



## REQUEST FOR BOARD ACTION

ITEM NO. 12.

**DATE OF MEETING:** February 21, 2012

**REQUESTED BY:** Carson Smith, Sheriff

**SHORT TITLE:** Resolution Authorizing Execution of Contract: Correctional Behavioral Health for Jail Inmate Mental Health Services.

**BACKGROUND:** Several years ago the State of North Carolina began making the existing bad mental health system in the state even worse. Services that were provided by the state, including mental health screening and consultations for jail inmates were cut and the counties had to pick up the bill. We currently use Coastal Horizons but do not have immediate screening for potentially suicidal patients which causes our staff concern. Also, the Coastal Horizons staff that come on site are not physicians.

Correctional Behavioral Health will provide inmate counseling, with a physician, on a regular basis through the use of video technology that will be set up in the conference room in the jail. They will also provide inmate screening and follow-ups when needed through the same video system. Jail staff contacted four counties in North Carolina that currently use this service and all of the comments were extremely good. The fee for the service is a flat \$1,200 per month and is just slightly higher than our average fee now from Coastal Horizons that is pay-per-service. The jail plans on staying within the current budget.

**SPECIFIC ACTION REQUESTED:** The Board of Commissioners is requested to authorize execution of a contract with Correctional Behavioral Health for jail inmate mental health services.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

the execution of the attached contract between Pender County and Correctional Behavioral Health for jail inmate mental health services is authorized.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS \_\_\_\_\_

YEA VOTES: Brown \_\_\_ Tate \_\_\_ Rivenbark \_\_\_ Ward \_\_\_ Williams \_\_\_

\_\_\_\_\_  
George R. Brown, Chairman      02/21/2012  
Date

\_\_\_\_\_  
ATTEST      02/21/2012  
Date

**PENDER COUNTY  
NORTH CAROLINA**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the \_\_\_\_\_ day of February, 2012 by and between **PENDER COUNTY, NC**, (hereinafter referred to as "**COUNTY**"), party of the first part and **Correctional Behavioral Health** (hereinafter referred to as "**CONTRACTOR**"), whose address is 1304 Broad Street, Durham, NC 27705, party of the second part.

**1. SERVICES TO BE PROVIDED AND AGREED CHARGES**

**CONTRACTOR** hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as "**SERVICES**") pursuant to the provisions and specifications identified in "Attachment 1". **COUNTY** hereby agrees to pay for services as contained in Attachment 1 and pursuant to paragraph "3" of this contract. Attachment 1 is hereby incorporated by reference as if fully set out herein.

**2. TERM OF CONTRACT**

The term of this **CONTRACT** for services is from February 1, 2012 to June 30, 2012. This agreement shall be automatically renewed for additional one (1) year periods annually, unless communication from either party is received.

This contract may be terminated at any time during the term upon thirty (30) days notice by either party without cause. See Section 9. Termination of Agreement

**3. PAYMENT TO CONTRACTOR**

**CONTRACTOR** shall receive from **COUNTY** a sum not to exceed **\$14,400.00 per year (\$6,000 prorated for 5 months)** as full compensation for the provision of services, unless approved by **COUNTY**. **COUNTY** agrees to pay at the rates specified for services, satisfactorily performed, in accordance with this contract. Unless otherwise specified, **CONTRACTOR** shall submit an invoice to **COUNTY** by the end of the month during which services are performed. Payment will be processed promptly upon receipt and approval of the invoice by **COUNTY**.

**4. INDEPENDENT CONTRACTOR**

**COUNTY** and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **COUNTY** for any purpose in the performance of **CONTRACTOR'S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR'S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

**CONTRACTOR**, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

## 5. INSURANCE

**CONTRACTOR** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event **CONTRACTOR** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, **CONTRACTOR** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.

**CONTRACTOR** agrees to furnish **COUNTY** proof of compliance with the insurance coverage requirements of this contract upon request. **CONTRACTOR** upon request by **COUNTY** shall furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **COUNTY** verifying the existence of any insurance coverage required by **COUNTY**. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

## 6. HEALTH AND SAFETY

**CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

## 7. NON-DISCRIMINATION IN EMPLOYMENT

**CONTRACTOR** shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by **COUNTY**, and **CONTRACTOR** may be declared ineligible for further **COUNTY** contracts.

