



9505 Statesville Road
 Suite 4193
 Charlotte, NC 28269
 Phone: (484) 339 – 3369











Rutherford County Sheriff's Office
 Attn: Sheriff Aaron Ellenburg
 198 North Washington Street
 Rutherfordton, NC 28139

May 31st, 2023

INMATE MEDICAL SERVICES PROPOSAL

Dear Sheriff Ellenburg,

We are pleased to present this proposal summary and contract package in conjunction with a yearly renewal to continue to provide inmate medical services at the Rutherford County Jail. As you know, IMS is headquartered in North Carolina with a sole and dedicated focus on growing our business in our home state. This means your service level will be high quality, responsive and physically present to meet your needs. We pride ourselves on best-in-class customer service and the quality of healthcare we provide to inmates – this is all driven by our ability to be on-site, including our Chief Medical Officer and other members of our clinical care management team. Our core medical services are:

CORE SERVICES			
Intake and Booking Assessment			Routine Primary Care and Urgent Care Services
Triage and Sick Call			Suicide Prevention and Intervention
Substance Abuse and Detox Programs			Patient Health Education Programs
Jail Staff Training			HIPAA Compliant Telehealth Service
Pharmaceutical Supply Management			Continuity and Discharge Planning

Based on our review of our current contract to provide inmate medical services, we are requesting an increase to the fee for Service of \$1,000.00 per month, bringing the monthly total to \$21,000.00, and the yearly total to \$252,000.00. This 5% increase is aimed at offsetting cost of living expense increases that have been caused by the inflationary environment present over the course of the past year.

Description	Fee
FY 2022-2023 Contract	\$240,000.00 / Year
<i>Requested Increase</i>	+ 5.00%
FY 2023-2024 Renewal	\$252,000.00 / Year

In the case of this proposal, total costs encompass Medical Services rendered by IMS only, and do not include coverage or cost sharing for any pharmaceutical costs, supplies, or other outside medical fees. As always, we are more than happy to discuss your needs in regard to inmate medical services at your facility and provide additional service level option if necessary.

Separate from the costs for inmate medical services shown above is pricing for CorrecTek electronic medical records software currently in process to launch at the Rutherford County Jail. The pricing breakdown is included below, and once implementation is complete, will be paid via the monthly IMS invoice for service.



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Description	Fee	Term
Monthly Software Lease + "Advantage" Plan	\$1,100	Paid Monthly
Software Hosting Services	\$60/user	Paid Monthly

We are excited to be continuing our relationship with Rutherford County to provide inmate medical services and we look forward to your feedback on our proposal and renewal contract. If you have any questions regarding this proposal summary or renewal contract package, please do not hesitate to reach out to either Dr. Piland or Josh Welk via email or phone.

Sincerely,

Dr. Jay Piland
Chief Medical Officer
jav.h.piland@imscorrectional.com
(828) 850 - 0755

Josh Welk
President
josh.t.welk@imscorrectional.com
(484) 339 - 3369



Renewal Agreement for Inmate Medical Services

THIS RENEWAL AGREEMENT, made this 3 day of July, 2023, by and between **RUTHERFORD COUNTY**, a body politic and corporate of the State of North Carolina (hereinafter “County”), **INSTITUTIONAL MEDICAL SERVICES, PLLC** (hereinafter “Clinical Services Provider”) a North Carolina Professional Limited Liability Company, and **IMS CORRECTIONAL HEALTHCARE, LLC**, a Delaware Limited Liability Company registered to conduct business in North Carolina (hereinafter “Management Services Company”);

WHEREAS, Service Provider is currently providing a comprehensive healthcare delivery system as set forth in the Agreement for Inmate Medical Services dated as of July 1, 2020, by and between County, Clinical Services Provider, and Management Services Company;

WHEREAS, County and Service Provider mutually desire to review and extend service agreement for a period of twelve (12) months under the terms outlined below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Services.** The Clinical Services Provider will be responsible for all clinical decision-making, clinical oversight of the medical staff, and provision of medical care/treatment at the Jail. Medical staff can include Registered Nurses (RNs), Licensed Practical Nurses (LPNs), Certified Medical Assistants (CMAs), Certified Nursing Assistants (CNAs), and/or Medical Technicians. The Clinical Services Provider will provide 8 clinical hours of on-site coverage per day, 7 days per week. Medical on-call will be provided 24 hours a day. Services shall include medical personnel exclusively setting up and administering all medications 7 days each week, doing medical screenings and sick call daily, all DNA testing (blood draws and swabs), and all other medically related tasks (i.e. record filing, ordering meds and supplies, etc.).

