ Approved Sole Source ☐ Other (specify): 
Projected BOC Meeting Date: 
Comments/Notes: 
Procurement Officer Signature: ____________________________ CSR

FOR USE BY THE DIRECTOR OR FINANCE

Date and Time Received: 6/5/15 4pm Date and Time Out: 6/15/15 8am
Funding Source: GF Budget Amount: $1,300,000 2015
Finance Officer Signature: ____________________________ MM

FOR USE BY COUNTY ATTORNEY

Date and Time Received: 6/11/15 2:49
☐ Returned to Purchasing with comments Date and Time Out: 
Comments: 

☐ Received from reroute (if applicable): Date and Time In: 6/5/15 12:30
☐ Approved as to form and Returned to Purchasing Date and Time Out: 
County Attorney Signature: ____________________________

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 7/16/15 4:00pm Date and Time Out: 
☑ Approved for Agenda Placement and Forwarded to County Clerk Agenda Date: 
Comments/Notes 
Chief of Staff Signature: ____________________________

Route Slip Form No. 1 2/20/2014

6/15/15 Emailed to Patrick for Signature
8/15/15 Executed Contract sent via FedEx.
Agenda Item Summary: Item #

Requesting Department
Rockdale County Sheriff’s Office

Requested Action
Approve contract between Rockdale County and Correct Care Solutions for provision of healthcare services

Requirement for Board Action

Is this Item Goal Related?
Yes [x] No [ ]

Summary & Background
Department Recommendation is to accept the contract (Health services agreement renewal) between Rockdale County and Correct Care Solutions to provide healthcare services to inmates incarcerated at the Rockdale County Jail.

Rockdale County is charged by law with the responsibility for obtaining and providing reasonable and necessary care for inmates or detainees at the Rockdale County Jail. Rockdale County has contracted with Correct Care Solutions for medical services since April 2013.

Rockdale County wishes to renew this contract with an increase of 1.5% based on the consumer price index report for the southern urban region.

Fiscal Impact / Funding Source
$1,235,893.44

Exhibits Attached
2015 Health Services Agreement between Rockdale County and Correct Care Solutions

Source of Additional Information
Major Mike Kinlein, Rockdale County Sheriff’s Office, 770-278-8201

Department Head/Director's Approval
Richard S. Freeman, Ph.D.
Chief Deputy

Signed

Date 6.3.2015

Chief of Staff Approval

Created 12/6/13/ KII
HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as “AGREEMENT”) by and between ROCKDALE COUNTY (hereinafter referred to as “COUNTY”), a political subdivision of the State of Georgia, and Correct Care Solutions, LLC (hereinafter referred to as “COMPANY”), is entered into as of the 28th day of July 2015.

WITNESSETH:

WHEREAS, COUNTY is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Rockdale County Jail (hereinafter called “JAIL”) and,

WHEREAS, COUNTY desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the COUNTY, which provides funding as approved by the Commissioner for the COUNTY, desires to enter into this AGREEMENT with COMPANY to promote this objective; and,

WHEREAS, COMPANY is in the business of providing correctional healthcare services under contract and desires to provide such services for the COUNTY under the express terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE 1: HEALTH CARE SERVICES

1.1. General Engagement. COUNTY hereby contracts with COMPANY to provide healthcare services to inmates of the JAIL. This care is to be delivered to individuals under the custody and control of the COUNTY at the JAIL, and COMPANY enters into this AGREEMENT according to the terms and provisions herein. COMPANY agrees to provide such services.

1.2. Scope of General Services. The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the custody of the COUNTY. COMPANY shall provide health care services for all persons committed to the custody of the COUNTY. COMPANY shall provide or provide for, on a regular basis, medically appropriate professional medical, mental health, dental, and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management,
pharmacy/prescription supply and services management, administrative support services, and other services, all as more specifically describes herein.

1.3. **Specialty Care Services.** When non-emergency specialty care is required and cannot be rendered at the JAIL, COMPANY shall make arrangements with the COUNTY for the transportation of the inmates in accordance with Section 1.8 of this AGREEMENT. COUNTY shall be financially responsible for all Specialty Care services (as such term is defined in Section 7.3), except as set forth in Article VII.

1.4. **Emergency Services.** COMPANY shall provide, at its own cost, on-site emergency medical care, as medically necessary. COMPANY shall not be financially responsible for emergency services provided outside the JAIL, except as expressly set forth in Article VII.

1.5. **Injuries Incurred Prior to Incarceration; Pregnancy.** COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate’s commitment into the custody of the COUNTY. Furthermore, COMPANY is not financially responsible for the cost of services outside the JAIL for any medical treatment or health care services provided to medically stabilize any inmate presented at booking by an agency, other than the COUNTY, with a life threatening injury or illness or in immediate need of emergency medical care.

Once it has been determined by COMPANY’s intake medical personnel that the inmate has been medically stabilized, and accepted by COUNTY JAIL personnel into the custody of the COUNTY, COMPANY will, commencing at that point, then become financially responsible for the cost of all medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual’s incarceration at the JAIL. An inmate shall be considered medically stabilized when the patient’s medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the COUNTY JAIL personnel, so that the inmate can reasonably be housed inside the JAIL.

It is expressly understood that COMPANY shall not be responsible for medical costs associated with the medical care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the JAIL prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.

1.6. **Inmates outside the Facility.** The health care services contracted in the AGREEMENT are intended only for those inmates in the actual physical custody of the COUNTY. This does not include inmates who are under guard in Jails or prisons outside the COUNTY. Such
inmates are not to be included in the daily population count. No such person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release, work release, or escape status will not be the responsibility of COMPANY. However, inmates on work detail who are supervised by county personnel and become injured will be the responsibility of COMPANY as long as they are returned to the facility to be treated by COMPANY personnel or are referred to the hospital by COMPANY personnel. These inmates must be part of the daily census count.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing or payment of health care services.

1.7. **Elective Medical Care.** COMPANY is not responsible for providing elective medical care to inmates, unless expressly contracted for by the COUNTY. For purposes of the AGREEMENT, “elective medical care” means medical care that is not medically urgent, nor threatens life or limb if withheld nor causes the inmate’s health to deteriorate or causes permanent harm to the inmate’s well-being. COUNTY must review any referral of inmates for elective medical care prior to provision of such services.

1.8. **Transportation Services.** To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services COMPANY is obligated to pay under this AGREEMENT, the COUNTY will, upon prior request by COMPANY, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. COMPANY shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.4 of this AGREEMENT.

**ARTICLE II: PERSONNEL**

2.1. **Staffing.** COMPANY shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the JAIL, as identified on Exhibit A, which is attached hereto.

2.2. **Licensure, Certification and Registration of Personnel.** All personnel provided or made available by COMPANY to render services hereunder shall be licensed, certified or registered, in their respective area of expertise as required by applicable Georgia law.
2.3. **COUNTY's Satisfaction with Health Care Personnel.** If the Sheriff, Chief Deputy, or Division Commander of the JAIL becomes dissatisfied with any health care personnel provided by COMPANY hereunder, or by any independent contractor, subcontractor or assignee, COMPANY, in recognition of the sensitive nature of correctional services, shall following receipt of written notice from the Sheriff, Chief Deputy, or Division Commander of the JAIL of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved to the reasonable satisfaction of the Sheriff, Chief Deputy, or Division Commander of the JAIL, COMPANY shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about who the Sheriff has expressed dissatisfaction. Should removal of an individual become necessary, COMPANY will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of COMPANY.

