

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
MONDAY, MARCH 20, 2017 – 6:45 PM
117 DICK STREET, 1ST FLOOR, ROOM 118
REGULAR/REZONING MEETING
MINUTES

PRESENT: Commissioner Glenn Adams, Chairman
Commissioner Charles Evans, Vice Chairman
Commissioner Michael Boose
Commissioner Jeannette Council
Commissioner Marshall Faircloth
Commissioner Jimmy Keefe
Commissioner Larry Lancaster
Amy Cannon, County Manager
Tracy Jackson, Assistant County Manager
Sally Shutt, Assistant County Manager
Rick Moorefield, County Attorney
Vicki Evans, Finance Director
Deborah Shaw, Budget Analyst
Ennis Wright, Cumberland County Sheriff
Richard Jenkins, Cumberland County Chief Deputy Sheriff
Jim Grafstrom, General Manager Crown Coliseum Complex
Judy Dawkins and Elizabeth Varnedoe, Civic Center
Commission
Jeffrey Brown, Engineering and Infrastructure Director
Patti Speicher, Planning and Inspections Department
Candice H. White, Clerk to the Board
Kellie Beam, Deputy Clerk
Press

Chairman Adams called the meeting to order.

INVOCATION / PLEDGE OF ALLEGIANCE

Commissioner Keefe provided the invocation followed by the Pledge of Allegiance to the American flag.

Introduction of Fayetteville-Cumberland Youth Council Members:

Konstance Woods
Josh Pribis

Chairman Adams welcomed and introduced Fayetteville-Cumberland Youth Council members Josh Pribis, student at Cross Creek Early College High School, and Konstance Woods, student at Jack Britt High School.

Recognition of Jack Britt Women's Bowling Team and Men's Bowling Team on Winning the N.C. High School Championship

Commissioner Lancaster recognized the Jack Britt Varsity Bowling Program on winning back-to-back State Bowling Championships and called on Coach William McLean who acknowledged the team members below and provided the following information about their state championship wins:

Tiara Benton
Cameron Brown
Denise Brown
Alayjah Cunningham
Patrick Eaton
Jarrod Hudgens
Chandler Hughes
Justin Hughes
Rebecca Kilagore

Jenna Larkin
Melaine Letourneau
Alexis Malone
Kyle McArthur
Brandon Orpen
Celeste White

The Jack Britt Varsity Bowling Program is proud to have won back to back to back State Bowling Championships. The most recent Championship was won by the Men's Team on February 10th, at Planet Fun in Shallote, NC. This most recent victory follows championships won by the Women's team in 2016 and 2015. Since 2012, there has been a Jack Britt Bowling squad in every semifinal of the state championship tournament. The Bucaneers have won five total team state championships and two individual state championships. We salute the Jack Britt Bowlers for their sustained tradition of excellence.

Recognition of Village Christian Academy's Varsity Boys Basketball Team on Winning the State Championship

Chairman Adams recognized Village Christian Academy's Varsity Boys Basketball team for their second year in a row being named 2A State Champions. Chairman Adams called on Head Coach Kurtis Darden, Assistant Coach Quinton Graham and Assistant Coach Jordan Whitfield who acknowledged the team members below. Chairman Adams stated Scorekeeper Barbara Lewis, Manager Hank Boughman and Athletic Director Harold Morrison, Jr. were unable to be present.

Head Coach Darden provided the following information about the team's state championship wins: On February 25 the Village Christian Academy Boy's Basketball team was crowned as North Carolina Independent Schools Athletic Association 2A State Champions after defeating Carmel Christian 73-61 in Charlotte, NC. It was the second year in a row that Village Christian was named 2A State Champions. This year's title run was similar to last years in that they weren't considered as one of the top seeds. Last year they won the title as a 6th seed and this year they were seeded 5th in a field of 16 teams. The team finished the season 29-6 and in addition to winning the state championship they were also winners of the VCA Tip Off Tournament and the South Granville Holiday Tournament. They were led by 9 seniors, 8 of which that were members of last year's team. Team members included Jordan Ratliffe, Omari Wilson, Joshua Haymer, DaKari Johnson, Jarvez Ellis, DJ Whitfield, Ajzahn Kea, Khalif Williams, Emory Simmons, Jordan Madrid, Nassyr Daniels, Chris Doodoo, Derrick Quansah, and Manager Hank Boughman.

PUBLIC COMMENT PERIOD (6:45 PM – 7:00 PM)

Amy Cannon, County Manager, read the public comment policy. Chairman Adams recognized the clerk to the board who advised there were no speakers.

1. Approval of Agenda

MOTION: Commissioner Lancaster moved to approve the agenda.
SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

2. Consent Agenda

- A. Approval of minutes for the March 6, 2017 regular meeting
- B. Approval of Resolution for the Appointment of Plat Review Officer for the Planning & Inspections Department

BACKGROUND:

Effective October 1, 1997, Donna McFayden was appointed as the Plat Review Officer for the County and she has served in this position since that date. Ms. McFayden is retiring with her final date of active County employment being March 31, 2017.

North Carolina General Statute 47-30.2 requires by resolution the Board of Commissioners of each county to designate by name one or more persons experienced in mapping or land records management as a Review Officer to review each map and plat required to be submitted for review before the map or plat is presented to the Register of Deeds for recording.

Ms. Annie Melvin, having been a Certified Mapper and Deputy Plat Review Officer for approximately twelve years, is very experienced in mapping and capable of reviewing each plat or map submitted for review. Ms. Melvin is also qualified to appoint any Deputy Plat Review Officers as necessary.

RECOMMENDATION/PROPOSED ACTION:

Appoint Ms. Annie Melvin to the position of Plat Review Officer with an effective date of April 1, 2017.

NORTH CAROLINA

RESOLUTION APPOINTING
PLAT REVIEW OFFICER

COUNTY OF CUMBERLAND

WHEREAS, the North Carolina General Assembly has adopted North Carolina General Statute 47-30.2 which requires the appointment of a Plat Review Officer to review plats prior to their recording in the Register of Deeds Office; and,

WHEREAS, Cumberland County wishes to continue this program with the least possible disruption of the current system; and,

WHEREAS, it is desirable to have persons skilled in mapping and land records management to fill the role of Plat Review Officer;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the County of Cumberland that:

1. Annie Melvin is hereby appointed Plat Review Officer for Cumberland County.
2. Annie Melvin is hereby empowered to appoint additional person(s) in the County Planning and Inspections Department as Deputy Plat Review Officers to assist her in the expeditious review of plats.
3. A copy of this Resolution is to be recorded in the Register of Deeds Office of Cumberland County and indexed in the Grantor Index in the name of the above named person(s).
4. In the event the Plat Review Officer exercises her power of appointment and appoints additional person(s) as deputies, the Plat Review Officer shall furnish a memorandum to the Register of Deeds identifying by name those individuals. The Plat Review Officer is the responsible party to keep a current list of all person(s) who may review plats prior to recording which shall be posted at all times in the Register of Deeds Office.
5. The Plat Review Officer shall notify the local Cumberland County surveyor and engineer boards of those person(s) designated to review plats within the County.

Adopted this the 20th day of March, 2017.

C. Approval of Appointment of Deputy Finance Officer for Finance Department

BACKGROUND:

North Carolina General Statutes Chapter 159, Article 3, entitled, "The Local Government Budget and Fiscal Control Act", requires all checks drawn on an official depository be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official of the local government designated for this purpose by the Governing Board. The act also requires the Deputy Finance Officer to have a faithful performance bond in an amount not less than \$10,000 or more than \$250,000.

Ivonne Mendez, Accounting Supervisor, is being recommended as a Deputy Finance Officer for Cumberland County Finance Department.

RECOMMENDATION/PROPOSED ACTION:

1. Approve the appointment of Ivonne Mendez as Deputy Finance Officer;
2. Provide a faithful performance bond in the amount of \$50,000 for Ivonne Mendez;
3. Approve the attached resolution implementing the above recommendations.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

RESOLUTION

WHEREAS, due to the operation requirements unique to the Cumberland County Finance Department; and

WHEREAS, the timing, amounts, or payees of these checks cannot be anticipated and, in most cases, the checks must be issued immediately; and

WHEREAS, the timing of the checks requires the appointment of a Deputy Finance Officer and, in addition, more than one person must be authorized to countersign each check; and

WHEREAS, North Carolina General Statute Chapter 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act", authorizes the Governing Board to appoint Deputy Finance Officers to designate individual(s) to countersign the checks, and to fix the amount of the faithful performance bond to be provided by the appointee.

