

FORSYTH COUNTY

BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: MAY 21, 2020

AGENDA ITEM NUMBER: 11

SUBJECT:

RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL OF THE INMATE HEALTH CARE AGREEMENT FOR THE FORSYTH COUNTY LAW ENFORCEMENT DETENTION CENTER (FORSYTH COUNTY SHERIFF'S OFFICE)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

On July 10, 2017, the Forsyth County Board of Commissioners adopted a Resolution Awarding a three-year contract to Wellpath LLC (formerly Correct Care Solutions, LLC) for Inmate Health Care Delivery Services. The initial three-year term began September 1, 2017, and ends August 31, 2020. Per the terms of the agreement, the contract can be extended for additional one-year increments up to three times.

The attached Resolution approves the execution of a renewal of the Agreement to extend the term of the Contract for the first one (1) year term ending August 31, 2021, and to amend certain services provided. The provisions of this are as follows:

1. Extends the term for the first additional one (1) year term beginning September 1, 2020, and ending August 31, 2021.
2. Increases the contract cost by 3.0% for the operation and management of the on-site health clinic, as well as to third-party administration costs for off-site medical claims.
3. Revises the staffing plan to add one (1) additional mental health professional that will work after hours and weekends at an additional cost of \$92,408; this position is funded with Behavioral Health Maintenance of Effort Funds.
4. Revises the staffing plan to add one (1) additional licensed practical nurse that will work night shifts plus weekends at an additional cost of \$119,141; this position is funded equally by the vendor and County.
5. Revises the staffing plan by re-naming the pharmacy technician position to a lead medicine technician.
6. As per the recommendation of the Forsyth County Public Health Department and the Clinic Nurse Monitor for Jail Health, the sampling methodology for assessing performance (key clinic indicators) is revised to improve accuracy and the non-compliance financial penalties are tripled.
7. Establishes a do-not-exceed amounts for variable per diem expenditures. As per the terms of the agreement, additional per diem expenses are charged with the average daily inmate

**RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL OF THE INMATE
HEALTH CARE AGREEMENT FOR THE FORSYTH COUNTY
LAW ENFORCEMENT DETENTION CENTER
(FORSYTH COUNTY SHERIFF'S OFFICE)**

WHEREAS on July 10, 2017, the Forsyth County Board of Commissioners adopted a Resolution awarding a three-year agreement with three, optional one-year extensions for inmate health care services beginning September 1, 2017, and ending August 31, 2020, to Wellpath LLC (formerly Correct Care Solutions, LLC);

WHEREAS the Sheriff's Office desires to enter into a renewal of the Agreement to extend the term of the Contract for the first additional one (1) year term ending August 31, 2021, and to amend certain services provided;

WHEREAS pursuant to Section 6 of the Agreement, payment for current on-site services will increase 3.0% for the one (1) year term beginning September 1, 2020, and ending August 31, 2021 (Renewal Term);

WHEREAS the Parties agree to amend the Wellpath's staffing plan as follows: the addition of one full-time mental health professional to work weekends, holidays and after hours at the additional cost of \$92,408, which shall be funded by County Behavioral Health Maintenance of Effort funds; the re-titling of the pharmacy technician position to a lead medicine technician; and the addition of one full-time licensed practical nurse, with the County paying \$59,570, one-half of the cost of the nurse, which will increase the on-site cost to \$4,263,236;

WHEREAS off-site medical expenses are shared between the parties, and the fixed off-site medical costs to the County will be \$546,363, and it is estimated that variable off-site medical claims to be invoiced to the County shall not exceed \$720,000;

WHEREAS variable average inmate daily population per diem expenditures for population over 751 shall not exceed \$55,200 for the Renewal Term;

WHEREAS following the recommendation of the Forsyth County Department of Public Health, the Parties agree to revise the sampling methodology for the key clinic indicator performance corrective action fees, and the non-compliance financial penalties are tripled; and

WHEREAS the Sheriff's Office recommends that the County renew the Agreement as set forth herein, with payment not to exceed \$5,584,799 to Wellpath LLC to provide such services during the Renewal Term;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, a renewal of the agreement, which renewal shall be substantially in the same form as the renewal agreement attached hereto, for inmate health care services with Wellpath LLC in an amount not to exceed \$5,584,799 to provide the services during the annual period ending August 31, 2021, 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.

