INTER COUNTY AGREEMENT--MCSO HOUSING OF OUT OF COUNTY RISE INMATES

THIS AGREEMENT is entered into as of ___ day of _____202_, between the **Mecklenburg County Sheriff's Office** (hereinafter referred to as **"MCSO")** with its principal place of business at 600 East Fourth Street, Charlotte, NC 28202 and the _____ **County Sheriff's Office** ("_____**")** with its principal place of business at _____. Hereafter, MCSO and _____may from time to time each be referred to singularly as "Party" or collectively as the "Parties", as the context requires.

Whereas a pilot program created for the purpose of providing mental health restorative services to incarcerated individuals in the **State of North Carolina ("State"),** entitled "Restoring Individuals Safely and Effectively" (hereinafter **"RISE"),** is a detention center-based capacity restoration program created by the **North Carolina Department of Health and Human Services** (hereinafter **"DHHS").** The purpose of RISE is to reduce the burden and wait times at State facilities related to the restoration to capacity of inmates awaiting criminal proceedings. RISE provides an alternative solution for restoration to capacity for inmates who may be on a lengthy waiting list for such services and who agree to voluntarily transfer to the Mecklenburg County Detention Center Central **("MCDCC")** for participation in the MCSO RISE program (the **"Program");** and

Whereas, DHHS selected Wellpath Recovery Solutions, LLC (now doing business under its d/b/a name **"Recovery Solutions"),** as the medical and psychiatric treatment provider for the Program, with initially ten (10) MCDCC beds dedicated to the Program in 2022. In 2024-2025, DHHS, Recovery Solutions, and MCSO entered into Agreements to expand the number of Program beds to twenty-five (25) beds, and also expand Program services to inmates incarcerated in other No1th Carolina counties who agree to voluntarily transfer to the MCDCC and enter the Program;

Now Therefore, in consideration of the above and below terms and conditions and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the following terms and conditions apply to this Agreement.

1. Management of MCDCC. The MCDCC is managed and operated by MCSO under the direction of Sheriff Garry L. McFadden (the **"Sheriff').** The Sheriff has authorized, after first offering available Program beds to current residents of the MCDCC, that any Program vacancies may be allocated to pre-screened inmates from other North Carolina counties on the terms and conditions set forth herein. These inmates must be awaiting criminal trials and need RISE services as soon as possible in order to proceed to trial for resolution of their cases. Program candidates must voluntarily agree to a court order temporarily transferring them to the MCDCC for their voluntary participation in the Program. ***This Program does not accept involuntary commitments.*** Prior to the party responsible for obtaining the court order securing the court order (or other required documentation that authorizes temporary transfer of the inmate to the MCDCC for Program participation), MCSO and Recovery Solutions must approve the inmate for admission to the Program.

2. Program Costs and Expenses. Except as specifically provided otherwise in this Agreement, DHHS is paying all costs and expenses attendant to the Program, including all costs for Program professional services and standard costs of temporarily housing Program participants in the MCDCC. The costs of in-facility, MCDCC standard medical care and food for the inmate are covered in accordance with policy and procedure applicable to inmates housed in the MCDCC. However, the ____ shall be solely responsible for any inmate medical expenses or specialty food requirements beyond the standard medical care and food services provided to MCDCC residents, as addressed in MCDCC medical and/or food services contracts, respectively.

3. Criteria for Acceptable Program Participants. The Sheriff and Recovery Solutions have sole discretion regarding the acceptance or denial of individuals from other NC counties for admission to the Program. MCSO and

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Recovery Solutions must have sufficient information and reasonable time to vet an inmate prior to entry of a court order and/or other required documentation providing for the inmate's voluntary temporary transfer to the MCDCC for Program participation. It is incumbent upon the _____ County Sheriff to convey to the court, the District Attorney's Office, and defense attorneys in _____ County that no inmate can be ordered into the Program before prior vetting of that inmate by MCSO and Recovery Solutions to ensure the inmate meets Program acceptance criteria. Program conditions include, but are not limited to:

a) The inmate must enter the Program voluntarily. This must be verified by Recovery Solutions prior to the transfer. The court order and/or other required documentation authorizing the transfer of the inmate to the temporary custody of the MCDCC for Program participation must not be obtained until MCSO and Recovery Solutions have accepted the inmate for the Program and this paperwork should specify that the inmate has voluntarily agreed to the transfer. *The Program does not accept involuntary commitments.*

b) There must be documented qualifications of the inmate that meet the Recovery Solutions requirements for the Program.