NOW THEREFORE, to facilitate the operational requirement of the Cumberland County Finance Department, the Board of County Commissioners hereby RESOLVES that:

1. Ivonne Mendez is appointed a Deputy Finance Officer and is authorized to sign checks/drafts issued on the checking and savings accounts maintained by Cumberland County Finance Department.
 2. The appointee will provide a faithful performance bond in the amount of \$50,000.00.
- D. Approval of Cumberland County Finance Committee Report and Recommendations:
- 1) Long-Term Extension of the Management Agreement with Spectra Venue Management for the Crown Complex Operations

BACKGROUND:

The final draft of the new agreement with Global Spectrum, LP, for management of the Crown Complex was received March 2, 2017. The final draft accurately states the terms recommended by the Civic Center Commission and was reviewed by bond counsel to avoid any conflicts with the regulations of the Internal Revenue Service related to the tax exempt financing secured by the coliseum. The language recommended by bond counsel has been fully incorporated into the final draft.

The differences between the new contract and the existing contract are compared in the one-page summary included with the minutes of the March 9, 2017, Special Meeting of the Finance Committee.

RECOMMENDATION/PROPOSED ACTION:

Consider whether to approve the new contract recommended by the Civic Center Commission.

North Carolina
Cumberland County

MANAGEMENT AGREEMENT

This Management Agreement is entered into on _____, and made effective as of the 1st day of July, 2017 (“**Effective Date**”), by and between Cumberland County Civic Center Commission, a body corporate created by the North Carolina General Assembly through the enactment of S.L. 1965-360, S.L. 1984-983 and S.L. 1991-27 (“**Commission**”); Cumberland County, a body corporate and a political subdivision of the State of North Carolina (“**County**”); and Global Spectrum, LP, a Delaware limited partnership doing business as Spectra (“**Manager**”).

RECITALS

WHEREAS, the Cumberland County Civic Center, is a multi-purpose facility in Fayetteville, North Carolina, consisting of a 4,500 seat arena, a 2,500 seat theatre, a ballroom seating 650, a 60,000 square foot expo center and a 10,000 seat coliseum (collectively, the “**Facilities**”); and

Whereas, the Facilities are owned by the County of Cumberland (“**County**”) and operated by the Commission; and

WHEREAS, the Commission has the full legal right and authority to engage a third party to manage and operate the Facilities, subject to such terms and conditions as prescribed by the Board of Commissioners as the governing board of the County, and the Commission desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of the Commission, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

WHEREAS, the County and Manager are parties to a Management Agreement dated November 1, 2013 (“**Original Agreement**”) between the County and Manager, which Original Agreement is intended by the parties to expire on June 30, 2017 and be superseded and replaced by this Agreement.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: this Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or

equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of five (5) years.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Facilities and owned or controlled by the County or the Commission.

Commission: The term “Commission” shall have the meaning ascribed to such term in the Recitals to this Agreement.

Contribution shall have the meaning set forth in Section 12.2 of this Agreement.

CPI: The Consumer Price Index for the South Region, Urban Area Size B/C, as published by the United States Department of Labor, Bureau of Labor Statistics, or such other successor or similar index.

Effective Date: “Effective Date” shall have the meaning ascribed to such term in the opening paragraph of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities threatening persons or property.

Event Account: A separate interest-bearing account in the name of the Commission and under the Commission’s Federal ID number in a local qualified public depository, to be designated by the Commission, where advance ticket sale revenue is deposited by Manager.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date.

Facilities or Facility: shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire arena complex, including but not limited to the arena, suites, locker rooms, meeting rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, and the entrances, ground, sidewalks and parking areas immediately surrounding the Facilities and adjacent thereto.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facilities.

Fund: shall have the meaning set forth in Section 12.1 of this Agreement.

Fixed Management Fee: The fixed monthly fee the Commission shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facilities.

Incentive Fee: The contingent fee the Commission shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

Initial Term: shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Management-Level Employees: The General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including employees performing the functions of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

Manager: shall have the meaning ascribed to such term in the Recitals to this Agreement.

Marketing Plan: A plan for the advertising and promotion of the Facilities and Facilities events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii) development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

Operating Account: A separate interest-bearing account in the name of the County and under the County's Federal ID number in a local qualified public depository, to be designated by the County where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line item budget for the Facilities that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi)) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Commission; (xxvii) costs incurred under Service Contracts and other agreements relating to Facilities operations, (xxviii) Taxes; and (xxix) Transition Costs (which shall be an Operating Expense in the first Operating Year). The term "Operating Expenses" does not include debt service on the Facilities, Capital Expenditures or the Incentive Fee.

Operating Year: Each twelve (12) month period during the Term, commencing on July 1 and ending on June 30.

Operations Manual: Document to be developed by Manager which shall contain terms regarding the management and operation of the Facilities, including detailed policies and procedures to be implemented in operating the Facilities, as agreed upon by both the Commission and the Manager.

Revenue: All gross revenues generated by Manager's operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the Commission at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) Commission hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual.

Section 2.2 Limitations on Manager's Duties. Manager's obligations under this Agreement are contingent upon and subject to the Commission making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the Commission or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the Commission to timely provide such funds.

Section 2.3 Rights Reserved to the Commission. Without limiting any other rights of the Commission as described herein, the parties agree that the Commission shall have the right to approve (a) the annual Operating Budget, (b) major Capital Expenditures, (c) any significant disposition of Facility assets, and (d) the general rates charged at the Facility for users of the Facility.

ARTICLE 3 COMPENSATION

Section 3.1 Fixed Management Fee. In consideration of Manager's performance of its services hereunder, Commission shall pay Manger a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1st) Operating Year, the Fixed Management Fee shall be Eight Thousand Dollars (\$8,000) per month. Beginning in the second (2nd) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), capped at three and a half percent (3.5%) in any Operating Year. The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Incentive Fee. In addition to the Fixed Management Fee, Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term. The Incentive Fee shall be Twenty-two Percent (22%) of Gross Revenue in excess of Four Million Five Hundred Thousand Dollars (\$4,500,000) per Operating Year (the "Benchmark"). For purposes of this paragraph, "Gross Revenue" shall include the following: gross ticket sales less North Carolina sales tax (only), gross other revenue; gross concessions, gross convenience fees, gross facility fees, gross suite rental, gross miscellaneous income, LESS promoter proceeds. The Benchmark shall be pro-rated for any Operating Years of less than 12 months based on the number of days actually elapsed in such Operating Year out of 365. This Incentive Fee (i) shall not in any Operating Year exceed two (2) times the amount of the Fixed Management Fee for such Operating Year, and (ii) shall not be paid to any extent if Manager fails to achieve at least 95% of the bottom line net profit/loss number in the Operating Budget for such Operating Year, unless the failure to achieve such number is due to an Event of Force Majeure or other circumstance outside of the reasonable control of Manager.

The Incentive Fee, to the extent earned by Manager, shall be paid to Manager no later than ten (10) days after completion of the year-end audit as described in Section 10.3, or one-hundred-twenty (120) days following the end of each Operating Year, whichever occurs first.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. The initial term of this Agreement (the "**Initial Term**") shall begin on the Effective Date and shall expire on June 30, 2022. The Commission, in its discretion, shall have the right to extend the Initial Term for an additional period of five (5) years, to end on June 30, 2027, by providing written notice of such extension to Manager no later than March 31, 2017. The Initial Term plus any such extension is referred to herein as the "**Term**". Notwithstanding that the Effective Date has not yet occurred, this Agreement shall be binding on the parties upon their execution and delivery hereof.

Section 4.2 Termination. This Agreement may be terminated:

(a) subject to Section 4.3(a) below, by Commission upon thirty (30) days written notice to Manager in the event of a permanent closure of the Facilities, the fact of which is certified by the Commission in writing to Manager;

(b) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(c) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the Commission pursuant to Section 4.2(a) due to closure of the Facilities, the Commission shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed six (6) months, for each of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals had previously relocated to the Facilities (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. The Commission's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the Commission for a termination pursuant to Section 4.2(a) due to closure of the Facilities, except that, in the event the Facilities re-open at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities were closed.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) the Commission shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) Manager shall make available to the Commission all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or Commission, the Commission shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5 OWNERSHIP; USE OF THE FACILITIES

Section 5.1 Ownership of Facilities, Data, Equipment and Materials. The County will at all times retain ownership of the Facilities, including but not limited to real estate,

technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facilities. Any data, equipment or materials furnished by the County through the Commission to Manager or acquired by Manager as an Operating Expense shall remain the property of the County, and shall be returned to the Commission for the County when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, neither the County nor the Commission shall have the right to use any third party software licensed by Manager for general use by Manager at the Facilities and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facilities as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof.