2.4. **Use of COUNTY Personnel and Inmates in the Provision of Health Care Services.** COUNTY personnel and/or inmates shall not be employed or otherwise engaged by either COMPANY or COUNTY in the direct rendering of any health care services.

2.5. **Subcontracting and Delegation.** In order to discharge its obligations hereunder, COMPANY will engage certain health care professionals as independent contractors rather than employees. COUNTY consents to such subcontracting or delegation. As the relationship between COMPANY and these health care professionals will be that of independent contractor, COMPANY will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. COMPANY will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, COMPANY shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this AGREEMENT. For each agent and subcontractor, including all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractor of COMPANY under this AGREEMENT, upon request, COMPANY shall provide COUNTY proof, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least $1,000,000 (One Million Dollars) coverage per occurrence and $3,000,000 (Three Million Dollars) aggregate. Such coverage may be provided pursuant to a claims-made policy, provided appropriate tail policy coverage remains in place post-termination of this AGREEMENT.

2.6. **Discrimination.** During the performance of this AGREEMENT, COMPANY, its employees, agents, subcontractors, and assignees agree as follows:

a. None will discriminate against any employee or applicant for employment because of race, religion, color, gender or national origin, except where religion, gender or
national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

ARTICLE III: REPORTS AND RECORDS

3.1. Medical Records. COMPANY shall cause and maintain complete and accurate medical records for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and the COUNTY policies and procedures. The medical records shall be kept separate from the inmate’s confinement record. A complete legible copy of the applicable medical records shall be available at all times, to COUNTY as custodian of the person of the patient. COMPANY shall implement ERMA, its electronic record management application, in accordance with a timeframe mutually agreed upon by COMPANY and COUNTY. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, COMPANY shall comply with Georgia law and COUNTY policy with regard to access by inmates and COUNTY personnel to medical records. No information contained in the medical records shall be released by COMPANY except as provide by COUNTY Sheriff’s Office policy, by a court order, or otherwise in accordance with the applicable law. COMPANY shall, at its own cost provide all medical personnel necessary to maintain the medical records. At the termination of this AGREEMENT, the medical records shall be delivered to and remain with the COUNTY. However, COUNTY shall provide COMPANY with reasonable ongoing access to all pertinent medical records even after the termination of this AGREEMENT for the purposes of defending or investigating litigation.

3.2. Regular Report by COMPANY to COUNTY. COMPANY shall provide to COUNTY, on a date and in a form mutually acceptable to COMPANY and COUNTY, reports relating to services rendered under this AGREEMENT.

3.3. Inmate Information. Subject to the applicable Georgia law, in order to assist COMPANY in providing medically appropriate health care services to inmates, COUNTY will provide COMPANY with information pertaining to inmates that COMPANY and COUNTY mutually identify as reasonable and necessary for COMPANY to adequately perform its obligations hereunder.

3.4. COMPANY Records Available to COUNTY with Limitations on Disclosure. COMPANY shall make available to COUNTY, at COUNTY’s request, records, documents and other papers
relating to the direct delivery of health care services to inmates hereunder. COUNTY understands that written operating policies and procedures employed by COMPANY in the performance of its obligations hereunder are propriety in nature and will remain the property of COMPANY and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copies or otherwise utilized by COUNTY, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by COMPANY. Propriety information developed by COMPANY shall remain the property of COMPANY. The parties acknowledge and agree that no provision set forth herein this AGREEMENT is intended to waive or permit the breach of protections provided under federal or Georgia state laws pertaining to peer review, attorney-client privilege, and other similar protections.

3.5. COUNTY Records Available to COMPANY with Limitations on Disclosure. During the term of this AGREEMENT and for a reasonable time thereafter, COUNTY will provide COMPANY at COMPANY’s request, COUNTY’s records relating to the provision of health care services to inmates as may be reasonably requested by COMPANY or as are pertinent to the investigation or defense of any claim related to COMPANY’s conduct. Consistent with applicable law, COUNTY will make available to COMPANY such inmate medical records as are maintained by COUNTY, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent COUNTY has any control over those records) as COMPANY may reasonable request. Any such information shall be kept confidential by COMPANY and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the Sheriff.

ARTICLE IV: SECURITY

4.1. General. COMPANY and the COUNTY understand that adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of COMPANY as well as for the security of inmates and JAIL personnel, consistent with the correctional setting. The COUNTY’s JAIL personnel will take all reasonable steps to provide sufficient security to enable COMPANY to safely and adequately provide the health care services described in this AGREEMENT. It is expressly understood by the COUNTY and COMPANY that the provision of security and safety for the COMPANY personnel is a continuing precondition of COMPANY’s obligation to provide its services in a routine, timely, and proper fashion. This provision, however, shall not be considered to and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of company or any other person in anyway whatsoever.

4.2. Security during Transportation Off-Site. The COUNTY, by and through the COUNTY’s Sheriff’s Office, will provide prompt and timely security as medically necessary and
appropriate in connection with the transportation of any inmate between the JAIL and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1. General. COUNTY agrees to provide COMPANY with reasonable and adequate office and medical space, facilities, telephone equipment with dedicated line in the medical area, copy machine in the medical area for use by medical staff, facsimile machine with dedicated line in the medical area, and secured high-speed/DSL internet access for the sole and exclusive use by medical staff. COUNTY will pay for the utilities (gas, electric, water, phone lines, internet access, etc.). COUNTY will provide for the necessary medical equipment and furniture required to perform the healthcare services, as described herein, provided COMPANY is financially responsible for medical equipment costing up to $400.00 (four hundred dollars). Further, COUNTY will provide necessary maintenance and housekeeping of the office space and facilities.

COMPANY will provide all office and medical supplies required for inmate healthcare. COMPANY will provide for medical records.

5.2. Delivery of Possession. COUNTY will provide to COMPANY beginning on the date of commencement of this AGREEMENT, possession and control of all COUNTY medical and office equipment and supplies in place at the JAIL’s health care unit. At the termination of this or any subsequent AGREEMENT, COMPANY will return to the COUNTY JAIL possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the JAIL’s health care unit prior to the commencement of services under this AGREEMENT. Any such return will require written confirmation, executed by the Division Commander of the JAIL, for proper acceptance. At the commencement of service by COMPANY an inventory of all supplies, medical and office equipment as described herein will be completed in writing by COUNTY personnel. This inventory will be reviewed and approved in writing by the authorized agent of the COUNTY as well as the COMPANY.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1. Initial Term. This Agreement is effective on the date and year first written above and shall continue for one (1) year. This AGREEMENT is renewable under like terms for an additional four (4) consecutive years, subject to negotiation mutually agreed-upon compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term.

6.2. Termination. This AGREEMENT may be terminated as otherwise provided in this AGREEMENT or as follows:
a. Termination by Agreement. In the event that each of the parties mutually agrees in writing, this AGREEMENT may be terminated on the terms and date stipulated therein.

b. Termination by Cancellation. This AGREEMENT may be canceled, without cause, by either party upon ninety (90) days prior written notice in accordance with Section 9.3 of this AGREEMENT.

c. The COUNTY may terminate the contract resulting from this solicitation at any time the COMPANY fails to carry out material contract provisions if, in the reasonable opinion of the Sheriff, the performance of such provisions is unreasonably delayed or the vendor with notice of any conditions which are endangering performance and if, after such notice, the vendor fails to remedy such conditions with thirty (30) calendar days, the COUNTY may, in writing, terminate the contract upon an additional thirty (30) days written notice.