At the written request of the County, Clinical Services Provider and Management Services Company agree to discuss, in good faith, any desired changes to the onsite clinical hour schedule described above, as well as any potential changes to medical care, staffing protocols, and total cost that may be of consequence as a result.

2. **Emergencies.** Non-emergency cases will be seen at the Jail. In the event Clinical Services Provider determines that emergency services are needed, 911 shall be contacted. Jail will be responsible for coordinating transportation for the inmate. Clinical Services Provider will review all non-emergency cases involving “High Risk Transports” at the Jail prior to transporting.
3. **Medical Director.** Clinical Services Provider, in conjunction with Management Services Company, shall designate a Medical Director, who shall be in charge of the performance of this Agreement by the Clinical Services Provider. The Medical Director will direct the medical program at the Jail with the assistance of his or her partners and nurses provided by Clinical Services Provider and Management Services Company. The Medical Director

or his designee will be available 24 hours per day for telephone consultation with the nurse(s), jail administrator or designee, detention officers, or emergency medical services personnel, regarding medical care for inmates. The Clinical Services Provider, in conjunction with the Management Services Company, certifies that the Medical Director is licensed to practice medicine in the State of North Carolina, is in good standing in all respects regarding his licensure and certification and has the requisite skills and expertise to perform the duties set forth herein.

By signing this Agreement, County acknowledges and agrees that Management Services Company is not a professional medical provider and will not be directly providing medical services under the Agreement. Only Clinical Services Provider, and the appropriately licensed Medical Director, being charged with oversight of medical staff, shall be responsible for the provision of medical or other clinical services, maintaining associated licensure/qualifications, and any other related medical or clinical decision-making or oversight per North Carolina Corporate Practice of Medicine guidelines and follow all state and federal laws and regulations as it relates to the treatment of inmates at jails.

4. **Medication.** Clinical Services Provider will write orders for prescription and non-prescription medication, instructions for dispensing such medication, and make recommendations for treatment of inmates.
5. Clinical Services Provider will develop protocol for Medical Director's approval on all non-emergency referrals requiring outside physician and jail transportation.
6. County will pay Management Services Company, on behalf of Clinical Services Provider, the sum of \$21,000.00 per month (\$252,000.00 per year) for the Services rendered. Management Services Company will submit any invoice on the first day of each month for the current month's Services, and the County shall pay the invoice within 15 days of receiving the invoice.

It should be noted that costs described in this Agreement encompass Services rendered by the Clinical Services Provider only, and do not include coverage or cost sharing for any supplies, equipment, pharmaceutical costs or outside medical fees. Please see Addendum A attached which describes the electronic medical records service provided by CorrecTek and associated fees. Upon implementation, monthly fees for CorrecTek electronic medical records will be included on the monthly invoice submitted to the County by Management Services Company, in addition to the fee for service described in the first paragraph of this section 6 and remitted to the service provider by Management Services Company.

7. **Indemnification.** Clinical Services Provider and Management Services Company will, jointly and severally, indemnify and hold County harmless from and against any liability, losses, damages, settlements, costs and attorney's fees, arising out of this Agreement or the performance thereof, or for death, personal injury or property damage arising out of Services performed hereunder.

8. **Insurance.** Clinical Services Provider shall carry and maintain throughout the full term of this Agreement, or any extension hereof, at Clinical Services Provider's sole expense, insurance covering just the obligations or acts of Clinical Services Provider under this Agreement, including specifically medical malpractice insurance with a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in aggregate; workers compensation insurance in accordance with statutory requirements, with a limit of \$500,000 per occurrence; and general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in aggregate. A certificate of such insurance shall be furnished to the County upon request. Clinical Services Provider shall give County thirty (30) days written notice prior to cancellation or modification of any such policy. The maintenance of such insurance will not in any manner affect Clinical Services Provider's obligation to indemnify County as described above. Clinical Services Provider agrees that such insurance shall be primary, regardless of any other insurance coverage, which County may procure for its own benefit.