Section 5.2 Right of Use by Manager. The Commission hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities and systems necessary for, and related to, the operation, maintenance and management of the Facilities. The Commission shall provide Manager with a sufficient amount of suitable office space in the Facilities and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. Manager has inspected the existing office space which Commission intends to provide and agrees that such space is suitable and adequate for Manager's purposes. In addition, the Commission shall make available to Manager, at no cost, parking spaces at the Facility for all of Manager's full-time employees and event staff.

Section 5.3 Observance of Agreements. The Commission and the County shall pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which such parties are bound in connection with the ownership or operating rights of or at the Facilities.

Section 5.4 Use by the Commission or the County. The Commission shall have the right to use the boardroom at the Facilities rent-free for its meetings for any purpose. Subject to availability, the County shall have the right to use the boardroom rent-free for conducting special meetings of its Board of Commissioners no more than twice per year. Subject to availability, the County shall further have the right to use of the boardroom, ballroom or a meeting room for the purpose of conducting non-commercial meetings of county staff no more than once per month. The County shall have the further right to use the Expo Center rent-free to conduct its annual employee health and wellness fair for no more than four consecutive days. The County's use shall be conducted in a manner to avoid the Facility incurring any out of pocket expenses such as the cost of ushers, ticket-takers, set-up and take-down, or security. The County shall take all reasonable measures to schedule or reschedule its uses on dates that do not conflict with any revenue-producing event which can be booked by the Manager.

Section 5.5 Special Use. The Cumberland County Livestock Association shall have the right to use the Charlie Rose Agri-Expo Center rent-free to conduct an annual livestock show during the month of September in association with any county fair licensed by the N. C. Secretary of Agriculture as an agricultural fair held on the premises of the Facilities or elsewhere within Cumberland County. This use shall be limited to the number of days during which livestock or other animals are maintained or displayed for show purposes and to only that portion of the premises actually used for maintaining or showing livestock or other animals. This rent-free use for conducting livestock shows is specific to the Livestock Association, shall be independent of any other use for fair purposes and shall not apply to other use of the Charlie Rose for other fair purposes.

ARTICLE 6 PERSONNEL

Section 6.1 Generally. Manager shall engage, as its own employees (and not employees of the Commission) staff necessary to provide the services of Manager described in this Agreement. Manager shall select, in its sole discretion but subject to Commission's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees at the Facilities and shall

control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The Commission specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the Commission upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facilities. Hiring of the General Manager by Manager shall require the prior approval of the Commission, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Commission, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the Commission's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither the County nor the Commission, nor any of their respective Affiliates, shall solicit for employment, or hire, any of Manager's Management-Level Employees, provided that the foregoing restriction on soliciting or hiring at the end of the Term shall not apply to Manager's Management-Level Employees who were employed by the County or Commission at the Facility prior to the transition of management services to Manager. The Commission acknowledges that Manager will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Commission were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Commission, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the Commission from continuing such breach, without the necessity of posting a bond.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of Operating Budget. Manager agrees that at least 120 days prior to the commencement of each Operating Year, in respect of such year, it will prepare and submit to the Commission its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The Commission agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of the Commission, which approval shall not be unreasonably withheld or delayed. In order for the Commission to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the Commission such reasonable financial information relating to the Facilities as may be requested by the Commission from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the Commission (which approval shall not be unreasonably withheld or delayed). If the Commission fails to approve any annual Operating Budget (or any proposed amendment thereto), the Commission shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually

acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation contemplated by its proposed Operating Budget.

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facilities in accordance with the Operating Budget. However, Commission acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to the Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the Commission within 30 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facilities expenses from that provided for in the Operating Budget. In either such case and if requested by Commission, Manager agrees to work with Commission to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

ARTICLE 8 PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt and in any event within one (1) business day following receipt, in the Event Account, all revenue received from ticket sales and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the Commission and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted first from interest earned.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of a Commission employee or representative.

ARTICLE 9 FUNDING

Section 9.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facilities from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facilities (as described in Article 8 above), or otherwise made available by the Commission. To ensure sufficient funds are available in the Operating Account, Commission will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the first five (5) months of the Term. Following such initial deposit, the Commission shall deposit (or allow to remain in) the Operating Account on a quarterly basis (at the beginning of each calendar quarter, i.e., January 1, April 1, July 1 and October 1) an amount equal to the budgeted or otherwise approved expenses for that upcoming calendar quarter (maintaining at all times an extra 2 months of expenses in such account in case of any shortfalls). Manager shall have no liability to the Commission or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds; Responsibility for Operating Expenses and Net Losses. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses; rather, all such Operating Expenses shall be funded by the Commission. Furthermore, Manager shall not share in any net losses of the Facility; rather, any and all such net losses shall be borne by the Commission.

ARTICLE 10 FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. The Commission or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to the Commission, within thirty (30) days after the end of each month during the Term, financial reports for the Facilities including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to the Commission a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facilities during such month. Additionally, Manager shall submit to the Commission, or shall cause the applicable public depository utilized by Manager to submit to the Commission, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. Manager agrees to provide to the Commission, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facilities. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facilities. Such audit shall be performed by an external auditor approved by the Commission, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 11 CAPITAL IMPROVEMENTS

Section 11.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to the Commission, provide to the Commission a schedule of proposed capital improvements to be made at the Facilities, for the purpose of allowing the Commission to consider such projects and to prepare and update a long-range Capital Expenditure budget.

Section 11.2 Responsibility for Capital Expenditures. The Commission shall be solely responsible for all Capital Expenditures at the Facilities; provided, however, the Commission shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the Commission to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the Commission, to make Capital Expenditures at the Facilities for Emergency Repairs. In such event, the Commission shall promptly reimburse Manager for the cost of such Capital Expenditure.

ARTICLE 12 CONTRIBUTIONS BY MANAGER

Section 12.1 Event Marketing Fund Under Original Agreement. The parties acknowledge that under the Original Agreement, Manager established an Event Marketing Fund ("Fund") in the amount of One Hundred Fifty Thousand Dollars (\$150,000). To the

extent there is a balance in the Fund at the end of the term of the Original Agreement, such amount belong to Manager and shall be paid to Manager at such time.

Section 12.2 Contribution Toward Revenue-Enhancing Improvements. The parties acknowledge that under the Original Agreement, Manager made a contribution of One Hundred Fifty Thousand Dollars (\$150,000) (the “Original Contribution”) at the Facilities toward mutually agreed improvements or equipment designed to increase Revenue generated at the Facilities, and that the remaining unamortized amount of such Original Contribution as of July 1, 2017 will be Ninety-Five Thousand Dollars (\$95,000) (“Original Contribution Unamortized Amount”) Manager hereby agrees to make an additional contribution toward mutually agreed improvements or equipment designed to increase Revenue generated at the Facilities, in the amount of Two Hundred Thousand Dollars (\$200,000) (“New Contribution”). Once identified, the specific equipment and other related tangible personal property to be purchased with the New Contribution shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment and improvements purchased with the New Contribution shall be owned by the County upon installation thereof. The New Contribution and the Original Contribution Unamortized Amount (for a total of \$295,000) shall be amortized on a straight line basis over a ten (10) year period (at the rate of 1/120 per month), commencing on the Effective Date. Upon the expiration or termination (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager of the County’s election not to renew this Agreement following the Initial Term) of this Agreement, the Commission shall immediately pay to Manager the unamortized amount of the New Contribution and the Original Contribution Unamortized Amount.

ARTICLE 13

FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 13.1 Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts to the extent they are within Manager’s possession or otherwise are provided to Manager by the Commission.

Section 13.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities, as agent on behalf of the Commission. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties. Manager shall obtain the prior approval of the Commission (which approval shall not be unreasonably withheld or delayed) before entering into any such contract with a term that expires after the Term of this Agreement, unless such contract, by its express terms, can be terminated by Manager or Commission following expiration of the Term without any penalty.

