

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: OCTOBER 4, 2018

AGENDA ITEM NUMBER: 8

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY AND CORRECT CARE SOLUTIONS, LLC, FOR THE PURCHASE OF VIVITROL INJECTIBLES FOR THE DISTRICT ATTORNEY'S TREATMENT ALTERNATIVE (DATA) PROGRAM AT THE FORSYTH COUNTY DETENTION CENTER (BEHAVIORAL HEALTH DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: _____

COUNTY MANAGER

DATE: _____

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
FORSYTH COUNTY AND CORRECT CARE SOLUTIONS LLC FOR THE
PURCHASE OF VIVITROL INJECTIBLES FOR THE DISTRICT ATTORNEY'S
TREATMENT ALTERNATIVE (DATA) PROGRAM AT THE
FORSYTH COUNTY DETENTION CENTER
(BEHAVIORAL HEALTH DEPARTMENT)**

WHEREAS, the Forsyth County District Attorney (DA) has an interest in implementing a diversion program to reduce the jail population for those with substance use issues; and

WHEREAS, Correct Care Solutions, LLC, has agreed to purchase medications for Forsyth County; and

WHEREAS, Forsyth County has agreed to reimburse Correct Care Solutions, LLC, for the medications upon receipt of a detailed invoice at a cost not to exceed \$132,500 for fiscal year 2018-2019;

NOW THEREFORE BE IT RESOLVED by the Forsyth County Board of Commissioners that a contract in an amount not to exceed \$132,500 for the first year is hereby provided to Correct Care Solutions, LLC, for the purchase of Vivitrol injections for the DA's Treatment Alternatives Program.

BE IT RESOLVED that the Chairman or the County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached agreement between Forsyth County and Correct Care, LLC, 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.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute, on behalf of Forsyth County, subsequent contracts or contract amendments with this provider for these services within budgeted appropriations in current and future fiscal years if these services are deemed necessary.

Adopted this 4th day of October 2018.

AGREEMENT

THIS AGREEMENT is made and entered into as of October 1, 2018, by and between Forsyth County, North Carolina, ("the County") and Correct Care Solutions, LLC ("Provider").

WITNESSETH:

For the purposes and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider are defined as follows:

1. Provider shall purchase, for the County, in the number of units approved by the County, Vivitrol to be used in the DA's Treatment Alternatives Deferred Prosecution Program ("the DA's Program") and shall invoice the County for the purchased units. Provider shall use its best efforts to become approved for the discounted, uninsured program rates for Vivitrol.
2. Provider shall administer a Naloxone Challenge to participants approved by the DA's Program and Provider and shall observe participants prior to administering a full Vivitrol injection.
3. Provider shall administer the first injection of Vivitrol to approved participants of the DA's Program at the Forsyth County Detention Center once a determination as to the clinical appropriateness has been made by a Provider-authorized physician or designee. Provider shall notify the County and the DA's Program of each injection it administers.

II.

The services of the Provider shall begin immediately upon contract execution beginning October 1, 2018, and ending no later than June 30, 2018, unless terminated by mutual consent or as hereinafter provided. Either party shall have the right to terminate this agreement upon thirty (30) days written notice to the other party.

This Agreement may be sooner terminated by either party if, after written notice, the other party fails to cure within thirty (30) days the occurrence of any of the following: (i) the party is insolvent or fails generally to pay its debts as they become due; (ii) a proceeding under bankruptcy, reorganization, arrangement of debt or receivership law is filed against the party which proceeding is not dismissed within thirty (30) days of the date of its filing; or (iii) a material violation of any term of this Agreement by the party including, but not limited to, the nonpayment of sums when due.

III.

As full compensation for the services rendered by Provider under this Agreement, the County agrees to pay Provider an amount per unit as set forth in Exhibit A, attached hereto and incorporated herein by reference, which total amount shall not exceed \$132,500 for the fiscal year ending June 30, 2019.

Provider will submit a detailed invoice to the County outlining the number of units purchased, including the cost per unit. In the event that the pricing per unit set forth in Exhibit A changes, Provider shall notify the County of such price change before ordering additional units.

IV.

To the fullest extent permitted by law, the Provider shall defend, indemnify, and hold harmless Forsyth County, its officials, officers, and employees from and against all claims, damages, loss and expenses, including but not limited to reasonable attorney's fees arising out of any act of omission of the Provider or his employees in the execution, performance, or failure to adequately perform the obligations pursuant to this agreement.

Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Provider understands that neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of Provider or the employees of Provider. Provider further understands and agrees that Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed to in writing.

The Provider shall maintain, at its sole expense, such insurance coverage as required by the Forsyth County Risk Manager. The Provider shall maintain, at its sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two-times the required occurrence limit. Such insurance coverage shall:

Include the County, its officials, officers, and employees as additional insured with respect to performance of the Services, except for the negligence or willful misconduct of the Additional Insured(s).

Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees, as to Provider's liability.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for hire, and non-owned automobiles.

C. Workers' Compensation Insurance and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with of not less than \$500,000.00 each accident.

D. Professional Liability Insurance. The Provider shall maintain professional liability insurance or equivalent form with a limit of not less than \$1,000,000.

E. Other Insurance Requirements. The Provider shall:

Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section.

Replace certificates for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until all services are completed.

Place such insurance with insurers authorized to do business in North Carolina and having an A.M. Best Company ratings of not less than A:VII . Any alternatives to this requirement shall require written approval of the County's Risk Manager.

F. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

This Agreement shall be governed by the laws of North Carolina, without regard to its conflicts of law principles. This Agreement represents the entire agreement between the parties and supersedes all prior oral and written proposals, communications and agreements. This Agreement may be modified only by a written instrument signed by the parties hereto.

Any notice required under the terms of this Agreement shall be valid in writing and delivered by hand, one day after deposit with an overnight mail courier, or three days after deposit with the U.S. Mail, certified, return receipt requested.

Provider and any of its Subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify work Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law.

It is the expectation of Forsyth County that the Provider will comply, and the Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting on October 23, 2006.

The Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS 143C-6A-4, nor will Provider utilize on this agreement any subcontractor on such list.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in multiple counterpart copies and by facsimile transmission, as of the date first above written.

PROVIDER:

Correct Care Solutions, LLC

By: _____

Title: _____

Date: _____

ATTEST:

Secretary

(SEAL)

FORSYTH COUNTY:

By: _____
County Manager

Date: _____

ATTEST:

Clerk to the Board

ATTACHMENT A

Cost of Vivitrol Units

Per Pharmaceutical Representative, the cost per unit varies depending on bulk purchasing and whether or not Provider is approved for the uninsured program rates.

1 unit = 1 injection

Initial Uninsured Cost = \$1,007.93 per unit*

Initial Regular price = \$1,178.10 per unit*

*Pricing subject to change

- FY2019 Maximum number of participants (based on initial pricing ,if approved for uninsured pricing) = 131 participants (\$132,500/\$1,007.93 per unit)
- FY2019 Maximum number of participants (based on initial pricing if NOT approved for uninsured pricing) = 112 participants (\$132,500/\$1,178.10 per unit)