

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Sheriff's Office

Department contract file name (use effective date): CorrectionalBehavioralHealth_Sheriff_20250918

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Inmate Mental Health Care

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Correctional Behavioral Health

Effective Date: 10/1/2024

Approved by: Commissioners

Date approved by the BOC: 09/16/2024

Ending Date: Click here to enter a date.

Total Amount: \$22,200

Please Return Contract to:

Name: Brandon Haith

Email: Brandon.Haith@chatmansheriff.com

Special Instructions for Clerks

Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: Conor Winn (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No

If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

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**CHATHAM COUNTY
NORTH CAROLINA**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the _____ day of _____, 2024 by and between **CHATHAM 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 July 1, 2024 to June 30, 2025. 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 **\$22,200.00 per year (\$1,850 per month)** as full compensation for the provision of services set forth in paragraph 1, unless additional services and the costs thereof are 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 sums due prior to the effective date of such termination.

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. Contractor shall comply with all HIPPA regulations and shall execute such documents as may be required by County to insure HIPPA compliance.

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:
Chatham County Sheriff's Office
295 West St
Pittsboro, NC 27312

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

Attachment 1

CONTRACTOR SHALL PROVIDE the following mental health services to Chatham County, NC, detention center location, at a flat monthly fee of \$1,850 which includes providing and maintaining the videoconference equipment. Mental health services will include:

1. Services to be Provided Weekly/Monthly:
 - a. One scheduled mental health clinic weekly by mental health clinician 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. Additional Services:
 - a. Yearly training for staff, including detention officers, per request of Jail Administrator or his designee.

3. 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 discussed over the phone/videoconference 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 telephone. All inmate's names who are telephoned in to **CONTRACTOR** by 2:00pm will be assessed by 9:00pm the same day, unless clinically contraindicated or safety issues are relevant.
 - c. **CONTRACTOR**'s duties under this Agreement shall not trigger until it receives the mental health list/suicide watch referral by telephone from the **COUNTY** and detainees can be fully assessed by video conference.

4. Other Service Terms:
 - a. **COUNTY** 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**.