6.3. Responsibility for Inmate Health Care. Upon termination of this AGREEMENT, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the JAIL, will be transferred from COMPANY to COUNTY.

ARTICLE VII: COMPENSATION

7.1. Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY an annual base of $1,235,893.44 (One Million Two Hundred Thirty-five Thousand Eight Hundred Ninety-three and 44/100 Dollars), payable in 12 (twelve) equal monthly installments. This compensation level assumes a maximum inmate population of 500 inmates. COUNTY agrees to compensate COMPANY $1.37 (One Dollar and Thirty-seven Cents) per inmate per day when the daily inmate census exceeds, as identified on Exhibit B, which is attached hereto.

The per diems mentioned above are intended to cover additional costs in those instances where minor, short term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diems are not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows to an average monthly population greater than 500 per day and if the population increase is sustained for a three (3) month period. In such case, the parties agree to negotiate additional staffing complement and associated compensation in order to continue to provide services to the increased number of inmates and maintain the quality of care consistent with this AGREEMENT.

The Base Compensation and Per Diem Compensation, as set forth in Section 7.1, paid to COMPANY for any succeeding twelve (12) month period (after the first twelve (12)
months of the AGREEMENT) shall be increased by the percentage increase of the Consumer Price Index for Wage Earners (CPI-W), Medical Care Component (MCC) for the southern region of the United States. The resultant percentage increase shall be multiplied by the Annual Base Compensation and Per Diem Compensation to determine the subsequent annual Base Compensation and Per Diem Compensation for the succeeding twelve (12) month period. This CPI-W adjustment shall be reflected in the billing for any contract renewal period.

The price in Section 7.1 above reflects the scope of services as outlined herein and the current community standard of care with regard to health care services. Should there be any change in or modification of inmate distribution, standard of care, scope of services, cost of goods or services or available workforce pool, any statute, rule or regulation is passed or any order issued or any statute or guideline adopted that results in material increase in costs, the increased costs related to such change of modification are not covered in this AGREEMENT and will be negotiated with the COUNTY.

COMPANY will invoice COUNTY during the month prior to the month of service. COUNTY agrees to pay COMPANY by the 15th day of the month of service. In the event this AGREEMENT should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

The COUNTY shall pay COMPANY interest on all undisputed payments hereunder that are not paid when due. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The COUNTY shall bear the costs of any legal or collection fees and expenses incurred by COMPANY in attempting to enforce COUNTY's payment obligations hereunder.

7.2. **Inmates from Other Jurisdictions.** Medical care rendered within the JAIL to inmates from jurisdictions outside COUNTY, and housed in the JAIL pursuant to written contracts between COUNTY and such other jurisdictions or the State of Georgia, or by statute will be the responsibility of COMPANY, as limited by the AGREEMENT. Medical care that cannot be rendered within the JAIL will be arranged by COMPANY. Such inmates from other jurisdictions shall be included in the ADP census. COMPANY will forward all bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the JAIL.

7.3. **Expenses for Specialty Care.** The COUNTY shall be responsible for payment of costs and expenses associated with the provision of those services that occur for Specialty Care, when such costs and expenses exceed $50,000.00 for the first twelve (12) months of this AGREEMENT (the "Aggregate Cap Amount") and for any subsequent twelve (12) month renewals of this AGREEMENT. In addition to Specialty Care, advanced diagnostics (ultrasound, CT, etc.), chemotherapy and dialysis will apply to the Aggregate Cap. The Aggregate Cap shall be prorated for any partial twelve (12) month period under this AGREEMENT. Until such time as the Aggregate Cap Amount is exceeded in any 12
(twelve) month period, the costs and expenses associated with the Specialty Care services shall be borne by the COMPANY. The COMPANY agrees to track and account for all such expenses on behalf of the COUNTY. Specialty Care services are defined to include all services performed off-site, including, but not limited to, emergency room and hospital services, out-patient care, ambulance services, non-emergency transportation, forensic testing and samples, dialysis, off-site labs and radiology, out-patient physician consultations, and specialist fees. In the event such Specialty Care services are performed on-site, the cost of such services is included in the Aggregate Cap Amount.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

8.1. Insurance. At all times during the AGREEMENT, COMPANY shall maintain professional liability insurance covering COMPANY for its work at COUNTY, its employees and its officers in the minimum amount of at least $1,000,000 (One Million Dollars) per claim and $3,000,000 (Three Million Dollars) in the aggregate. In the event that coverage changes, COMPANY will notify COUNTY in writing. COMPANY will also notify COUNTY, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the COUNTY. COMPANY shall make available a Certificate of Insurance evidencing the above policy levels and shall name COUNTY as an additional insured.

8.2. Indemnification. COMPANY shall indemnify, defend and hold COUNTY harmless from and against any and all claims against COUNTY based on COMPANY’s performance of its obligations hereunder; provided, however, that COMPANY will not be responsible for any claim arising out of the COUNTY’s or its employees or agents actions, inactions, or omissions. COUNTY shall defend, and hold COMPANY harmless from and against any and all claims against COMPANY arising out of the performance by COUNTY, its employees, agents, officers, or contractors in connection with COUNTY’s obligations hereunder or other conduct. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of COMPANY or any other person in any way whatsoever.

ARTICLE IX: MISCELLANEOUS

9.1. Independent Contractor Status. The parties acknowledge that COMPANY is an independent contractor engaged to provide medical care to inmates at the JAIL under the direction of COMPANY management. Nothing in this AGREEMENT is intended nor shall be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between the parties.

9.2. Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed
to have been duly give if delivered, personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to the person at any other address as may be designated in writing by the parties:

(a) COUNTY: Rockdale County Finance Department
Attention: Connie Rivers
958 Milstead Avenue/P.O. Box 289
Conyers, GA 30012

(b) COMPANY: Correct Care Solutions, LLC
Attention: Patrick Cummiskey
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

Notices shall be effective upon receipt regardless of the form used.

9.3. ** Entire Agreement. ** This AGREEMENT constitutes the entire Agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this AGREEMENT shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

9.4. ** Amendment. ** This AGREEMENT may be amended or revised only in writing and signed by all parties.

9.5. ** Waiver of Breach. ** The waiver by either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.6. ** Other Contracts and Third-Party Beneficiaries. ** The parties acknowledge that COMPANY is neither bound by nor aware of any other existing contracts to which COUNTY is a party and which relate to the providing of medical care to inmates at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that the AGREEMENT is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.7. ** Severability. ** In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the
AGREEMENT which shall remain in full force and effect and enforceable in accordance with its terms.

9.8. **Cooperation.** On and after the date of this AGREEMENT, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonable require to effectuate the provisions and intentions of this AGREEMENT.

9.9. **Medicaid Inmate Inpatient Reimbursement.** The parties acknowledge and agree that COMPANY shall not be deemed to be an insurance company or other federally defined “payer”, notwithstanding any provision set forth herein this AGREEMENT.