Clinical Services Provider and Management Services Company shall further ensure that Nurses, other employees, or subcontractors of Clinical Services Provider and Management Services Company maintain insurance covering the obligations and acts required by this Agreement, including specifically medical malpractice and general liability insurance. Clinical Services Provider and Management Services Company shall further ensure that Nurses, other employees or subcontractors of Clinical Services Provider and Management Services Company shall be covered by Worker's Compensation insurance as may be required by law. Clinical Services Provider or Management Services Company shall provide County with certificate of insurance coverage for Nurse, other employees or subcontractors of Clinical Services Provider and Management Services Company upon request, and shall give County thirty (30) days written notice prior to cancellation or modification of any such policies Clinical Services Provider and Management Services Company agree that such insurance shall be primary, regardless of any other insurance coverage, which County may procure for its own benefit.

9. **Term.** The term of this Agreement shall commence on July 1, 2023, and continue for a twelve (12) month term thereafter, ending on June 30, 2024. The parties can mutually agree to extend this Agreement for successive twelve (12) month terms after the initial term with expected annual increases for inflation adjusted pricing as mutually agreed upon by all parties. Both County and Management Services Company, in conjunction with Clinical Services Provider, may nonetheless cancel this contract without cause on ninety (90) days written notice to the other party.
10. **Notices.** Any notice to be given hereunder shall be given in writing and delivered personally, or by registered or certified mail, postage prepaid as follows:

To County:

Rutherford County Sheriff's Office
Attn: Sheriff Aaron Ellenburg
198 North Washington Street
Rutherfordton, NC 28139

To Clinical Services Provider: Institutional Medical Services, PLLC
Attn: Dr. John Henry Piland, MD
9805 Statesville Road
Suite #4193
Charlotte, NC 28269

To Management Services Company: IMS Correctional Healthcare, LLC
Attn: Joshua T. Welk
9805 Statesville Road
Suite #4193
Charlotte, NC 28269

11. Clinical Services Provider shall at all times maintain all required certificates and licenses of medical practice, including state licensure, state privilege tax, and any other requirements for the practice of medicine in the State of North Carolina, and provide proof of same upon request to the County. Clinical Services Provider shall further be responsible for ensuring that all employees employed by the Management Services Company to perform services at the Jail maintain all required certificates and licenses relevant to medical or other professional services in the State of North Carolina.
12. **Independent Contractor.** This Agreement does not create any relationship between the County and the Clinical Services Provider or Management Services Company an employee, agent, representative, joint venture or partner of the County for any purpose whatsoever. Clinical Services Provider, in conjunction with Management Services Company, is strictly an independent contractor. Neither Clinical Services Provider nor Management Services Company are authorized to make any contract, agreement, warranty or other representation, express or implied, on behalf of the County. Neither Clinical Services Provider, in conjunction with Management Services Company, nor any employee, agent, or contract of Clinical Services Provider or Management Services Company has an employment status with the County and are not entitled to participate in any benefits extended by County to its own employees, including specifically worker's compensation benefits.

County is interested only in the results to be achieved, but the conduct and control of the work will lie solely with the Clinical Services Provider. All persons employed by the Clinical Services Provider and Management Services Company to perform services hereunder shall be subject to the exclusive and control of the Clinical Services Provider, it being the intention of the parties that Clinical Services Provider and Management Services Company and all employees shall remain independent contractors, not subject to the control of the county.

The Management Services Company, on behalf of the Clinical Services Provider, will be responsible for salary, benefits, and all insurance costs associated with its employees or others performing services on its behalf.

