**SHELBY COUNTY BOARD OF COMMISSIONERS**
**AGENDA ROUTE SHEET**

Referred to Commission Committee (name) Community Services

For Commission Action on (date) May 11, 2009

CA 097751

**RESOLUTION APPROVING A CONTRACT WITH SOUTHEAST MENTAL HEALTH CENTER IN THE AMOUNT OF $325,000.00 FOR THE PROVISION OF DETOXIFICATION SERVICES, AND AMENDING THE FY 2009 OPERATING BUDGET IN THE AMOUNT OF $108,333.00 FOR THIS PURPOSE. SPONSORED BY COMMISSIONER GEORGE FLINN**

**CHECK ALL THAT APPLY BELOW:**

_____ This Action does NOT require expenditure of funds.

__X__ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $ 325,000.00 : County CIP Funds: $_____

State Grant Funds: $_____: State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

**Originating Department:** Community Services

**APPROVAL:**

| | (Type your name & phone #.) | (Initials) | (Date) |
|---|---|---|---|
| Dept. Head: | | | |
| Elected Official: | | | |
| Division Director: | Dottie Jones 545-4274 | | 04/29/09 |
| CIP – A&F Director: | | | |
| Finance Dept.: | Mike Swift | MAS | 4/29/09 |
| County Attorney: | Felisa N. Cox (URichards 4/29/09) | FNC | 4-30-09 |
| CAO/Mayor: | Jim Huntzicker by Mike Swift | MAS | 4/30/09 |

Summary Sheet

**Description** – This resolution approves a six month contract with Southeast Mental Health Center for the provision of detoxification services to individuals transported by law enforcement agencies. These services were formally provided by contracted services housed at the Regional Medical Center. It is the recommendation of administrators of the MED that these services be housed elsewhere. The space occupied at the MED for these contracted services can be better utilized for other higher acuity needs and the MED will incur savings from the termination of this service requirement. The contracted cost of these services is $325,000.00 for this initial period of the contract. This process has been implemented in order to align identified health resources with needs that otherwise relegated to the Criminal Justice System. In addition to patients transported by law enforcement, individuals can report on their own and be evaluated and triaged to appropriate community resources for detoxification or mental health issues.

## II. Sources and Amount of Funding

Funds are available for transfer from the operating appropriation for the Regional Medical Center for this purpose from account number 010-201201-8978 Regional Medical Center.

## III. Contract Items

A. Type of Contract – Provision of detoxification and mental health intervention and referral services for individuals transported by law enforcement or self presenting.

B. Terms – Six Months beginning May 1, 2009

C. Amount - $325,000.00

**IV. Additional Information Relevant to Approval of this Item –** The administration recommends approval of this resolution.

Item # _____

Commissioner_____

Prepared By: Dottie Jones

Approved By: Felisa N. Cox
County Attorney

**RESOLUTION APPROVING A CONTRACT WITH SOUTHEAST MENTAL HEALTH CENTER IN THE AMOUNT OF $325,000.00 FOR THE PROVISION OF DETOXIFICATION SERVICES, AND AMENDING THE FY 2009 OPERATING BUDGET IN THE AMOUNT OF $108,333.00 FOR THIS PURPOSE. SPONSORED BY COMMISSIONER GEORGE FLINN**

---

WHEREAS, Law enforcement officers transport individuals in psychiatric crisis or individuals detained in protective custody on suspicion of public intoxication, in accordance with TCA 68-24-507 to a designated health service provider as contracted by Shelby County Government for assessment and treatment referral; and

WHEREAS, This process has been in place for a significant period of time and has an ongoing favorable impact that results in the reduction in the number of individuals brought for processing to the Shelby County Jail for public intoxication or psychiatric crisis; and

WHEREAS, These services were formerly provided by the Regional Medical Center at Memphis (the MED) by contracted entities housed at the MED; and

WHEREAS, It is a recommendation of administrators at the MED that these services be transferred to an entity that can more efficiently address these needs in a non-hospital environment; and