Section 13.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall provide to Commission reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facilities.

Section 13.4 Renewal of Ticketing Agreement with Paciolan, LLC. The parties recognize the Service and Usage Agreement (“Ticketing Agreement”) between Manager, as agent on behalf of the Commission, and Paciolan, LLC, an affiliate company of Manager’s, which commenced on July 1, 2015 and expires by its terms on June 30, 2020. The Commission hereby agrees that Manager, as agent on behalf of the Commission, may extend the term of the Ticketing Agreement, on the same terms and conditions as currently provided in such agreement, for an additional two (2) year period, so that the term thereof shall end on June 30, 2022. The Commission acknowledges that the extension of such agreement was

specifically bargained for by Manager and is a material term of this Agreement. Paciolan, LLC shall be third party beneficiaries of the terms of this paragraph.

ARTICLE 14 AGREEMENT MONITORING AND GENERAL MANAGER

Section 14.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies Commission of a substitute contract administrator in writing. Commission shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Commission participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 15 INSURANCE

Section 15.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit B, attached hereto, and shall provide to the Commission promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the Commission. Each insurance policy shall include a requirement that the insurer provide Manager and the Commission at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 15.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of North Carolina or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name Commission and County as additional insureds. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the Commission and County. Manager shall require that all third-party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager, Commission and County as additional insureds.

ARTICLE 16 REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 16.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to Commission as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

Section 16.2 Commission and County Representations, Warranties and Covenants. Commission and County represent, warrant and covenant to Manager as follows:

(a) that they have the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of each herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by Commission and County and constitutes a valid and binding obligation of each, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facilities are, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facilities (including, without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facilities.

ARTICLE 17 MISCELLANEOUS

Section 17.1 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 17.2 Use of Facilities Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager's stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the Commission relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or the Commission shall be and at all times remain the sole and exclusive property of the Commission. Manager agrees to execute any documentation requested by the Commission from time to time to establish, protect or convey any such intellectual property rights.

Section 17.3 Facilities Advertisements. The Commission agrees that in all advertisements placed by the Commission for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities are "managed by Spectra".

Section 17.4 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenable, the Commission shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenable for a period estimated by an architect selected by the Commission at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that in the event the Facilities once again becomes tenable at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities

under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

Section 17.5 Assignment. Manager acknowledges that the Commission has selected Manager through a competitive bid process and that Manager's reputation was one of the reasons for it being selected. For this reason, Manager may not assign this Agreement without the consent of the Commission, , except that Manager may assign this Agreement to an affiliate, parent, subsidiary or successor of Manager where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to Commission. Any purported assignment in contravention of this Section shall be void.

Section 17.6 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the Commission:

County Manager
PO Box 1829
Fayetteville, NC 28302

With a copy to:

Cumberland County Manager
PO Box 1829
Fayetteville, NC 28302

If to Manager:

Global Spectrum, L.P., d/b/a
Spectra
3601 S. Broad Street
Philadelphia, PA 19148
Attn: Chief Operating Officer

With a copy to:

Comcast Spectacor, L.P.
3601 South Broad Street
Philadelphia, PA 19148-5290
Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 17.7 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 17.8 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof, including without limitation the Original Agreement, which the parties expressly agree shall terminate on June 30, 2017. Notwithstanding the foregoing, any liabilities accruing under the Original Agreement through June 30, 2017 (such as, for example, the Incentive Fee due Manager through June 30, 2017) shall survive termination of the Original Agreement and continue to be due and owing to Manager by the Commission. The parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 17.9 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of North Carolina, without regard to its conflict of laws principles.

Section 17.10 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by

an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 17.11 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 17.12 Relationship of Parties. Manager and Commission acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between Commission and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent for Commission (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity. Manager agrees that it is not entitled to, and will not take, any tax position that is inconsistent with Manager being a service provider to the County for the Facility.

Section 17.13 No Third Party Beneficiaries. There are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto shall have rights and may make claims hereunder.

Section 17.14 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Manager for the management fees described herein upon a breach or default of this Agreement by Commission.

Section 17.15 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

EXHIBIT A MANAGER DUTIES

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, parking (if applicable), and general user services.

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facilities.

(d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to the Commission for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of the Commission (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the Commission upon request, in accordance with Section 10.1 of the Agreement.

(j) Submit to the Commission in a timely manner financial and other reports detailing Manager's activities in connection with the Facilities, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget and submit such proposed budget to the Commission, both in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities from the Operating Account or with funds otherwise made available by the Commission.

(m) Secure, or assist the Commission (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. The Commission shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(p) Subject to the Commission making available sufficient funds in a timely manner, pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.

(r) Prepare, maintain and implement on a regular basis, subject to the Commission's approval, a Marketing Plan for the Facilities.

(s) Manage and oversee the sale of Commercial Rights at or in connection with the Facilities.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to Commission. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify Commission of any such damage or loss.

(u) Purchase, on behalf of the Commission and with Commission funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities.

(v) As agent for the Commission, manage risk management and Facilities insurance needs (not including property insurance, which shall be maintained by the Commission), as more fully described in Article 15 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the Commission, shall be deemed the property of the Commission.

(x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.

EXHIBIT B INSURANCE

• At all times during this Agreement, Manager shall:

(a) maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;

(b) maintain umbrella or excess liability insurance;

(c) maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) maintain appropriate workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of North Carolina; and

(e) maintain professional liability insurance and self-insured employment practices liability coverage;

• Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)
\$1,000,000 uninsured/underinsured motorist

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Workers Compensation

Workers Compensation: Statutory
Employer's Liability: \$100,000 each accident-bodily injury by accident
\$500,000 policy limit-bodily injury by disease
\$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made)

\$1,000,000 each occurrence/aggregate

Policy is to include:

- Entity Coverage

Crime Insurance

Coverage on all on-site Manager employees. Limit: \$500,000.00

- 2) REMOVED FOR SEPARATE DISCUSSION AND ACTION AS RECORDED BELOW
- 3) Internal Audit Plan

BACKGROUND:

The Cumberland County Finance Committee met on March 9, 2017 and the Internal Audit Plan was presented as an agenda item.

At the June 15, 2015 Board of Commissioner’s meeting, an Audit/Finance Committee Charter was adopted. The Charter requires that an audit plan be submitted to the Audit Committee for approval.

A summary of audits/projects completed during the July – December time period and a plan for the January - June 2017 time period are submitted as recorded below. In August a plan for the first half of the new fiscal year will be submitted.

RECOMMENDATION/PROPOSED ACTION:

Consider approval of the January – June 2017 Internal Audit Plan.

**Cumberland County Internal Audit
Audit Tasks Complete
July – December 2016**

Audit/Project	Department
✓ Physical inventories	Central Maintenance Facility (CMF) Solid Waste garage Employee Pharmacy Health Department Pharmacy Health Department supply room
✓ Inventory account reconciliations	CMF Solid Waste
✓ Bank accounts	Sheriff – Detention Center Social Services (completed in April/May 2016)
✓ Cash counts	Sample of depts with petty cash or change funds
✓ Review of procedures	Detention Center Finance Division (scheduled to be completed in Jan/Feb 2017)

- ✓ Schedule of Federal & State Expenditures For FY 2015-16 audit
- ✓ Single Audit with Cherry Bekaert, CPA firm For FY 2015-16 audit (Jul 2016 – Nov 2016)
- ✓ Review of CMF Inventory system Central Maintenance Facility (CMF)

**Cumberland County Internal Audit
Audit Plan
January – June 2017**

Audit/Project	Department
Physical inventories	Central Maintenance Facility (CMF) Solid Waste garage Employee Pharmacy Health Department Pharmacy Health Department supply room
Balance inventory accounts	Central Maintenance Facility (CMF) Solid Waste
Cash counts	Sample of depts with petty cash or change funds
Review of procedures for Inmate Trust Funds	Detention Center Finance Division
Sales tax distribution expenses	Board of Education
Expenditure of County funds	Sample of outside agencies & fire depts
Review of CMF and Solid Waste Inventory system	Central Maintenance Facility (CMF) and Solid Waste
Preliminary Schedule of Fed & State Expenditures	For FY 2016-17 audit