9.10. **Authority.** The parties signing this AGREEMENT hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.11. **Binding Effect.** This AGREEMENT shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. If inmate has some healthcare benefits Aggregate Cap gets credited.

9.12. **Cumulative Powers.** Except as expressly limited by the terms of this AGREEMENT, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.13. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, by and through their duly authorized officers, the day, month and year given below.

Correct Care Solutions, LLC

By: [Signature]

Patrick Cumminskey, Executive VP

ROCKDALE COUNTY, GEORGIA

BOARD OF COMMISSIONERS

By: [Signature]

Richard A. Oden, Chairman

(Signatures continued to next page)
Witness:

By: [Signature]

Attest:

By: [Signature]
Jennifer Rutledge, County Clerk

Approved as to form:

By: [Signature]
M. Qader A. Baig, County Attorney
June 2, 2015

Major Mike Kinlein
Lieutenant Dennis Pass
Rockdale County Sheriff’s Office
911 Chambers Drive NW
Conyers, GA 30012

Re: Health Services Staffing Matrix - REVISED

Dear Major Kinlein and Lieutenant Pass:

Correct Care Solutions (CCS) values our relationship with the Rockdale County Sheriff’s Office (RCSO) and looks forward to continuing that relationship long into the future.

Per discussions, we have adjusted our staffing matrix to reflect current operations, including the conversion of psychiatric hours to psychiatric mid-level, allowing us to expand the on-site Provider time for psychiatric services.

Further, although past communications confirm that CCS has responsibility to provide 20 hours per week of Licensed Clinical Social Worker, we agree that there is volume of need with the current population to justify 24 hours per week; we have adjusted the matrix accordingly, and at no additional cost to RCSO.

Finally, to ensure clear intent and goal alignment, we have revised the matrix lines on Day Shift to reflect that while two LPNs is the preferred staffing mix, one Paramedic may be used— but only when there is a Licensed Practical Nurse (LPN) on-shift as well.

CCS looks forward to continuing to provide a quality medical program in Rockdale County; our goal is a partnership that is long-term. Please feel free to contact us if you have any additional questions!

Best Regards,

Gina M. Rose
Director of Client Services

Cc: Bill Kissel, Regional Vice President, Correct Care Solutions
    Naira Jamal-Dobbs, Health Services Administrator, Correct Care Solutions
Major Mike Kinlein  
Lieutenant Dennis Pass  
June 2, 2015  
Re: Health Services Staffing Matrix- **REVISED**  
Page 2

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**TOTAL HOURS/FTE per week**  

498  
12.45

*May substitute (1) hour of physician/psychiatrist time for (2) hours of mid-level practitioner time, as necessary and with client approval.*
April 10, 2015

Major Mike Kinlein
Rockdale County Sheriff’s Office
911 Chambers Drive NW
Conyers, GA 30012

Re: Health Services Agreement Renewal

Dear Major Kinlein:

Correct Care Solutions (CCS) looks forward to continuing our relationship with Rockdale County Sheriff’s Office for many years!

Per contract item 7.1, we would like to request adjustment to the base compensation based on the Consumer Price Index (CPI) report for the South Urban region. Based on this report (attached), we determine the annual increase rate appropriate for medical services in your region to be 1.5%.

The following chart provides figures for application of the 1.5% CPI increase, effective April 15, 2015.

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Under the same contract term and percentage, the per diem rate would also increase 1.5% to $1.37.

We submit this request for your approval, and welcome any questions you might have. We are thankful to be a partner in Rockdale County, and look forward to continuing our service to the Sheriff’s Office.

Best Regards,

Gina M. Rose
Director of Client Partnerships

Attachment (1)
ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S
FOR PURCHASING USE ONLY

Tracking#  2015-75-601
Actual BOC Date:

FOR USE BY THE USER DEPARTMENT

Department: Rockdale County Sheriff's Office  Contact Name & Extension: Major Mike Kirlein
Project Title and Brief Summary: Inmate Healthcare
Term of Contract and/or Project: July 28, 2016 - July 27, 2018
Vendor Name: Correct Care Solutions  Contact: Chris Bove
Address/Phone#: 1263 Murfreesboro Road, Suite 500 Nashville, TN 37217 615-324-5750
Contract $1,301,158.08 per year  Funding Source and Account Number #: 100-3326-521200-30
Priority: NEXTBOCKMTG/50/60/70 (Choose One) Comments/Justify NEXTBOCKMTG:
Contract Dates
Director/Elected Official Signature: Chief Deputy Mayor Little Date: 06-23-16

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 6/23/16 4:51 pm Date and Time: 6/27/16 9:30 am
☐ ITB  ☐ RFP  ☐ Agreement/Contract  ☐ Change Order No  ☐ GSA/SWC
☐ Approved Sole Source  ☐ Other (specify):
Projected BOC Meeting Date:
Comments/Notes:
Procurement Officer Signature: Angela Malone

FOR USE BY THE DIRECTOR OR FINANCE

Date and Time Received: 6-27-16 Date and Time Out: 7-8-16
Funding Source: GF  Budget Amount: $1,301,158.08  5% increase
Finance Officer Signature: [Signature]

FOR USE BY COUNTY ATTORNEY

Date and Time Received: 6/27/16 9:36 am
☐ Returned to Purchasing with comments
Comments:

☐ Received from reroute (if applicable):
☐ Approved as to form and Returned to Purchasing
County Attorney Signature: [Signature]

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 7/14/16 10:10 am Date and Time Out:
☑ Approved for Agenda Placement and Forwarded to County Clerk
Comments/Notes
Chief of Staff Signature: [Signature]

Route Slip Form No. 1 2/20/2014
**Agenda Item Summary: Item #**

**Requesting Department**
Rockdale County Sheriff’s Office

**Requested Action** (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)
Board Approval

**Requirement for Board Action** (Cite specific Board policy, statute or code requirement)
Contract

**Is this Item Goal Related?** (If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)
☐ Yes  ☐ No

**Summary & Background**
(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Department Recommendation is to accept the contract (Health Services agreement renewal) between Rockdale County and Correct Care Solutions to provide healthcare services and a full time Mental Health Pro to inmates incarcerated at the Rockdale County Jail.

Rockdale County is charged by law with the responsibility of obtaining and providing reasonable and necessary care for inmates or detainees at the Rockdale County Jail. Rockdale County has contracted with Correct Care Solutions for medical services since April 2013.

Rockdale County wishes to renew this contract with a total increase of 5.0%. 3% of this increase will be for the Mental Health Pro position to increase from part time to full time. The remaining 2% is based on the consumer price index report for the Southern Urban Region after an initial request of 3.59% by CCS.

**Fiscal Impact / Funding Source**
(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)
100-3326-521200-30 $1,301,158.08 per year

**Exhibits Attached** (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)
Agenda Item Summary, Route Slip for Contracts, Contract Renewal

**Source of Additional Information** (Type Name, Title, Department and Phone)
Major Mike Kinlein, Rockdale County Sheriff’s Office 770-278-8201

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**Department Head/Director’s Approval**

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Created 12/6/13/ KIH
August 2, 2016

Rockdale County, Department of Finance
Tina Malone
958 Milstead Avenue
Conyers, Georgia 30012

RE: Contract 2015-75-CO1

Ms. Malone,

Enclosed please find one fully executed contract, number 2015-75-CO1, for your records. If you have any questions please feel free to contact me at the information provided below.