WHEREAS, the State of Tennessee Department of Mental Health and Developmental Disabilities entered into a contract with Southeast Mental Health Center, Inc. to establish and maintain a Crisis Stabilization Unit (CSU) with walk-in-triage capabilities to include: 24/7 walk-in-triage capabilities, behavioral health assessment, psychiatric consultation, 24/7 medication evaluation/management, group therapy, illness management and recovery, stress management and coping skills, 24/7 transportation, individual therapy, including services for social detoxification and or/co-occurring issues as needed and referral for treatment as appropriate and, thereafter, Southeast Mental Health Center, Inc. opened the CSU on April 2, 2009; and

WHEREAS, the County Administration recommends that a contract be entered into with Southeast Mental Health Center, Inc. to provide jail diversion services for clients who are intoxicated and transported by law enforcement for assessment in lieu of arrest in compliance with the provisions of TCA Section 68-24-507; and

WHEREAS, The County Administration recommends that the contract for these services be for a six month period beginning May 1, 2009 and expiring October 31, 2009 for a total contract amount of $325,000.00; and

WHEREAS, Because of the additional cost incurred by the MED for the provision of these services, funds will be transferred from operating funds originally appropriated for the MED and utilized to fund this contract with Southeast Mental Health Center; and

WHEREAS, Funds are available in the FY 2009 operating budget in account number 010-201201-8978, Regional Medical Center, for transfer for this purpose; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract with Southeast Mental Health Center for a six month period beginning May 1, 2009 is hereby approved.

BE IT FURTHER RESOLVED, That the FY 2009 operating budget is hereby amended by transferring funds in the amount of $108,333.00 as per Exhibit A , which is attached hereto and incorporated herein by this reference and that said funds are hereby appropriated for this purpose.

BE IT FURTHER RESOLVED, That future renewal options are hereby approved with Southeast Mental Health Center for the provision of these services; and

BE IT FURTHER RESOLVED, That the County Mayor has authority to execute the aforementioned contract amendment, which is on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to transfer funds in an amount not to exceed $325,000.00 to Southeast Mental Health Center and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr., County Mayor

DATE: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED _____

EXHIBIT A

## DETOXIFICATION SERVICES CONTRACT
## SOUTHEAST MENTAL HEALTH CENTER
## May 1, 2009 - June 30, 2009

**DIVISION OF ADMINISTRATION & FINANCE - CENTRAL OPERATIONS:**

| Account Number | Account Name | Original Budget | Proposed Adjustment | Amended Budget |
|---|---|---|---|---|
| 010-201201-8978 | Regional Medical Center | 27,600,000 | (108,333) | 27,491,667 |

**DIVISION OF COMMUNITY SERVICES - SPECIAL FUNDED PROJECTS:**

| Account Number | Account Name | Original Budget | Proposed Adjustment | Amended Budget |
|---|---|---|---|---|
| 010-480401-6631 | Medical & Dental Services | - | 108,333 | 108,333 |
| | NET CHANGE TO GENERAL FUND | 27,600,000 | - | 27,600,000 |

CA097751

# CONTRACT

This contract (the "Contract") entered into this 28th day of April, 2009, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and SOUTHEAST MENTAL HEALTH CENTER, INC., hereinafter referred to as "CONSULTANT".

## WITNESSETH

**WHEREAS**, the State of Tennessee Department of Mental Health and Developmental Disabilities issued a Request for Proposals providing funding to qualified behavioral health entities to expand Crisis Stabilization Unit (CSU) capacity with walk-in triage capability for adults (18 years and older) in the East and West Tennessee regions; and

**WHEREAS**, the Request for Proposals required that the Grantee must establish and maintain the Crisis Stabilization Unit (CSU) with walk-in-triage capabilities to include: 24/7 walk-in-triage capabilities, behavioral health assessment, psychiatric consultation, 24/7 medication evaluation/management, group therapy, illness management and recovery, stress management and coping skills, 24/7 transportation, individual therapy, including services for social detoxification and or/co-occurring issues as needed and referral for treatment as appropriate; and