E. Approval of Ordinance Assessing Property for the Cost of Demolition:

- 1) Case Number: MH 1561-2016
Property Owner: Randall & Sharon Daniels
Property Location: 3941 Nashville Drive, Fayetteville, NC
Parcel Identification Number: 0424-75-3147

**ORDINANCE ASSESSING PROPERTY FOR THE COSTS
OF DEMOLITION OF A STRUCTURE PURSUANT TO
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY
CASE NUMBER: MH-1561-2016
PROPERTY OWNER: Randall & Sharon Daniels**

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on November 21, 2016 enacted an ordinance directing the demolition by the owner of the structure Randall & Sharon Daniels, located at 3941 Nashville Drive, Fayetteville, NC, PIN: 0424-75-3147, said ordinance being recorded in Book 9992, page 226, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.
- (2) The cost of such work was \$2,449.00
- (3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$2,449.00, said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated November 21, 2016, and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 3941 Nashville Drive, Fayetteville, NC, as described in Deed Book 7050, page 119, of the Cumberland County Registry and identified in County tax records as PIN 0424-75-3147.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

- | | | |
|----|-------------------------------|---------------------------------------|
| 2) | Case Number: | MH 1476-2016 |
| | Property Owner: | Ruby K. Santiago c/o Leonzie McDonald |
| | Property Location: | 1916 Fennel Road, Hope Mills, NC |
| | Parcel Identification Number: | 0432-88-6450 |

ORDINANCE ASSESSING PROPERTY FOR THE COSTS
OF DEMOLITION OF A STRUCTURE PURSUANT TO
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY
CASE NUMBER: MH 1476-2016
PROPERTY OWNER: Ruby K Santiago C/O Leonzie McDonald

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on September 19, 2016 enacted an ordinance directing the demolition by the owner(s) of the structure(s) Ruby K Santiago C/O Leonzie McDonald located at 1916 Fennell Road, Hope Mills NC, PIN: 0432-88-6450 said ordinance being recorded in Book 09957, page 0336, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.

(2) The cost of such work was \$ 3,846.00.

(3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$3,846.00 said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated September 19, 2016 and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 1916 Fennell Road, Hope Mills NC, as described in Deed Book 4510, page 867, of the Cumberland County Registry and identified in County tax records as PIN 0432-88-6450.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

3) Case Number: MH 1558-2016
Property Owner: Darrel Law
Property Location: 3112 Cricket Road, Fayetteville, NC
Parcel Identification Number: 0404-09-5810

ORDINANCE ASSESSING PROPERTY FOR THE COSTS
OF DEMOLITION OF A STRUCTURE PURSUANT TO
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY
CASE NUMBER: MH 1558-2016
PROPERTY OWNER: Darrel Law

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on November 21, 2016 enacted an ordinance directing the demolition by the owner(s) of the structure(s) Darrel Law located at 3112 Cricket Road, Fayetteville, NC, PIN: 0404-09-5810, said ordinance being recorded in Book 09992, page 0229, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

(1) Said work had been accomplished.

(2) The cost of such work was \$ 2,499.00.

(3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$2,499.00 said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated November 21, 2016 and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 3112 Cricket Road, Fayetteville NC, as described in Deed Book 07128, page 00509, of the Cumberland County Registry and identified in County tax records as PIN 0404-09-5810.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

4) Case Number: MH 1580-2016
Property Owner: Teresa B. Spell
Property Location: 5013 Cumberland Rd., Fayetteville, NC
Parcel Identification Number: 0405-85-3515

ORDINANCE ASSESSING PROPERTY FOR THE COSTS
OF DEMOLITION OF A STRUCTURE PURSUANT TO
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY
CASE NUMBER: MH 1580-2016
PROPERTY OWNER: Teresa B. Spell

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on December 19, 2016, enacted an ordinance directing the demolition by the owner(s) of the structure(s), Teresa B. Spell located at 5013 Cumberland Road, Fayetteville, NC, PIN: 0405-85-3515, said ordinance being recorded in Book 10010, page 0192, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

(1) Said work had been accomplished.

(2) The cost of such work was \$3,200.00.

(3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners finding it to be a true and accurate accounting, the said Board hereby ORDAINS:

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$3,200.00, said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated December 19, 2016, and in Section 160A-443(6) of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 5013 Cumberland Road Fayetteville, NC, as described in Deed Book 2085, page 0375, of the Cumberland County Registry and identified in County tax records as PIN 0405-85-3515.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

F. Budget Ordinance Amendments:

General Fund 101

- 1) Finance - Budget Ordinance Amendment B170976 to increase NC Youth Detention Subsidy and Medical Examiner's expense in the total amount of \$145,000.

The Board is requested to approve Budget Ordinance Amendment B170976 in the total amount of \$145,000. \$55,000 is requested to fund NC Youth Detention Subsidy. Counties are required to reimburse the State based upon a daily rate for youth detained at State Detention Facilities. This request will ensure enough funds are available to sustain the remainder of the fiscal year. \$90,000 is requested to fund the Medical Examiner's expense. Invoices are based on unpredictable caseloads; this request will ensure enough funds are available to sustain the remainder of the fiscal year.

Please note this amendment requires the use of fund balance.

Juvenile Crime Prevention Fund 245

- 2) Juvenile Crime Prevention - Budget Ordinance Amendment B170037 to recognize additional allocation awarded to the Teen Court Program, sponsored by the Cumberland County Dispute Resolution Center Inc., in the amount of \$5,249

The Board is requested to approve Budget Ordinance Amendment B170037 in the amount of \$5,249 to increase funding for the Teen Court Dispute Resolution JCPC funded program. These funds are to be used to purchase an interactive dry erase board with stand and projector mounting and to support current activities based on projected spending. The JCPC approved the request on February 8, 2017.

Please note this amendment requires no additional county funds.

- 3) Juvenile Crime Prevention - Budget Ordinance Amendment B170637 to recognize additional allocation awarded to the Find-A-Friend Program of Fayetteville Urban Ministry Inc., in the amount of \$10,500

The Board is requested to approve Budget Ordinance Amendment B170637 in the amount of \$10,500 to increase funding for the Find-A-Friend JCPC funded program. These funds are to be used for Summer Achievement Camp activities. The JCPC approved the request at its meeting on February 8, 2017.

Please note this amendment requires no additional county funds.

Workforce Development Fund 255

- 4) Workforce Development Dislocated Worker - Budget Ordinance Amendment B170127 to recognize additional grant funds from the Division of Workforce Solutions in the amount of \$10,000 - to be used for hiring events.

The Board is requested to approve Budget Ordinance Amendment B170127 in the amount of \$10,000 to recognize grant funding from the Division of Workforce Solutions for NC4ME hiring events in 2017. These funds will be used to pay for venues, food and beverages for vendors, outreach and other expenses related to hiring events targeted to the military.

Please note this amendment requires no additional county funds.

Senior Aides Fund 256

- 5) Senior Aides - Budget Ordinance Amendment B170305 to recognize additional grant funds from Senior Service America, Inc. as a result of overpayment of worker's compensation in the amount of \$5,479.

The Board is requested to approve Budget Ordinance Amendment B170305 in the amount of \$5,479. The additional funds will be used to allow participants to work additional hours.

Please note this amendment requires no additional county funds.

Contingency Funds Report

There was no use of contingency funds to report this period.

MOTION: Commissioner Faircloth moved to approve consent agenda Items 2.A. – 2.F.5)
SECOND: Commissioner Council

Commissioner Keefe asked to remove Item 2.D.2) from the consent agenda for separate discussion and action.

AMENDED MOTION: Commissioner Evans moved to approve consent agenda Items 2.A. – 2.F.5) with the exception of Item 2.D.2) as removed for separate discussion and action.
SECOND: Commissioner Council

VOTE ON AMENDED MOTION: UNANIMOUS (7-0)

2.D.2) Request for Proposal Process for Health Care Delivery Services at the Cumberland County Detention Center

BACKGROUND:

During the finance committee meeting of March 9, 2017, Ronnie Mitchell, Legal Counsel for the Sheriff's Office, provided a brief background associated with healthcare delivery at the Detention Center. Mr. Mitchell also described studying other North Carolina counties jail health service delivery for comparative purposes. The top reasons for recommending the RFP include: determine the correct expenditure level; obtain an accredited healthcare provider; maximize use of the facilities; provide comprehensive service delivery to include mental health services.

