

CROSS COUNTY AGREEMENT FOR THE HOUSING OF OUT OF COUNTY INMATES

THIS AGREEMENT is entered into as of ____ day of _____ 2025, between the Pitt County Sheriff's Office (hereinafter referred to as "PCSO") with its principal place of business at 100 New Hope Road, Greenville, N.C. 27834 and _____ Sheriff's Office, (hereinafter referred to as the "Party") with its principal place of business at _____. PCSO and the Party shall collectively be referred to as the ("Parties").

1. Whereas, a pilot program created for the purpose of restorative services entitled "Restoring Individuals Safely and Effectively" (hereinafter "RISE") is a detention center capacity restoration program created by the Department of Health and Human Services (hereinafter "DHHS") to reduce the burden and wait times at state hospitals related to the restoration of inmates awaiting criminal proceedings.
2. Whereas, the Pitt County Detention Center, (hereinafter referred to as "PCDC") has been selected as one of the pilot locations for RISE. PCDC is located at 124 New Hope Road, Greenville, N.C. 27834.
3. Whereas, Recovery Solutions was selected by DHHS to provide medical and psychiatric treatment within the detention centers implementing this pilot program. As a result, Recovery Solutions has contracted with PCSO to house up to ten (10) Program Participants at PCDC for enrollment and programming of RISE services. All program participants are inmates awaiting criminal trials.
4. Whereas, the Pitt County Sheriff, as keeper of the jail, has authorized the utilization of any vacancies within the ten allotted slots to be accessible to inmates from other counties awaiting trials.
5. Whereas, the Sheriff of Pitt County shall have and retain exclusive decision-making authority regarding the acceptance or denial of inmates from other counties for admission to PCDC for purposes of RISE. PCSO shall require a thorough vetting of the appropriateness of a proposed inmate made by the Party. Considerations shall include:
 - i. Qualifications of inmate to meet requirements of RISE;
 - ii. Violent behaviors which would put Pitt County Inmates and/or Staff at PCDC at risk;
 - iii. Impact on the Average Daily Population (ADP) of PCDC for jail medical cost purposes.
6. Whereas, the Party shall provide the full medical, criminal, and psychiatric records of the inmate in order for PCSO to consider their admission to PCDC and admission to RISE. The Party shall also be responsible for any and all medical expenses beyond that which is addressed in PCSO's jail medical contract with their service provider.

7. Whereas, the Sheriff of Pitt County shall have exclusive decision-making authority on whether to remove an out of county inmate from PCDC and RISE based on her sole discretion.

8. Whereas, the Party shall be responsible for all transportation related to their inmate. This shall include transportation between facilities, to and from court appearances, medical appointments, and any other locations which the inmate is expected to attend. Should the inmate require immediate medical attention and admission to East Carolina Medical Center, the Party shall promptly send deputies to supervise the inmate and provide the transportation upon release.

9. Whereas, to the fullest extent permitted by law, the Party shall indemnify and hold harmless PCSO, its officials and officers (elected and non-elected), employees, agents, representatives, and consultants against any liability arising out of housing and services provided to the inmate by PCDC.

10. Whereas, the term of this agreement shall be for four (4) months, commencing on the date of admission of the Party's inmate.

11. Whereas this agreement may be modified or amended by mutual consent of the Parties as long as the amendment is executed in the same fashion as this Agreement. Notwithstanding the foregoing, the Parties may develop additional policies and procedures by consent to implement this Agreement, including but not limited to policies and procedures.

12. Whereas this document constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, related to the subject matter of this Agreement.

13. Whereas this agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Pitt County, North Carolina.

Pitt County Office of the Sheriff

Party/Office of the Sheriff of ___ County

Sheriff Paula S. Dance
100 New Hope Road
Greenville, North Carolina 27834

Title
Address