c) _____shall provide the full _____disciplinary and use of force histories, as well as the criminal, medical, and psychiatric records of the inmate for consideration by MCSO and Recovery Solutions prior to the inmate's acceptance to the Program. If there is a history of inmate violent behavior, which, in MCSO's sole opinion, indicates that the MCDCC or Recovery Solutions staff, vendors, and/or any other persons within the MCDCC, including other MCDCC residents, are at increased unacceptable risk of physical harm, or MCDCC property would be at increased unacceptable risk of malicious damage by the out of county inmate, that individual will not be accepted for the Program.

d) The impact on the Average Daily Population (ADP) of the MCDCC for jail medical costs or any other costs will also be considered.

4. Removal of Out of County Inmate from Program. The Sheriff can remove an out of county inmate from the Program upon recommendation for removal from Recovery Solutions due to Program non-compliance of any sort, including that the inmate is noncompliant with Program requirements, or has become disruptive, destructive to property or violent. The Sheriff shall provide *Notice of Removal from MCSO RISE Program* to the _____ County Sheriff with a copy to his designee, regarding the inmate's removal from the Program, including the reasons for removal, The Notice will be sent by the Sheriff to the_____County Sheriff and his/her designee by email stating that the inmate must be retrieved from the MCDCC by the _ for return to the _____County Detention Center. The inmate must be retrieved by the _____no later than the end of the next business day (Monday through Friday). For purposes of this Agreement, any holidays that fall on a Monday through Friday will be deemed business days. Saturday and Sunday will not be counted as business days, even if those days are also deemed official holidays. The email notice shall be deemed received and understood upon the sending of the email.

5. Notice of Transfer of Inmate to Another Facility. If a _____County Program inmate is admitted from a waiting list into a Restoration to Capacity Program at a State facility, after all necessary authorization to transfer the inmate to the State facility is complete, the Sheriff shall provide *Notice of Transfer from MCSO Rise Program to State Facility* by email to the _____County Sheriff and his/her designee. The Parties hereby agree that this Notice of Transfer by email shall be deemed received and understood when sent. The Notice will be sent by the Sheriff to the _____County Sheriff and his/her designee by email stating that the inmate must be retrieved from the MCDCC by the _____for transport to the designated State facility as soon as possible. The inmate must be retrieved by the _____no later than within twenty-four (24 hours) from receipt of the Notice of Transfer in order to preserve the bed space saved at the State facility.

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6. Return of inmate to the _____ County Detention Center upon Dismissal of Charges and Release from Program. In the event that the inmate's underlying charges are dismissed, the Sheriff shall maintain a Local Confinement Order (LC) on the inmate for a maximum of twenty-four (24) hours for the _____ County Sheriff to retrieve the inmate from the MCDCC and return him/her to the _____ County Detention Center for out-processing and release with his/her property that is stored at that facility. The Sheriff will provide the _____ County Sheriff with *Notice of Release from the MCSO RISE Program-Dismissal of Inmate Charges* by email to the _____ County Sheriff and his/her designee. The Parties hereby understand and agree that this Notice shall be deemed received and understood when sent. The inmate must be retrieved by the _____ from the MCDCC no later than within twenty-four (24 hours) from receipt of the Notice.

Below are the names and email addresses for the _____ County Sheriff and his/her designee to be contacted in the manner and for the reasons set forth in 4, 5, and 6 above or for any other reason:

Sheriff _____ County email: _____

Sheriff's designee: _____ (name and title) email: _____

The _____ County Sheriff agrees to promptly notify the Sheriff in writing of any contact change.

7 .Reimbursement of MCSO Costs of Transport. If for any reason the _____ County Sheriff does not retrieve the inmate from the MCDCC within the time limits set forth in 4, 5, and 6 above or elsewhere in this Agreement the Parties hereby agree that MCSO reserves the right to then transport the inmate back to the _____ County Detention Center or the designated State facility, as the situation requires, after ___ 's failure to retrieve the individual from MCDCC within the designated time limit. In 4 and 6 above, the _____ County Sheriff hereby agrees to accept the inmate and either process him/her into the custody of the _____ County Sheriff, or for release accompanied by his/her property that is stored at the _____ County Detention Center, as the situation requires. The _____ County Sheriff further agrees that upon receipt of an invoice from MCSO for a MCSO transport01i in 4,5,or 6 above or elsewhere in this Agreement, the _____ will promptly reimburse MCSO for all transport expenses incurred by MCSO including mileage at the IRS rate per mile and payment of the MSCO transport deputy(ies) current hourly rate for each deputy who conducts the transport including their return trip to Charlotte. The reimbursement will be made within thirty (30) days of MCSO's submission of an invoice to the Sheriff of _____ County. MCSO will determine how many deputies conduct the transport based upon MCSO's assessment of the inmate's level of combativeness.