**WHEREAS**, the State of Tennessee Department of Mental Health and Developmental Disabilities entered into a contract with Southeast Mental Health Center, Inc. to provide these services and, thereafter, Southeast Mental Health Center, Inc. opened the CSU on April 2, 2009; and

**WHEREAS**, the COUNTY desires to contract with Southeast Mental Health Center, Inc. to provide jail diversion services for clients who are intoxicated and transported by law enforcement for assessment in lieu of arrest in compliance with the provisions of TCA Section 68-24-507; and

**WHEREAS**, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

**NOW THEREFORE**, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

## I. SCOPE OF WORK

1. The CONSULTANT shall provide the services as outlined within the Scope of Work which is attached hereto as Exhibit A and incorporated herein by reference as if stated verbatim (the "Services").

## II. TERM AND COMPENSATION

1. The term of this Contract (the "Term") will commence on May 1, 2009 and continue through October 31, 2009. The term of this contract shall, upon mutual written consent of the parties, be renewable for one additional six-month period, subject to negotiations between the COUNTY and CONSULTANT relative to the terms and conditions of the contract, the Scope of Work as outlined in Exhibit A and the Reporting Requirements as outlined in Exhibit B and subject to appropriation of funding by the Shelby County Board of Commissioners. Said negotiations shall commence no later than June 15, 2009 and parties must agree on all terms and conditions no later than September 4, 2009.

2. The COUNTY agrees to compensate the CONSULTANT for the provision of the Services the sum total not to exceed THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 ($325,000.00) Dollars (the "Fee") during the term of this Contract which shall include all expenses. The COUNTY agrees to wire funds in the amount of $54,166.67 per month to CONSULTANT for services provided for the preceding month.

3. The CONSULTANT shall submit reports to the COUNTY on a quarterly basis for services performed during the preceding quarter. Reports shall be submitted in accordance with Section III, Paragraph 26 of the Contract and Exhibit B which is attached hereto and incorporated herein by reference as if stated verbatim. Reports shall be sent to the address set forth in Section III, Paragraph 29 of this Contract to the attention of the Director of the Division of Community Services.

## III. GENERAL CONDITIONS

1. Control. All services by the CONSULTANT will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. Consultant's Personnel. The CONSULTANT certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be monitored by the Shelby County Division of Community Services. The CONSULTANT further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the provider's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONSULTANT will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give COUNTY the right to direct the CONSULTANT as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that the provider has been retained by the COUNTY to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the COUNTY by the CONSULTANT for services performed shall be on the CONSULTANT's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that either:

(i) The CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The CONSULTANT has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval.

(iii) The CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of CONSULTANT's assets.

(iv) The State of Tennessee Department of Mental Health and Developmental Disabilities terminates its contract with the CONSULTANT for services provided at the CSU.

(b) The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONSULTANT for CONSULTANT's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving sixty (60) days written notice to the other, before the effective date of termination. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory

work performed as of the termination date; however, the CONSULTANT shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. In the event of such termination, CONSULTANT agrees to fully cooperate with COUNTY to achieve a successful transition to a new provider, and CONSULTANT agrees to continue to provide services as outlined herein for a period of up to ninety (90) calendar days to allow COUNTY to find another provider for said services.

(d) All work accomplished by CONSULTANT prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for services rendered.

(e) Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONSULTANT and the COUNTY may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the CONSULTANT is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONSULTANT from performance of its duties under this contract. The COUNTY shall not be responsible for the fulfillment of the CONSULTANT's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict of Interest. The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The CONSULTANT warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. The CONSULTANT will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the COUNTY.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONSULTANT and the COUNTY will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the CONSULTANT shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), Title XI and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the CONSULTANT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. (a) The CONSULTANT hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONSULTANT on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The CONSULTANT shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Title VI Statute and Regulation. CONSULTANT agrees to abide by Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et. seq., which states: "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

13. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

14. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

15. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

16. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

17. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

18. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

19. Contracting With Locally Owned Small Businesses. The CONSULTANT shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

20. Living Wage Ordinance. In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the COUNTY, including but not limited to both prime and subcontractors, shall pay a Living Wage