Sincerely,

Sarah Morgenstern
Legal Assistant, Contracts

1283 Murfreesboro Pike, Suite 500
Nashville, Tennessee 37217
Telephone: (615) 844-5564
Email: smorgenstern@correctcaresolutions.com
June 20, 2016

Major Mike Kinlein  
Rockdale County Sheriff’s Office  
911 Chambers Drive NW  
Conyers, GA 30012

RE: Health Services Annual Renewal- 2016

Dear Major Kinlein:

Correct Care Solutions (CCS) values our relationship with the Rockdale County Sheriff’s Office (RCSO) and looks forward to continuing that relationship long into the future.

Per discussions, CCS would like to pursue the next renewal of our contract, effective July 28, 2016 through July 27, 2017. In our letter dated May 16, 2016, CCS presented an option with additional Mental Health Professional (MHP) hours to bring this position to full time; as well as an allowable annual compensation increase based on the Consumer Price Index (CPI). CPI was offered based on March calculations, 3.59%.

The incremental increases in annual cost, based on this proposal, were:
- Annual increase at CPI of 3.59% = $44,368.56
- 832 hours per year (16 hrs/wk) of additional MHP (plus full time benefits) = $40,548 annually

Following negotiation, CCS agrees to a 2.00% increase, along with the addition of the Mental Health Services.
- Annual increase at negotiated rate of 2.00% = $24,716.64
- 832 hours per year (16 hrs/wk) of additional MHP (plus full time benefits) = $40,548 annually

With the accepted decrease in the annual increase, RCSO garners savings of $19,651.92, covering nearly half of the incremental cost of the MHP. We are confident this will allow for enhanced care to the patients at the Rockdale County Jail. Since the inception of our partnership, we have been genuinely impressed with RCSO's dedication to the care of its inmate population, and we thank you for your continued partnership.

Attached is the Amendment reflecting the above-referenced negotiated changes, including the updated staffing plan to include the additional MHP hours.

Warm regards,

Chris Bove
President, Local Detention Division

Cc: Bill Kissel, Regional Vice President, Correct Care Solutions  
Gina Rose, Senior Director of Client Services, Correct Care Solutions
FIRST AMENDMENT TO THE HEALTH SERVICES AGREEMENT  
(Effective July 28, 2016)

This First Amendment, effective July 28, 2016 (this “Amendment”), to the Health Services Agreement dated July 28, 2015 (the “Agreement”), is by and between Correct Care Solutions, LLC (the “Company”) and Rockdale County, Georgia, a political subdivision of the State of Georgia (the “County”).

WHEREAS, the Parties agree to renew the Agreement in accordance with Section 6.1; and

WHEREAS, the Parties agree to add the option for two more renewal periods to the Agreement; and

WHEREAS, the Parties seek to increase the annual compensation for the renewal period pursuant to the applicable Consumer Price Index, as permitted in Section 7.1 of the Agreement; and

WHEREAS, the Parties also seek to add additional Mental Health services as more fully outlined below; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECATALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.

2. **RENEWAL.** The Parties hereby acknowledge and agree that the Agreement shall be renewed for one additional year spanning from July 28, 2016 through July 27, 2017 (the “Renewal Period”), consistent with the amended Provision 6.1, as restated in Provision 3 of this Amendment.

3. **AMENDMENT TO SECTION 6.1 OF AGREEMENT.** The Agreement shall be amended by deleting Section 6.1 in its entirety and inserting the following language in lieu thereof:

   6.1. **Initial Term.** This Agreement is effective July 28th, 2015 and shall continue for one year. This Agreement is renewable under like terms for an additional six consecutive years, subject to mutually agreed-upon compensation adjustments, unless either Party hereto delivers written notice of non-renewal at least 90 days prior to the expiration of the then-existing term.

4. **AMENDMENT TO SECTION 7.1 OF THE AGREEMENT.** To effectuate the agreed upon compensation increase paid to the Company for the Renewal Period, and to compensate the Company for the increased compliment of Mental Health services to be provided (see Provision 5 below), the Agreement shall be
amended by deleting the first paragraph of Section 7.1 in its entirety and inserting the following language in lieu thereof:

7.1 **Base Compensation & Per Diem Compensation.** The base annual amount to be paid by the County to the Company under this Agreement is One Million Three Hundred One Thousand One Hundred Fifty-Nine Dollars and Twenty-Eight Cents ($1,301,159.28) for a period of 12 months, payable in 12 equal monthly installments. Each monthly installment shall equal One Hundred Eight Thousand Four Hundred Twenty-Nine Dollars and Ninety Four Cents ($108,429.94), pro-rated for any partial months and subject to any reconciliations set forth below. The County shall pay Company on or before the 15th day of the month during the applicable month of service. This compensation level assumes a maximum inmate population of 500. The County hereby agrees to compensate the Company in the amount of One Dollar and Thirty-Seven Cents ($1.37) per inmate per day when the daily inmate census exceeds 500, as identified on Exhibit B to the Agreement.

5. **AMENDMENT TO EXHIBIT A OF THE AGREEMENT.** The Agreement shall be amended by replacing the existing Exhibit A with Exhibit A1, which is attached hereto and incorporated herein by this reference.

6. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

7. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

8. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

**Rockdale County, Georgia**

**Board of Commissioners**

By: [Signature]

Richard A. Oden, Chairman

**Correct Care Solutions, LLC**

By: [Signature]

Chris Bove, President

Signatures continued to next page
Signatures continued from previous page

Rockdale County, Georgia
Board of Commissioners

Attest:

By: [Signature]
Jennifer O. Rutledge, County Clerk

Approved as to form:

By: [Signature]
M. Qader A. Bui, County Attorney

Correct Care Solutions, LLC
Witness:
# Exhibit A1

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*May substitute (1) hour of physician/psychiatrist time for (2) hours of mid-level practitioner time, as necessary and with client approval.*
**Board of Commissioners**

**Agenda Item Transmittal Form**

**Procurement/Contract Transmittal Form**

<table>
<thead>
<tr>
<th>Type of contract: □ 1 year □ Multi-year □ Single Event □</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
</tr>
</tbody>
</table>

**CC Use Only**

**Contract #: C-2015-75-C02**

<table>
<thead>
<tr>
<th>□ Submission Information</th>
<th>□ Vendor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Name:</strong> Major Mike Kinclin</td>
<td><strong>Vendor Name:</strong> Correct Care Solutions</td>
</tr>
<tr>
<td><strong>Department:</strong> Sheriff's Office</td>
<td></td>
</tr>
<tr>
<td><strong>Project Title:</strong> Inmate Healthcare</td>
<td></td>
</tr>
<tr>
<td><strong>Funding Account Number:</strong> 100-3326-521200-30</td>
<td><strong>Address:</strong> 1283 Murfreesboro Road Suite 500</td>
</tr>
<tr>
<td></td>
<td><strong>Address:</strong> Nashville, TN 37217</td>
</tr>
<tr>
<td><strong>Contract amount:</strong> $1,327,182.48 Annually</td>
<td><strong>Email:</strong> <a href="mailto:BKissel@correctcaresolutions.com">BKissel@correctcaresolutions.com</a></td>
</tr>
<tr>
<td><strong>Contract Type:</strong> Goods ( ) Services (X) Labor ( )</td>
<td><strong>Phone #:</strong> 800-592-2974</td>
</tr>
<tr>
<td><strong>Contract Action:</strong> New ( ) Renewal (X) Change Order ( )</td>
<td><strong>Contact:</strong> Bill Kissel</td>
</tr>
<tr>
<td><strong>Original Contract Number:</strong> 2015-75-C01</td>
<td><strong>Term of contract:</strong> July 28, 2017 - July 27, 2018</td>
</tr>
</tbody>
</table>

**Finance Director Signature**

I have reviewed the attached contract, and the amount is approved for processing.