Questions and discussion followed resulting in requested changes within the RFP as follows: the initial contract term to be changed from one year to three years; remove the requirement that proposers must have an active contract with one or more county jails in the state; include language requiring a response specific to mental health service delivery; and, include language requiring full use of facilities including the infirmary. In addition, Mr. Mitchell stated that upon full Board of Commissioner approval the plan is to move forward with issuing the RFP immediately.

A draft RFP was provided for the finance committee meeting. For ease in validating the requested changes, the updated RFP is attached with changes highlighted in yellow. Minor grammatical changes made have not been highlighted. Dates will be inserted within the RFP prior to release.

RECOMMENDATION/PROPOSED ACTION:

Management recommends the Board of Commissioners accept the Finance Committee's recommendation of approval to move forward with the RFP process for health care delivery services at the Cumberland County Detention Center, as revised.

**Request for Proposals
By Providers for Contract for Delivery of Health Care Delivery Services
at the Cumberland County Detention Center (CCDC)
in Fayetteville, North Carolina**

Qualified Health Care Providers, as that term is defined in N.C. Gen. Stat. § 90-21.11, are invited to submit conforming proposals to deliver requisite health care services at the Cumberland County Detention Center in conformity with this Request for Proposal (RFP), applicable law, policy, and regulations.

In order to assure full complete and fair understanding and process, a **Mandatory Pre-Proposal Conference and Site Visit** will be conducted beginning **9:30 a.m.**

**TBD DATE, 2017 at the
Cumberland County Detention Center (CCDC)
204 Gillespie Street
Fayetteville, NC 28301**

The purpose of the pre-proposal conference which is, as stated, to commence at 9:30 a.m., TBD DATE, 2017 at the Cumberland County Detention Center (CCDC), is to allow prospective health care providers who are or may be interested in submitting a proposal to view the facility, the scope of work involved, and the nature of the work to be performed in the CCDC for the health care delivery services contract and to allow for questions concerning the work.

Attendance at the pre-proposal conference is required. The County of Cumberland will not consider any proposal from healthcare providers who do not attend this **Mandatory Pre-Proposal Conference**. As part of this pre-proposal conference, a site visit will be conducted of the detention center (CCDC).

Proposals for the contract will be received until 2:00 p.m., TBD DATE, in the Finance Department's Purchasing Office, in the Cumberland County Courthouse, Room 451, 117 Dick Street, Fayetteville, N.C.

Amanda Bullard
Purchasing Manager

**Request for Proposals
By Providers for Contract for Delivery of Health Care Delivery Services
at the Cumberland County Detention Center (CCDC)
in Fayetteville, North Carolina**

Sealed proposals endorsed **CCDC Health Care Delivery Services** are to be furnished pursuant to the Jail Health Care Plan for the County of Cumberland, adopted pursuant to N.C. Gen. Stat. § 153A-225 and consistent with the Request for Proposals with regard to such services, applicable law, policy, and regulations, will be received by the Cumberland County Purchasing Department in the Cumberland County Courthouse, Room 451, 117 Dick Street, Fayetteville, N.C. until 2:00 pm, TBD DATE. Proposals must arrive in the Purchasing Office by 2:00 pm, TBD DATE to be considered. The Purchasing Office is not responsible for delays in the delivery of mail by the U.S. Postal Services or private couriers or those rejected by the County mail system. It is the sole responsibility of the vendor to ensure that the bid reaches the Purchasing Office by the designated time and hour.

Instructions for submitting proposals and complete specifications may be obtained at the Cumberland County Finance Department's Purchasing Office, Room 451, Cumberland County Courthouse, 117 Dick Street, Fayetteville, N.C. 28301, (910) 678-7743, during regular office hours, Monday – Friday, 8:00 a.m. to 5:00 p.m. or by accessing the following URL: http://www.co.cumberland.nc.us/finance/bid_opportunities.aspx.

The County reserves the right to reject any and/or all proposals, to waive informalities in the proposals, and to choose the proposal that is in the best interest of the County.

A mandatory pre-proposal conference and site visit will be conducted at the Cumberland County Detention Center (CCDC), 204 Gillespie Street, Fayetteville, North Carolina, beginning at 9:30 a.m., TBD DATE.

Attendance at the pre-proposal conference is required and the County of Cumberland will not consider any proposal from firms, companies, persons or entities that do not attend this mandatory pre-proposal conference.

Amanda Bullard
Purchasing Manager

**Request for Proposals
By Providers for Contract for Delivery of Health Care Delivery Services
at the Cumberland County Detention Center (CCDC)
in Fayetteville, North Carolina**

Summary of Request for Proposals (RFP) for Contract for Delivery of Health Care Services (CCDC)

RFP Issued: _____, 2017
Questions Due: _____, 2017 at 12:00 pm EDT
Proposals Due: _____, at 2:00 pm local time

Cumberland County, North Carolina requests sealed proposals for a comprehensive, health care delivery system at the Cumberland Detention Center, located at 204 Gillespie Street, Fayetteville, North Carolina.

To be considered a valid proposal, each organization submitting a proposal ("Proposer") must submit at the requisite location on or before the date and time set for submission in three separate volumes: Volume I shall be submitted in one (1) original, seven (7) paper copies, and one (1) copy in portable document format via CD-ROM/PDF; Volume II shall be submitted in one (1) original, two (2) paper copies, and one (1) copy in portable document format via CD-ROM/PDF; and Volume III shall be submitted in one (1) original copy, two (2) paper copies, and one (1) copy in portable document format via CD-ROM/PDF. Proposals are to be submitted sealed in an envelope or package. Facsimile

transmission (fax machine) or e-mail proposals will not be accepted. The signature page that follows must be completed and included in each proposal.

Intent

It is the intent of Cumberland County to award a health care contract for an initial (3) three-year term beginning July 1, 2017 and ending June 30, 2020. Cumberland County intends to include in the contract a right to automatically extend the term of the contract for additional one-year terms, provided such extensions are in the best interests of the parties.

County's Right of Reliance and Right of Rejection

Cumberland County shall have the right to rely upon the proposal of any offeror as submitted, and such offer or proposal may not be withdrawn after submission without the agreement and consent of Cumberland County. Additionally, Cumberland County reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request For Proposals (RFP). Cumberland County will not pay for any information herein requested, nor will Cumberland County be responsible for any costs incurred by the Proposer. All proposals shall become the property of Cumberland County upon submission. Cumberland County reserves the right to negotiate the final price subsequent to the submission of proposals, from the selected qualified Proposers.

Questions

Questions concerning this RFP and any request to tour the facility subsequent to the pre-proposal conference must be directed to:

Amanda Bullard at email address CumberlandPurchasing@co.cumberland.nc.us

Pre-Proposal Conference

A mandatory pre-proposal conference is scheduled to respond to all inquiries with regards to this project and will be held at 9:30 a.m., TBD DATE, 2017 at the Cumberland County Detention Center, located at 204 Gillespie Street, Fayetteville, N.C. An onsite tour will immediately follow the conference. The pre-proposal conference may be the only opportunity for prospective vendors to visit the facility, unless the County in its discretion allows subsequent visits.

Selection Process

The selection of an awarded Proposer for contract will be made using the following three-step process:

1. In order to be initially selected, the Proposer(s) must meet the "Minimum Qualifications of the Proposers" as included in this RFP, and that proposal must satisfy both the "Mandatory Requirements For All Proposals" and the "Objectives of the RFP", also contained in this RFP.
2. After the conditions above are met, Proposer(s) will be ranked based on the quality of the response to this RFP, experience in jails of similar size and complexity, price, and references.
3. One or more of the Proposers may be invited to make oral presentations to a selection committee.

If a final award is made, such award will be made to the Proposer who meets the above stated selection sequences and is judged best able to provide a health care delivery system at the CCDC. The County reserves the right to award the bid to the Proposer who best fits the needs of the County, this may or may not be the lowest bidder.

Any and all exceptions taken by the Proposer must be listed and prominently displayed in proposal materials.

Proposals which do not meet the mandatory requirements will be considered non-compliant and rejected. After the evaluation of the proposals and the selection of the successful contractor, all Proposers will be notified in writing of the selected firm.

Minimum Qualifications for All Proposers

Cumberland County requires that any Proposer meet the following minimum qualifications. Failure to meet each of these qualifications may result in the Proposer's disqualification.