Adopted this the 21st day of May 2020.

NORTH CAROLINA

**FIRST RENEWAL AND THIRD AMENDMENT
TO AGREEMENT**

FORSYTH COUNTY

THE AGREEMENT, made and effective September 1, 2017, by and between Forsyth County, North Carolina (the “County”), and Wellpath, LLC, formerly Correct Care Solutions, LLC (the “Provider”), amended effective May 1, 2019, and amended effective May 1, 2020, is hereby amended, effective September 1, 2020, by the County on behalf of the Forsyth County Sheriff’s Office (the “Sheriff’s Office) and The Provider as follows:

WITNESSETH

WHEREAS, the contract, by mutual agreement may be extended for up to three (3) additional terms of one (1) year ending August 31, 2023; and,

WHEREAS, the Parties now desire to enter into this Second Amendment to extend the term of the Contract for the first additional one (1) year term ending August 31, 2021.

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 Renewal shall be from September 1, 2020, through August 31, 2021, which is Year 4 of the Agreement.
2. Pursuant to Section 6, the parties agree to a contract increase of 3.0%. As such, and including additional costs set forth in Exhibit 4 herein, Sections 2(a)(i), “On-Site Costs” shall be amended to add:

YEAR 4 - \$4,263,236.00

Sections 2(a)(ii) and 2(a)(iii) of the Contract shall be deleted and the following language shall be inserted in lieu thereof:

- ii. Third Party Administrative Costs & Local Health Care Provider Charges (Off-Site Inmate Medical Services) where the Provider and the County will share all medical expenses related to Off-Site Inmate Healthcare at a rate of 50% Provider responsibility and 50% County Responsibility with a contract cost to the County for this sharing arrangement of \$546,363 for the period 09/01/20 through 08/31/21 plus 50% of all costs associated with off-site inmate healthcare up to \$720,000 for the period 09/01/20 through 08/31/21, unless this Agreement is amended in writing by the County Manager, which amendment will not be unreasonably withheld.

- iii. For the period 09/01/20 through 08/31/21, the Per Diem Rate for population exceeding 751 during a one month period shall be \$1.53 per inmate. Notwithstanding the foregoing, the aggregate Per Diem amount for the inmate population in excess of 751 per month in any twelve-month period shall not exceed \$55,200 unless this Agreement is amended in writing by the County Manager, which amendment will not be unreasonably withheld.

Should the ADP exceed 825 for more than three consecutive months or fall below 625 for three consecutive months, the Parties will renegotiate the Per Diem rates and this Agreement shall be amended in writing by the County Manager, which amendment will not be unreasonably withheld.

- 3. Exhibit 3 – Performance Expectations of the Contract shall be deleted and the following language shall be inserted in lieu thereof:

The County may assess performance fees in the event CCS fails to perform the particular services as outlined below. Prior to the imposition of fees under this Exhibit, the County shall issue specific written notification of failure to achieve the Minimum Score on any Key Clinical Indicator (“KCI”). CCS shall implement a Corrective Action Plan and have 30 days to cure following receipt of written notice (the “Corrective Action Plan Period”). In the event such deficiency is not cured within the Corrective Action Plan Period, the County, in its discretion, may impose fees as further set forth below:

KEY CLINICAL INDICATOR	AUDIT CRITERIA				
	Review Frequency	Minimum Score	Penalty Amount Per Occurrence		
			80-89%	70-79%	Below 70%
1. Receiving Screening	<i>Monthly</i>	90%	\$300	\$450	\$600
2. Health Assessments-- Initial	<i>Monthly</i>	90%	\$300	\$450	\$600
3. Sick Call	<i>Monthly</i>	90%	\$300	\$450	\$600
4. Laboratory	<i>Monthly</i>	90%	\$300	\$450	\$600
5. CIWA/COWS Protocols	<i>Monthly</i>	90%	\$300	\$450	\$600
6. Medication Administration Records	<i>Monthly</i>	90%	\$300	\$450	\$600