**Procurement Officer Signature**

I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Date: 1/31/17]</td>
</tr>
</tbody>
</table>

**Summary:**

Department Recommendation is to accept the contract (Health Services agreement renewal) between Rockdale County and Correct Care Solutions to provide Healthcare services and a full time Mental Health Pro to inmates incarcerated at the Rockdale County Jail.

Rockdale County is charged by law with the responsibility of obtaining and providing reasonable and necessary care for inmates or detainees at the Rockdale County Jail. Rockdale County has contracted with Correct Care Solutions for medical services since April 2013.

Rockdale County Wishes to renew this contract with a total increase of 2%
June 20, 2017

Sheriff Eric Levett  
Rockdale County Sheriff’s Office  
911 Chambers Drive  
Conyers, GA 30012

RE: Contract Renewal for Inmate Healthcare Services 2017-2018 – Revised

Dear Sheriff Levett:

I hope this letter finds you well. Correct Care Solutions (CCS) is proud to be a partner with Rockdale County and looks forward to continuing to provide medical care services to the detainees at the Rockdale County Jail for the upcoming year. We appreciate the opportunity to present this revised renewal proposal.

As per Article VI, Section 6.1 of our Agreement, CCS respectfully requests to extend our contract for one additional year from July 28, 2017 – July 27, 2018. Per Article VII, Section 7.1, CCS also requests an increase to the base compensation amount consistent with the percentage increase of the Consumer Price Index (“CPI”) for Wage Earners – South Region for Medical Care Component. While this CPI rate currently stands at 4.2%, CCS agrees to the requested 2.0% increase; therefore, effective July 28, 2017, the revised amount for professional health care services rendered at the Rockdale County Jail shall be increased from $108,429.94 to $110,598.54 per month, or $1,327,182.48 annually, through July 27, 2018.

If the above terms are acceptable, please sign and date below and forward a signed copy to Andrea Knox, Client Services Specialist, at aknox@correctcareolutions.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 Wanda Streeter, Regional Manager for Rockdale County, at 757-775-9727 or you can contact Alex English, Director of Client Services, at 615-324-5758. We greatly appreciate the partnership we have established with Rockdale County and look forward to another successful year working together.

Warm regards.

Bill Kossel, Regional Vice President, Operations

Cc: Major Mike Kinlein  
Wanda Streeter, Regional Manager  
Alex English, Director of Client Services  
Gina Rose, Senior Director of Client Services
SECOND AMENDMENT TO THE HEALTH SERVICES AGREEMENT
(Effective July 28, 2017)

This Second Amendment, effective July 28, 2017 (this “Amendment”), to the Health Services Agreement dated July 28, 2015 (the “Agreement”), is by and between Correct Care Solutions, L.L.C (“CCS”) and Rockdale County, Georgia (the “County”).

WHEREAS, the Parties agree to renew the Agreement in accordance with Section 6.1; and

WHEREAS, the compensation shall be increased 2% in accordance with Section 7.1 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties agree:

1. **REQUITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.

2. **RENEWAL.** The Parties hereby acknowledge and agree that the Agreement shall be renewed for one additional year spanning from July 28, 2017 through July 27, 2018.

3. **AMENDMENT TO SECTION 7.1 OF CONTRACT.** The Agreement shall be amended by deleting the first paragraph of Section 7.1 in its entirety and inserting the following language in lieu thereof:

   7.1 **Base Compensation & Per Diem Compensation.** The base annual amount to be paid by the County to the Company under this Agreement is One Million Three Hundred Twenty-Seven Thousand One Hundred Eighty-Two Dollars and Forty-Eight Cents ($1,327,182.48) for a period of 12 months, payable in 12 equal monthly installments. Each monthly installment shall equal One Hundred Ten Thousand Five Hundred Ninety-Eight Dollars and Fifty-Four Cents ($110,598.54), pro-rated for any partial months and subject to any reconciliations set forth below. This compensation level assumes a maximum inmate populace of 500 inmates. County agrees to compensate Company One Dollar and Thirty-Seven Cents ($1.37) per inmate per day when the daily inmate census exceeds 500.

4. **AMENDMENT TO EXHIBIT A OF THE AGREEMENT.** The Agreement shall be amended by replacing the existing Exhibit A1 with Exhibit A2 attached hereto and incorporated herein.

5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or
unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

6. DEFINITIONS. Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

7. REMAINING PROVISIONS. The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS

By: [Signature]
Name: Oz Nesbitt, Sr.
Title: Chairman of the Board

CORRECT CARE SOLUTIONS, LLC

By: [Signature]
Name: Chris Bove
Title: President, Local Detention

ATTEST:

[Signature]
Jennifer O. Rutledge, County Clerk

[Signature]
M. Omer A. Bely, County Attorney

Approved as to form
Exhibit A2

**STAFFING MATRIX**

<table>
<thead>
<tr>
<th>Position</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
<th>Hrs/Wk</th>
<th>FTE</th>
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<tbody>
<tr>
<td>HSA (Contract Administrator)</td>
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<td></td>
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<tr>
<td>Medical Director</td>
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<td>12</td>
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<td>LPN - Clinic</td>
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<td>12</td>
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<td><strong>346</strong></td>
<td><strong>8.650</strong></td>
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**Night Shift**

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<tr>
<th>Position</th>
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<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
<th>Hrs/Wk</th>
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<td>24</td>
<td>24</td>
<td>24</td>
<td>24</td>
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<td>4.20</td>
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<tr>
<td><strong>Total Hours/FTE – Night</strong></td>
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<td></td>
<td></td>
<td></td>
<td><strong>168</strong></td>
<td><strong>4.20</strong></td>
</tr>
</tbody>
</table>

**Weekly Total**

| Total Hours/FTE |     |     |     |     |     |     |     | **514** | **12.850** |

*May substitute (1) hour of physician/psychiatrist time for (2) hours of mid-level practitioner time, as necessary and with client approval.*
# Board of Commissioners
## Agenda Item Transmittal Form
### Procurement/Contract Transmittal Form