1. The Proposer must be organized and existing for the primary purpose of providing **health care services**, and must currently have active contract relationships with **one or more governmental entities** in the state of North Carolina.
2. The Proposer must have at least five (5) continuous years of corporate experience in **administering health care programs and providing such services**.
3. The Proposer must carry professional liability insurance in an amount of One Million (\$1,000,000.00) Dollars per occurrence and Five Million (\$5,000,000.00) Dollars in the annual aggregate. This insurance must cover the Proposer organization and all its employees, and Proposer must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Cumberland County as additionally insured must be submitted prior to execution of any contract. This certificate must name Cumberland County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the proposal.
4. Proposer must also provide insurance as set out in this RFP, but at a minimum, general liability insurance coverage of at least One Million (\$1,000,000.00) Dollars combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A certificate showing actual coverage limits must be submitted with the proposal.
5. The Proposer must demonstrate its ability to **provide health care services** specifically for a correctional facility substantially similar to the Cumberland County Jail. Proposer must be willing to sign a contract within 10 days of contract award date and be ready to begin services within 30 days from the contract award date or by July 1, 2017. Proposer must demonstrate that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation.

Mandatory Requirements for All Proposals

Proposals must be responsive to the form of the RFP. At a minimum all proposals must contain the following special information:

1. All proposals must contain sufficient information concerning the Inmate Health Care Program to the end that the County representatives may evaluate whether or not the Proposer meets "Minimum Qualifications For All Proposers" and the "Specifications."
2. All proposals must list by name, location and administrator name (with phone number) at least **five institutions** where Proposer is providing or has provided medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Proposer.
3. A statement that the policies and procedures for the medical program will be developed by the Proposer and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC) **and the American Correctional Association (ACA)**.
4. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at the jail. Also, the proposal must state clearly how any temporary vacancy will be handled, and whether each scheduled shift will be worked during such vacancy.
5. The proposal must explain in detail how medical care for inmates at the CCDC will be delivered.
6. All proposals must contain a specific annualized price for a base population of up to 884 inmates for all medical care rendered under the resulting contract, having due regard to the requirements of item no. 8, below. Proposer may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent

year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.

7. Each proposal shall describe how billing to Cumberland County will be handled, and the expected terms for payments by the County to the Proposer, and must provide for delivery of copies of the billing statements to the County and to those designated by the Sheriff as described in this RFP.

8. Cumberland County is willing to share responsibility for the costs of medical care in certain specific cost categories in order to assist the Proposer in predicting its costs and potential liabilities. All proposals must specifically state these limits of responsibility so proposed, and how Cumberland County would share in these costs after the cost limits have been reached.

The specific item or classification of cost and the Proposer's assigned responsibility for covering the cost for each item should be explained fully. The line items or categories of costs are listed below:

- Nurse, technician, aide wages and benefits
- Physician medical director on-site
- Any other on-site program provider (*e.g.*, dentist, etc.)
- Pre-admission screening, appraisal and testing
- Policies and procedures development
- Medical supplies
- IT (Information Technology)¹
- Minor equipment (over \$500 per single item or unit)
- Capital expenditures²
- Repairs to existing equipment
- Over-the-counter medications
- Clinical laboratory procedures
- Operation of the infirmary section of the CCDC
- Office supplies
- Folders and forms
- Travel expenses
- Long-distance telephone calls
- Publications and subscriptions
- Any necessary pharmacy licenses/permits
- Medical hazardous waste disposal
- All required insurance as specified in this RFP
- Administrative services (cell phone, fax machine, internet connection, etc.)
- Training for custody officers in the jail on various topics
- All other specific on-site medical services (**infirmary, hospital beds, etc.**)
- Off-site medical services
- On-site mental health services
- Off-site mental health services
- X-ray services on-site
- X-ray services off-site
- On-site dental services
- Off-site dental services
- Formulary prescription medications for county inmates
- Non-formulary prescriptions medications for county inmates

1 The Cumberland County Sheriff's Office may be willing to share the costs associated with the placement of equipment and employment of an information technology technician. All proposals must specifically state such costs and the percentage and amount of costs to be allocated to the CCSO and the Proposer respectively. The CCDC uses a Jail Management System (JMS) which is a part of and licensed through OSSI/Sungard.

2 Responsibility for Capital Expenditures – The Cumberland County Board of Commissioners (BOCC) shall be solely responsible for all Capital Expenditures at the facility; provided, however the BOCC shall be under no obligation to make any Capital Expenditures proposed by the Provider or Sheriff, and provided further that Provider shall have no liability for any claims, costs or damages arising out of a failure by the BOCC to make any capital expenditures. Notwithstanding the foregoing, Provider shall have the right (but not the obligation), upon notice to the BOCC, to make capital expenditures at the facilities for emergency repairs.

Each line item above must be assigned to a responsibility either for Proposer to pay, County to pay, or Proposer to pay with limitations, and if limited, then a reference to the proposal section where the limits are explained.

9. In order to better understand all of the working terms being proposed, the Proposer shall provide with its response to this RFP a sample contract for consideration, in case the Proposer should be awarded the contract. **The County reserves the right to accept or reject any such proposed contract and to negotiate any contractual terms of the contract to be entered for the Delivery of Health Care Delivery Services at the Cumberland County Detention Center (CCDC) in Fayetteville, North Carolina.**

10. Proposer must be willing to sign a contract within 10 days of contract award date and be ready to begin services within 30 days from the contract award date or by July 1, 2017.

Scope of Contract

The Proposer who is selected to provide the services described in this RFP shall be the sole supplier and/or coordinator of the health care delivery system at the contracted Cumberland County Detention Center (also referred to as CCDC or Jail). The scope of the contract shall include each of the substantive terms and conditions of this RFP relevant to the contract, particularly including, but not limited to the specific terms and conditions set forth above and those set forth below.

Proposer shall be responsible for all medical care for all inmates at the Jail. The term "medical care" also includes both "mental health care" as well as "dental care". This responsibility of Proposer for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the Jail and ends with the discharge (or temporary release) of the inmate from the custody of the County at the Jail.

Inmates housed in jails not covered under the terms of this RFP, or the resulting contract, will not be included in the Proposer's responsibility while they are housed at other facilities or while being transported. Inmates held in the Jail for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Proposer for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, dental procedures, and all off-site medically related consultations and procedures will be billed back to the originating agency, either by the County, the actual community agency providing the care, or by the Proposer.

Conditions and Terms Defining Scope

All proposers must submit a program based upon applicable state and NCCHC standards. The following services will be required:

Receiving/Screening

A preliminary health screening form shall be prepared by the Proposer in conjunction with the Sheriff or the designee of the Sheriff for use immediately upon each inmate's arrival, and the form shall be approved by the Proposer and the Chief Jailer or Jail Administrator. At a minimum, the screening must include:

- Current illnesses and health problems including tuberculosis as well as conditions, illness or issues specific to females
- Medications taken and special health requirements
- Screening of other health problems designated by the responsible physician
- Behavioral observation, including state of consciousness and mental status
- Notation of body deformities, trauma markings, bruises, lesions, eye movement/jaundice
- Condition of skin, including rashes and infestations
- Disposition, affects, or demeanor, if applicable
- Document referral of prisoners to qualified medical personnel for emergency treatment
- Notation, of personal physician, if any, and any medical needs
- Assessment of suicidal risk

- Assessment of need or potential need for other health services, including mental health

Health Appraisal

Proposer shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days, or such other stricter time limit as required by statute or controlling authority of the arrival of the inmate at the Jail or, if possible, sooner. Such assessment shall be performed by a qualified medical professional.

The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

- Review of intake screening forms
- Collection of additional data regarding complete medical, dental, psychiatric and immunization histories
- Appropriate laboratory and diagnostic tests to detect communicable diseases such as Venereal Disease and Tuberculosis
- Recording vital signs (height, weight, pulse, blood pressure, temperature)
- Physical examination (including a gynecological assessment must be included for females) with comments about mental and dental status
- Review of physical examination and test results by a physician for problem identification must take place
- Review of need or potential need for other health services, including mental health
- Initiation of therapy when appropriate
- Other tests, studies, and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays

Any abnormal results of the health appraisal shall be reviewed by a physician for appropriate disposition.

Sick Call

Routine diagnosis and treatment of minor health problems will be handled through the sick call system, using the kiosks (set by the commissary provider, currently, Oasis Commissary Services) in the housing areas designated for that purpose. Sick call shall be conducted daily by medical personnel. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement, including the segregation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.