13. Management Services Company, on behalf of Clinical Services Provider shall give immediate written notice to the County of all accidents or claims of any nature arising out of Clinical Services Provider's performance under this Agreement, and shall cooperate fully with County or its representatives in the investigation, handling or prosecution of such claim, subject to the Clinical Services Provider's duties to report to, cooperate with, and keep confidential, matters which he must report to his medical professional liability carrier. By executing this Agreement, Clinical Services Provider authorizes the release of any police, medical, or accident reports to County or its representative. This release will survive the termination of this Agreement.
14. Failure of any party to comply with the provisions of this Agreement shall be deemed a material breach. Upon defaulting party's failure to correct such noncompliance within ten days of receipt of notice of default, the non-breaching party may, at its option, terminate this Agreement. Time is of the essence to the performance of this Agreement.
15. No failure to delay or exercise a remedy hereunder shall constitute a waiver of any such right to remedy as stated herein or under equity or law.
16. Clinical Services Provider and Management Services Company represent that this Agreement is being entered into free from any obligation or claim, either for services or employees, which is contrary to the provisions hereof. This Agreement, or any right hereunder, shall not be assigned by any parties, nor shall any duty hereunder be delegated by any parties, without the express written consent of all parties. Any attempted assignment or delegation without such consent shall be void.
17. Should an adversarial proceeding arise between the parties pursuant to this Agreement, the losing party in any such proceeding shall pay the reasonable expenses, including attorney's fees, of the prevailing party or parties.
18. This Agreement shall be governed by and in accordance with the law of the State of North Carolina. Venue for any adversarial proceeding shall be set in Rutherford County.
19. This Agreement, which includes the Contract Documents, constitutes the entire agreement and understanding between the parties respecting the subjects covered herein and shall not be modified in any respect except in a writing signed by all parties.
20. This Agreement may be executed in multiple counterparts, with each counterpart so executed being deemed an original, however, collectively constituting but a single document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RUTHERFORD COUNTY

By: Aaron Ellenburg

Print Name: Aaron Ellenburg

Print Title: Sheriff

INSTITUTIONAL MEDICAL SERVICES, PLLC

By: John H. Picard

Print Name: John H. Picard, MD

Print Title: Chief Medical Officer

IMS CORRECTIONAL HEALTHCARE, LLC

By: Jackson C. Bennett

Print Name: Jackson C. Bennett

Print Title: Vice President



IMS Correctional Healthcare, LLC
Renewal Agreement for Inmate Medical Services
Addendum A

WHEREAS, this addendum relates to the Medical Services Provision Agreement originally entered into by Institutional Medical Services, PLLC (hereinafter “Clinical Services Provider”), IMS Correctional Healthcare, LLC (hereinafter “Management Services Company”), and the Rutherford County Sheriff’s Office (hereinafter “Customer”) with its principal place of business at 198 North Washington Street, Rutherfordton, NC 28139, originally signed on the 3 day of JULY, 2023 with a commencement date of July 1, 2023.

CorrecTek Spark Software

Management Services Company, in conjunction with Clinical Services Provider, will maintain CorrecTek Spark EMR Software, provided by CorrecTek on a 12-month leased basis. Included in this software are three standard interfaces: Standard Offender Management Interfaces, Standard Pharmacy Interface, Standard Lab Interface.

Charges for Standard Lease

Description	Fee	Term
Monthly Software Lease + “Advantage” Plan	\$1,100	Paid Monthly
Software Hosting Services	\$60/user	Paid Monthly

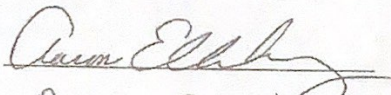
Upon implementation, monthly costs shown above, made up of the Monthly Software Lease and Software Hosting Services, will be in addition to the total fee for Services described in Section 6 of the Agreement for Inmate Medical Services, and included as a separate line on the monthly invoice submitted by Management Services Company. Customer will also be responsible for purchasing any necessary hardware and equipment with no markup from IMS.

By signing this addendum, Customer agrees to continue CorrecTek electronic medical records service and agrees to all terms laid out herein.


[SIGNATURE PAGE FOLLOWS]

This Addendum entered into the _____ day of _____, 2023.

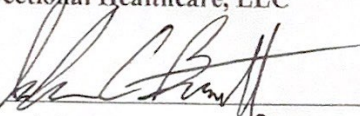
Rutherford County

Signature: 
Print Name: Aaron Ellenburg
Print Title: Sheriff

Institutional Medical Services, PLLC

Signature: 
Print Name: Joseph H. Picard, MD
Print Title: CHIEF MEDICAL OFFICER

IMS Correctional Healthcare, LLC

Signature: 
Print Name: Jackson C. Bennett
Print Title: Vice President