<table>
<thead>
<tr>
<th>Type of contract:</th>
<th>1 year X</th>
<th>Multi-year □</th>
<th>Single Event □</th>
<th>CC Use Only</th>
<th>Contract #: C-2015-75-L03</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Submission Information</th>
<th>Vendor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name: Captain Mike Ransom</td>
<td>Vendor Name: Correct Care Solutions (CCS)</td>
</tr>
<tr>
<td>Department: Sheriff's Office</td>
<td>Address: 1283 Murfreesboro Road Suite 500</td>
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<tr>
<td>Project Title: Inmate Healthcare</td>
<td>Nashville, TN 37217</td>
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<tr>
<td>Funding Account Number:</td>
<td>Address:</td>
</tr>
<tr>
<td>Contract amount: $1,346,426.64</td>
<td>Email: <a href="mailto:akknox@correctcaresolutions.com">akknox@correctcaresolutions.com</a></td>
</tr>
<tr>
<td>Contract Type: Goods ( ) Services (X) Labor ( )</td>
<td>Phone #: 1-800-592-2974</td>
</tr>
<tr>
<td>Contract Action: New ( ) Renewal (X) Change Order (X)</td>
<td>Contact: Andrea Knox</td>
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<tr>
<td>Original Contract Number: 2015-75</td>
<td>Term of contract: 1 year renewal</td>
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<table>
<thead>
<tr>
<th>Finance Director Signature</th>
<th>Procurement Officer Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have reviewed the attached contract, and the amount is approved for processing.</td>
<td>I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.</td>
</tr>
<tr>
<td>Signature: [Sign] Date: 7/19/18</td>
<td>Signature: [Sign] Date: 7/16/18</td>
</tr>
</tbody>
</table>

Department Head/Elected Official Signature: [Signature]

Date: 07/12/2018
THIRD AMENDMENT TO THE HEALTH SERVICES AGREEMENT  
(Effective Date: July 28, 2018)

This Third Amendment, effective July 28, 2018, (this “Amendment”), to the Health Services Agreement dated July 28, 2015 (the “Agreement”), is by and between Correct Care Solutions, LLC (“CCS”) and Rockdale County, Georgia (the “County”).

WHEREAS, the Parties agree to renew the Agreement in accordance with Section 6.1; and

WHEREAS, the compensation shall be increased 1.45% in accordance with Section 7.1 of the Agreement; and.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties agree:

1. RECITALS. The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.

2. RENEWAL. The Parties hereby acknowledge and agree that the Agreement shall be renewed for one additional year spanning from July 28, 2018, through July 27, 2019.

3. AMENDMENT TO SECTION 7.1 OF CONTRACT. The Agreement shall be amended by deleted the first paragraph of Section 7.1 in its entirety and inserting the following language in lieu thereof:

   7.1 Base Compensation & Per Diem Compensation. The annual amount to be paid by the County to the Company under this Agreement is One Million Three Hundred Forty-Six Thousand, Four Hundred Twenty-Six Dollars and Sixty-Four Cents ($1,346,426.64) for a period of twelve (12) months, payable in twelve (12) equal monthly installments. Each monthly installment shall equal One Hundred Twelve Thousand, Two Hundred Two Dollars and Twenty-Two Cents ($112,202.22). pro-rated for any partial months and subject to any reconciliations set forth below. This compensation level assumes a maximum inmate population of 500 inmates. County agrees to compensate Company One Dollar and Thirty-Nine Cents ($1.39) per inmate, per day when the daily inmate census exceeds 500.

4. AMENDMENT TO EXHIBIT A OF THE AGREEMENT. The Agreement shall be amended by replacing the existing Exhibit A2 with Exhibit A3 attached hereto and incorporated herein.

5. SEVERABILITY. If any terms of provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable shall
not be affected thereby and each term and provisions of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

6. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

7. **REMAINING PROVISIONS.** The remaining provisions of this Agreement not amended by this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF,** the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute same.

**Correct Care Solutions, LLC**

By [Signature]
Brad Dunbar, Executive VP
Local Detentions Division

Witness

By [Signature]
Omar Mossaffati, Contracts Attorney

**Rockdale County, Georgia**

**Board of Commissioners**

By [Signature]
Osborn Nesbitt, Sr., Chairman

Attest:

By [Signature]
Jennifer Rutledge, County Clerk

Approved as to form:

By [Signature]
M. Qader A. Baig, County Attorney
EXHIBIT A3

Sheriff Eric Levett
Rockdale County Sheriff’s Office
911 Chambers Drive
Conyers, GA 30012


Dear Sheriff Levett:

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

As per Section 6.1 of our amended Agreement, CCS respectfully requests to extend our contract for the third of six additional one-year renewal periods beginning July 28, 2018 – July 27, 2019.

Per discussion with Lieutenant Pass, CCS agrees to reduce our annual increase request to 1.45% from 2.1% as requested in our letter dated May 10, 2018 previously submitted to the County. This revises the amount for professional health care services rendered at the Rockdale County Jail from $110,598.54 to $112,202.22 per month, $1,346,426.64 annually. The per diem rate shall increase from $1.37 to $1.39.

CCS is also proposing in this extension an addition of 40 hours per week (1.0 FTE) of Certified Medical Assistant (CMA) coverage on day and evening shift. Rockdale County, like the rest of the country, is seeing an arrestee population with health issues that are exacerbated by substance abuse, serious mental illness, and/or the lack of outside medical care. This higher level of acuity has led to an increased work load on the nursing staff that are currently performing their nursing duties, as well as duties that the CMA could perform: blood pressure checks, diabetic blood level checks, wound care, etc. The addition of the CMA would provide the much needed support that our current staff requires to effectively treat the needs of a sicker population.

Application of the annual increase and the staffing enhancement to the current monthly compensation revises the amount for professional medical care services rendered at the Rockdale County Jail as shown below in Option 1 for renewal year 2018-2019:

Option 1: ☐

<table>
<thead>
<tr>
<th>Annual Compensation Increase + CMA Enhancement</th>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Compensation</td>
<td>$110,598.54</td>
<td>$1,327,182.48</td>
</tr>
<tr>
<td>Annual Increase @ 1.45%</td>
<td>$1,603.68</td>
<td>$19,244.16</td>
</tr>
<tr>
<td>Additional 40 hours per week (1.0 FTE) of CMA</td>
<td>$4,238.08</td>
<td>$50,857.00</td>
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<tr>
<td>Total Compensation for 7/28/2018 - 7/27/2019</td>
<td>$116,440.30</td>
<td>$1,397,283.64</td>
</tr>
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</table>
Option 2 applies only the 1.45% annual increase for renewal year 2018-2019:

Option 2: ☑

<table>
<thead>
<tr>
<th>Annual Compensation Increase</th>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Compensation</td>
<td>$110,598.54</td>
<td>$1,327,182.48</td>
</tr>
<tr>
<td>Annual Increase @ 1.45%</td>
<td>$1,603.68</td>
<td>$19,244.16</td>
</tr>
<tr>
<td><strong>Total Compensation for 7/28/2018 - 7/27/2019</strong></td>
<td><strong>$112,202.22</strong></td>
<td><strong>$1,346,426.64</strong></td>
</tr>
</tbody>
</table>

We appreciate the opportunity to present this updated proposal. To affirm moving forward, please indicate above which option the County accepts, sign below, and email to Andrea Knox, Client Services Specialist, at akknox@correctcaresolutions.com. Upon receipt of the signed proposal, our Legal Department will begin drafting a formal contract amendment for signature.

Please do not hesitate to contact Wanda Streeter, Regional Vice President for Rockdale County, at 757-775-9727 or Alex English, Director of Client Services, at 615-324-5758 with any questions. We greatly appreciate the partnership we have established with Rockdale County and look forward to another successful year working together.