## 8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the State of North Carolina.

## 9. TERMINATION OF AGREEMENT

This contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of

termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Agreement shall terminate immediately if Contractor loses the authority or license to practice in the State or if Contractor's insurance coverage as required under this Agreement is cancelled, terminated or reduced.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

#### **10. SUCCESSORS AND ASSIGNS**

**CONTRACTOR** shall not assign its interest in this contract without the written consent of **COUNTY**. **CONTRACTOR** has no authority to enter into contracts on behalf of **COUNTY**.

#### **11. COMPLIANCE WITH LAWS.**

**CONTRACTOR** represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

#### **12. NOTICES**

All notices which may be required by this contract or any rule of law shall be effective when received by certified mail, regular mail, Federal Express, and/or email notification sent to the following addresses:

**COUNTY:**  
**Pender County Sheriff's Office**  
**104 N. Walker St.**  
**Burgaw, NC 28425**

**CONTRACTOR:**  
**Correctional Behavioral Health**  
**1304 Broad Street**  
**Durham, NC 27705**

#### **13. AUDIT RIGHTS**

For all services being provided under this contract, **COUNTY** shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually

agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

**14. COUNTY NOT RESPONSIBLE FOR EXPENSES**

**COUNTY** shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** unless otherwise agreed in writing.

**15. EQUIPMENT**

**CONTRACTOR** shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

**COUNTY** shall not use the videoconference equipment for purposes other than those specified in this contract and is responsible for safe housing of equipment.

**COUNTY** shall supply a stable, secure network connection that meets both the bandwidth requirements and HIPAA regulations for the videoconference service components. This connection may need to be provided through the Facility IT/Management Department, and therefore Contractor will agree to work with such department to ensure connectivity.

**16. ENTIRE AGREEMENT**

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **COUNTY** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**17. HEADINGS**

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**County of Pender**

**Correctional Behavioral Health**

\_\_\_\_\_  
**County Manager**                      **Date**

\_\_\_\_\_  
**Deron K. Coy, Ph.D.**                      **Date**

## Attachment 1

**CONTRACTOR SHALL PROVIDE** the following mental health services to Pender County, NC, detention center location, at a flat monthly fee of \$1,200.00 which includes providing and maintaining the videoconference equipment. Mental health services will include:

1. Services to be Provided Weekly:
  - a. One scheduled mental health clinic for new patient assessments and mental health follow-up appointments, by videoconference.
  - b. Consultation with detention center nursing staff or MD about those inmates with serious mental illness.
  
2. Services to be Provided as Needed:
  - a. Suicide watch evaluations by **CONTRACTOR** as needed by videoconference. These assessments will be available once every 24 hours, with jail staff to follow the designated protocol to initiate an assessment as specified in 4(b).
  - b. Each suicide watch evaluation will include a recommendation for release from suicide watch, continuation and reevaluation, or more intensive intervention at the conclusion of the assessment. Clinical documentation for the medical record will be faxed to Pender County Jail, medical department within 6 hours of the evaluation.
  
3. Additional Services:
  - a. Yearly training for staff, including detention officers, per request of Jail Administrator or his designee.
  
4. Triggers for Service
  - a. **COUNTY**, by and through its medical staff or detention officers, will place inmates on a mental health list in order to be seen for mental health services. **CONTRACTOR**'s duties under this Agreement shall not trigger until it receives the mental health list from the **COUNTY** which shall be emailed to **CONTRACTOR**. Upon receipt of the mental health list, **CONTRACTOR** will see inmates on list during regularly scheduled time. It shall be the sole responsibility of the **COUNTY** or its designees to ensure inmates who need mental health services are placed on the mental health list for evaluation and treatment.
  - b. In the case of suicide watch evaluations, it shall be the sole responsibility of the **COUNTY** or its designee to notify **CONTRACTOR** of any inmate who needs a suicide watch evaluation. **COUNTY** shall notify **CONTRACTOR** via email or phone call. All inmate's names who are emailed to **CONTRACTOR** by 6:00pm will be assessed the same day. Those inmates referred after 6:00pm will be seen the following day.

## 5. Other Service Terms:

- a. **CONTRACTOR** may be asked to assist in the development of policies and procedures for the Facility and/or COUNTY as they pertain to the responsibility of the **CONTRACTOR**.
- b. Review and support treatment protocols, formularies, and policies/procedures established by the **COUNTY**.
- c. Perform in compliance with national, and local standards for the general delivery of services within the County Jail system.