KEY CLINICAL INDICATOR	AUDIT CRITERIA				
	Review Frequency	Minimum Score	Penalty Amount Per Occurrence		
			80-89%	70-79%	Below 70%
7. Initiation of Essential Medication	Monthly	90%	\$300	\$450	\$600
8. Controlled Substance Log	Monthly	90%	\$300	\$450	\$600
9. Segregation Rounds	Monthly	90%	\$300	\$450	\$600
10. Continuity and Coordination of Care During Incarceration	Monthly	90%	\$300	\$450	\$600
11. Medication Services	Monthly	90%	\$300	\$450	\$600

General Notes

- A. The Provider will review a minimum of thirty (30) of the activity in each Key Clinical Indicator (KCI) area for Scoring in accordance with its own Quality Improvement Standards in order to assess compliance with KCIs. If there are not a minimum of thirty of an activity to review, the Provider will review as many as are available during the reporting period. If the Provider will be reviewing less than 30 of an activity, they will notify the County prior to the review date with their rationale for doing so.
- B. Audits shall begin for services upon the Effective Date of the Agreement.
- C. Following the Corrective Action Plan Period, Penalties may be assessed based on occurrence if scoring falls below the acceptable threshold for the month being reported. No Penalties shall be assessed for the Corrective Action Plan Period.

4. Exhibit 4, the staffing plan, is hereby deleted and the following shall be inserted in lieu thereof:

Wellpath									
Forsyth NC									
Position	MON	TUE	WED	THU	FRI	SAT	SUN	Hrs/WK	FTE
DAY SHIFT									
Health Services Administrator*	8	8	8	8	8			40.00	1.00
Director of Nursing	8	8	8	8	8			40.00	1.00
Physician*	4	4	4	4	4			20.00	0.50
Nurse Practitioner*	8	8	8	8	8			40.00	1.00
Administrative Assistant	8	8	8	8	8			40.00	1.00
RN	8	8	8	8	8	7	7	54.00	1.35
LPN	24	24	16	24	24	24	24	160.00	4.00
CMA	24	24	24	24	24	16	16	152.00	3.80
Lead Medicine Technician	8	8	8	8	8			40.00	1.00
Medical Records Clerk	16	16	16	16	16			80.00	2.00
Dentist		5			5			10.00	0.25
Dental Assistant		5			5			10.00	0.25
Psychiatrist*	6			6				12.00	0.30
Mental Health Professional*	16	16	16	16	16			80.00	2.00
Sub-Totals:								778.00	19.45
EVENING SHIFT									
RN	16	16	16	16	8	8	8	88.00	2.20
LPN	16	16	16	16	16	16	16	112.00	2.80
CMA	16	16	16	16	16	16	16	112.00	2.80
Mental Health Professional*	8			8	8	8	8	40.00	1.00
Sub-Totals:								352.00	8.80
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.00	1.40
LPN	16	16	16	16	16	16	16	112.00	2.80
CMA	16	16	16	16	16	16	16	112.00	2.80
Sub-Totals:								280.00	7.00
Total Hours/FTEs								1,410.00	35.25

*On Call

Note: Specific days may vary

- i. An additional Mental Health Professional shall be added at an additional cost of \$92,408 which is included in the On-Site Cost Year 4, outlined in Section 2 above. This position shall provide coverage after hours, weekends and holidays.
- ii. An additional Licensed Practical Nurse (LPN) shall be added to work night shifts to include Fridays and Saturdays. The cost of this position is \$119,141, and said cost shall be shared equally between the Provider and County. The County share shall be \$59,570 and

this amount is included in the On-Site Cost Year 4, outlined in Section 2 above.

- iii. The Pharmacy Technician position title shall be changed to Lead Medicine Technician.

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

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____
Bobby F. Kimbrough, Jr, Sheriff

Date: _____

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

PROVIDER: Wellpath, LLC

(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____