Warm regards,

Bill Kissel
Senior Regional Vice President

Cc: Captain Nicki Weathersby
    Wanda Streeter, Regional Vice President
    Alex English, Director of Client Services
    Gina Rose, Senior Director of Client Services

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

See Amendment

Authorized Rockdale County Representative               Date Signed

Print Name                                              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: ______*
### Board of Commissioners
**Agenda Item Transmittal Form**

**Procurement/Contract Transmittal Form**

<table>
<thead>
<tr>
<th>Type of contract:</th>
<th>1 year ☐ Multi-year ☐ Single Event ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submission Information</td>
<td>☐</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Captain Matt Wolfe</td>
</tr>
<tr>
<td>Department:</td>
<td>Sheriff's Office</td>
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<td>Project Title:</td>
<td>Inmate Healthcare</td>
</tr>
<tr>
<td>Funding Account Number:</td>
<td>100-3326-521200-30</td>
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</table>

### Vendor Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Wellpath (Correct Care Solution)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1283 Murfreesboro Road Suite 500 Nashville, TN 37217</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:AKKnox@Wellpath.us">AKKnox@Wellpath.us</a></td>
</tr>
<tr>
<td>Phone #:</td>
<td>615-815-2771</td>
</tr>
<tr>
<td>Contact:</td>
<td>Andrea Knox</td>
</tr>
<tr>
<td>Term of contract:</td>
<td>07/28/2019 – 07/27/2020</td>
</tr>
</tbody>
</table>

### Finance Director Signature

I have reviewed the attached contract, and the amount is approved for processing.

Signature: P. Miller Date: 7-15-19

### Procurement Officer Signature

I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.

Signature: Jima Malone Date: 6/17/19

### Summary:

**Wellpath (Correct Care Solution)**

Rockdale County is charged by law with the responsibility of obtaining and providing reasonable and necessary care for inmates or detainees at the Rockdale County Jail. Rockdale County has contracted with Wellpath (Formally Correct Care Solution) for medical services since April 2013.

RCSO’s recommendation is to accept the contract between Rockdale County and Wellpath to provide healthcare services and mental health professionals to inmates incarcerated at the Rockdale County Jail. RCSO wishes to renew this contract with a 1% increase to base compensation.

### Department Head/Elected Official Signature:

[Signature]

Date: 6/17/19
FOURTH AMENDMENT TO THE HEALTH SERVICES AGREEMENT
(Effective July 1, 2019)

This Fourth Amendment, effective July 1, 2019 (this "Amendment"), to the Health Services Agreement, dated July 28, 2015 (the "Agreement"), is by and between Wellpath LLC f/k/a Correct Care Solutions, LLC ("Wellpath") and Rockdale County, Georgia (the "County").

WHEREAS, Correct Care Solutions, LLC formally changed its entity name to Wellpath LLC; and

WHEREAS, the Parties agree to renew the Agreement in accordance with Section 6.1; and

WHEREAS, the compensation and per diem rate shall be increased pursuant to the applicable Consumer Price Index ("CPI") according to Section 7.1 of the Agreement; and

WHEREAS, the Parties agree to adjust the staffing matrix; and

WHEREAS, in accordance with Section 9.4, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties agree:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.

2. **RENEWAL.** The Parties hereby acknowledge and agree that the Agreement shall be renewed for one additional year spanning from July 28, 2019 through July 27, 2020.

3. **AMENDMENT TO THE AGREEMENT.** All references to Correct Care Solutions, LLC shall be replaced with "Wellpath LLC".

4. **AMENDMENT TO SECTION 7.1 OF CONTRACT.** The Agreement shall be amended by deleting the first paragraph of Section 7.1 in its entirety and inserting the following language in lieu thereof:

   7.1 **Base Compensation & Per Diem Compensation.** For the term July 1, 2019 through July 27, 2019, the monthly installment shall equal One Hundred Thirty Seven Thousand Nine Hundred Fifty Two Dollars and Twenty Two Cents ($137,952.22), pro-rated for any partial months and subject to any reconciliations set forth below. This compensation level assumes a maximum inmate population of 500 inmates. County agrees to compensate Company One Dollar and Thirty Nine Cents ($1.39) per inmate per day when the daily inmate census exceeds 500.
Beginning July 28, 2019, the base annual amount to be paid by the County to the Company under this Agreement is One Million Six Hundred Sixty Eight Thousand Eight Hundred Ninety Dollars and Eighty Eight Cents ($1,668,890.88) for a period of 12 months, payable in 12 equal monthly installments. Each monthly installment shall equal One Hundred Thirty Nine Thousand Seventy Four Dollars and Twenty Four Cents ($139,074.24), pro-rated for any partial months and subject to any reconciliations set forth below. This compensation level assumes a maximum inmate population of 500 inmates. County agrees to compensate Company One Dollar and Forty Cents ($1.40) per inmate per day when the daily inmate census exceeds 500.

5. AMENDMENT TO EXHIBIT A2 OF THE AGREEMENT. The parties agree that Exhibit A2 attached hereto and incorporated herein shall be effective July 1, 2019, and shall replace all prior staffing matrices and staffing plans to the Agreement. The parties further acknowledge and agree that the Third Amendment to the Agreement, effective July 28, 2018, did not amend the Staffing Matrix and that no Exhibit A3 was attached to the Agreement so that Section 4 of the Third Amendment to the Agreement shall be deleted in its entirety and void and of no force or effect.

6. SEVERABILITY. If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

7. DEFINITIONS. Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

8. REMAINING PROVISIONS. The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS

By: [Signature]
Name: Osborn Nesbit, Jr.
Title: Chairman of the Board

WELLPATH LLC

By: [Signature]
Name: Cindy Watson
Title: President Local Government Health
"SIGNATURES CONTINUED FROM PREVIOUS PAGE"

ATTEST:

Jennifer O. Rutledge, County Clerk

APPROVED AS TO FORM:

M. Caster A. Baig, County Attorney
# Exhibit A2

## STAFFING MATRIX

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Days</th>
<th>Effective July 1, 2019</th>
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<tbody>
<tr>
<td></td>
<td>Mon</td>
<td>Tues</td>
</tr>
<tr>
<td>HSA (Contract Administrator)</td>
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<tr>
<td>Medical Director</td>
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<td>4</td>
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<tr>
<td>PA/NP</td>
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<td>6</td>
</tr>
<tr>
<td>Administrative Assistant</td>
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</tr>
<tr>
<td>RN - Clinic</td>
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<tr>
<td>LPN - Clinic</td>
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<tr>
<td>LPN - Infirmary</td>
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<td>8</td>
</tr>
<tr>
<td>Dentist</td>
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<tr>
<td>Psychiatrist*</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td></td>
</tr>
</tbody>
</table>

### Evenings

| LPN                           | 24  | 24   | 24  | 24    | 24  | 24  | 24  | 168  | 4.20 |
| LPN - Infirmary               | 4   | 4    | 2   | 2     | 4   | 4   | 4   | 24   | 0.60 |
| **Subtotal**                  | 192 |      |     |       |     |     |     | 4.800 |  |

### Nights

| LPN - Infirmary               | 12  | 12   | 8   | 8     | 12  | 12  | 12  | 76   | 1.90 |
| **Subtotal**                  | 76  |      |     |       |     |     |     | 1.90  |  |
| **TOTAL**                     | 670 |      |     |       |     |     |     | 16.750 |  |

*May substitute (1) hour of physician/psychiatrist time for (2) hours of mid-level practitioner time, as necessary and with client approval.