8. Miscellaneous Transp01iation Outside of MCDCC. In addition to any other transport requirements herein, the _____ shall be responsible for all inmate transportation to and out of the MCDCC. This includes transportation between any facilities/locations including outside medical and other appointments and to and from court appearances. Should the inmate require immediate medical attention by and/or admission to a Charlotte area hospital or other healthcare facility, MCSO will arrange appropriate transportation to the hospital or other healthcare facility and promptly notify the _____ County Sheriff. The _____ County Sheriff shall promptly send deputies to supervise the inmate at all times while in the hospital or any other healthcare facility and provide the inmate's transportation upon release from the hospital or other healthcare facility. The _____ will reimburse MCSO all costs for MCSO officers remaining with the inmate at the hospital or other healthcare facility at the applicable deputy's hourly rate, per deputy, until the _____ deputies arrive to take over twenty-four, seven (24/7) guard and supervision of the inmate. The reimbursement will be made within thirty (30) days of MCSO's submission of an invoice to the Sheriff of _____ County.

9. Indemnity. To the fullest extent permitted by law, the _____ shall indemnify and hold harmless MCSO,

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Mecklenburg County, and their respective officers, employees, agents, and contractors against any liabilities, claims, damages, awards, costs or expenses (including without limitation, court costs and attorneys' fees) arising out of or in any way attributable to the inmate's willful or negligent damage to or destruction of MCDCC property, or injury (including death) to any person, caused by or attributable to the inmate. Any costs and expenses for repairs or replacement for MCDCC property (real or personal) caused by or attributable to inmate shall be promptly reimbursed by the_____to MCSO no later than thirty (30) calendar days after MCSO's submission of an invoice

10. Inmate Program Term. Except as specifically stated otherwise herein, the Program term for each inmate shall be determined by Recovery Solutions on a case-by-case basis, commencing on the Program admission date. The duration of participation by an inmate may be adjusted as deemed appropriate by Recovery Solutions.

11 .Term of this Agreement. The initial term of this Agreement shall be two (2) years from the last date the signature of both Parties is completed below. provided: i) neither Party defaults in the terms; and ii) MCSO receives all Program housing payments due and owing MCSO by DHHS either directly from DHHS and/or through Recovery Solutions on a timely basis. In addition, any other payments owed to MCSO pursuant to this Agreement must be paid timely. Time is of the essence for all payments owed MCSO. In the event MCSO fails to receive timely payment pursuant to the payment commitments set fo1th herein, or the Program housing payments owed MCSO by DHHS and/or Reserve Solutions, whether paid by DHHS directly or through Recovery Solutions, are not paid on a timely basis, or the _____defaults in any term or condition of this Agreement, MCSO may terminate this agreement for cause upon fifteen (15) days prior written notice to the _____County Sheriff, Recovery Solutions, and DHHS. If MCSO terminates this Agreement for cause, upon request from MCSO the _____must then retrieve its inmate within twenty-four (24) hours of receipt of such notice, or MCSO may elect to transport the inmate to the _____County Detention Center and receive payment from the _____for such transport as set forth in Section 7 above.

12. Modification and Assignment of Agreement. This Agreement may be modified or amended by mutual consent of the Parties and with approval of DHHS and Recovery Solutions. Notwithstanding any term or condition in any other agreement, this Agreement is not assignable by either Party to a third party without the prior written consent of the Parties.

13. Entire Agreement. This document constitutes the entire Agreement between the Parties regarding the subject matter hereof.

14. Choice of Law and Venue. The Parties will use best efforts to first resolve any issues between them amicably. If that is not possible, the Parties agree to the sole and exclusive jurisdiction and venue of the courts in Mecklenburg County, NC without application of any conflicts of laws provisions of any other jurisdiction. The governing law shall be North Carolina law.

Read and Agreed:

Mecklenburg County Sheriff's Office **_____County Sheriff's Office**

_____(signature) _____(signature)

Sheriff Garry L. McFadden, Date:_____ Sheriff _____, Date:___ _

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