Hospital Care

Proposer shall identify the need, schedule, and coordinate any hospital care of any inmate of the CCDC, and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This responsibility also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

Specialty Services

To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. The Proposer shall provide on-site specialty clinics (radiology, laboratory services, etc.) when feasible to reduce the number of off-site referrals. In the event an inmate requires the services of medical specialist, the Proposer shall make referral arrangements and coordinate the delivery of the specialists' visits off-site.

Emergency Services

The Proposer shall make provisions for 24-hour emergency medical care to inmates. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with the facility's administrative staff.

Ancillary Services

Routine laboratory and X-ray procedures to the extent reasonably available should be performed on-site at the facility when possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside providers. Proposer shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

Dental Care

The program to provide dental services to inmates shall include:

- Proposer will provide for basic dental services, including extractions, and dental hygiene services
- Dental screening and oral hygiene instruction performed on each inmate within 14 days of admission, unless a painful or dangerous condition of the inmate requires attention earlier
- Dental screening will include charting decayed, missing, and filled teeth, and taking a dental history for identifying problems
- A dental record will be maintained as part of an inmate's medical record

Pharmaceuticals

Proposer shall provide a total pharmaceutical system for the CCDC beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail.

Medical Linens and Waste

The successful Proposer shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of medical linens and contaminated waste resulting from its services including needles, syringes, medications, and other materials used in the treatment of inmates.

Medical Records

All inmates must have a medical record which is kept up to date at all times. The record shall accompany the inmates at all health encounters, and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will be controlled by healthcare personnel at all times and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by physicians, physician assistants, professional nurses or trained medical records clerks. Under no circumstances will inmates be allowed access to medical/dental records.

All procedures concerning the confidentiality of medical records shall adhere to all HIPAA regulations and the rules and regulations as established by the NCCHC.

Special Medical Programs – Chronic Care

For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

Health Education

In-service training for all health care staff to be conducted when requested and to include first-aid, CPR Training, etc.

Consultation Services

The Proposer shall provide a consultation service to the County on any and all aspects of the health care delivery system at the facility, including evaluations and recommendations concerning new programs, future architectural plans, staffing patterns for new or remodeled facilities, alternate pharmaceutical and other systems and on any other matters relating to this contract upon which the County seeks the advice and counsel of the Proposer.

Quality Assurance and Improvement

The Proposer shall institute and/or follow a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

Monthly Statistics

Narrative reports shall be submitted each month with data reflecting the previous month's activity by facility to include the number of:

- Inmates requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by dentist
- Inmates seen by psychiatrist
- Inmates seen by mental health counselor
- Infirmary admission, patient days, average length of stay
- Mental Health admissions
- Off-site hospital admissions to include ER and general physician referrals
- Medical specialty consultation referrals
- Intake medical screening
- Fourteen (14) day history and physical assessments
- Psychiatric evaluations
- Diagnostic studies
- Report of third party reimbursement, pursuit and recovery
- Pharmacy report of inmate population dispensed medication
- Inmates testing positive for venereal disease
- Inmates testing positive for AIDS or AIDS Antibodies
- Inmates testing positive for TB
- Inmate Mortality
- Number of hours worked by entire medical staff, specifying each post or shift
- Monthly off-site visits

Staffing

Proposer must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, including the current Jail Health Plan adopted by the Cumberland County Commissioners, the proposal selected, and the resulting contract. The successful Proposer must inform the Sheriff or his designee of the identity of the staff and cooperate in the performance and completion of the requisite background checks, and the like, as a prerequisite for such staff members to be able to enter or work in the CCDC. In order to maintain continuity in the proposal process and to ensure comparable staffing arrangements, the below staffing plan has been made. The County reserves the right to negotiate alterations to the suggested staffing plan after a provider, supplier or vendor has been selected for weekly and daily coverage as needed for:

- Medical Director
- Nurse Administrator
- Dentist
- Dental Assistant
- Mental Health Professional
- Additional nursing coverage to provide staffing 24 hours per day, 7 days per week.
- Medical Clerk
- Waste disposal, janitorial, cleaning

Personnel

The Proposer shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the State of North Carolina.

All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies of the Sheriff not inconsistent therewith.

Duration

The duration of this contract shall be from July 1, 2017 until June 30, 2020. Thereafter, this contract may be extended, upon agreement of the parties, for any number of subsequent one-year terms.

Nature of the Delivery System

The health care delivery system must conform to the Jail Health Plan Adopted by the Cumberland County Board of Commissioners, State standards for medical services provided in correctional institutions as established under the North Carolina Administrative Code or by statute. The system must be in substantial conformance with the Jail Health Standards developed by the National Commission on Correctional Health Care (NCCHC).

Proposer shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Proposer shall be required to render emergency care at any location on Jail property.

Proposer shall have no responsibility for security at the Jail or for the custody of any inmate at any time, such responsibility being solely that of the Jail. Proposer shall have sole responsibility in all matters of medical, mental health and dental judgment. Proposer shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff or other County Official and his staff shall support, assist and cooperate with Proposer, and Proposer shall support, assist and cooperate with the Sheriff or other County Official whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment remain the responsibility of the Proposer.

Insurer

Proposer must also provide general liability and professional liability insurance coverage of at least One Million (\$1,000,000.00) Dollars combined single limits coverage, as well as automobile liability in the same coverage limits for owned, non-owned, and rented automobiles. A certificate of insurance naming Cumberland County as additionally insured must be submitted prior to execution of any contract. A sample certificate showing actual coverage limits must be submitted with the proposal.

Policies

Policies and Procedures of the Proposer relating to medical care are to be established and implemented solely by the Proposer. In areas that impact upon the security and general administration of the Jail, the Policies and Procedures of the Proposer are subject to review and approval of the Sheriff, Chief Jailer or his or her designee for Cumberland County.

The Sheriff (or Chief Jailer) or other designated County Official retains the right to review and approve Policies and Procedures of the Proposer in any area affecting the performance of his, her or its responsibilities under law.

No Assignment

Neither the obligations nor the rights of the Proposer under an award under this RFP or any resulting contract may be assigned by the Proposer without the express written consent of the Sheriff of Cumberland County and the Cumberland County Board of Commissioners, whose consent shall not be unreasonably withheld.

Situs - Governing Law

The resulting contract shall be governed by and construed according to the laws of the State of North Carolina, and any dispute related to or arising out of such contract shall be subject to the jurisdiction and venue of the Superior Court Division, Twelfth Judicial District, North Carolina and the appellate courts of this State, and no other place forum or venue.

Specific Terms and Conditions

The RFP and the contract arising from this RFP shall provide for medical care for prisoners (for purposes of this RFP the terms prisoner, inmate and detainee are used interchangeably) in the facility. The proposal and the resulting contract shall:

- (1) be designed to protect the health and welfare of the detainees or prisoners and to avoid the spread of contagious disease;
- (2) provide for medical supervision of detainees or prisoners and emergency medical care for prisoners to the extent necessary for their health and welfare;
- (3) provide for the detection, examination and treatment of detainees or prisoners who are infected with tuberculosis or venereal diseases; and
- (4) provide for the adoption, assistance to the Sheriff and the County in the continued development, improvement, and implementation of the Cumberland County Jail Health Plan.

The terms and conditions heretofore set out in this RFP, and those following in this RFP in its entirety, shall apply to this RFP and the resulting contract. *Inter alia*, the following terms and conditions apply:

It is the policy of the County of Cumberland that a County employee, officer or agent of the County may not participate in personal services or construction in which Proposer or any member of his immediate family, business partner or any organization in which he, she or they serve as an officer, director, trustee or employee, or in which he, she or they may have or has a financial interest.

The successful Proposer shall comply with applicable law, regulation, and policy, including, but not limited to, The Fair Labor Standards Act, and the Equal Employment Opportunity Act. The Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or handicap, political affiliation or national origin.

The Proposer shall comply with, and ensure its subcontractors comply with, all local, state, and federal laws, regulations and policies relating to safety and health and employment. Having due regard to the foregoing, the awarded Proposer shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under the agreement resulting from this RFP, including, but not limited to, the provisions of Chapters 14, 15A, 122C, 143, 153A, and 162 of the North Carolina General Statutes, the United States Code, and regulations as well as applicable ordinances and including, but not limited to:

- **ADA Compliance/Non-Discrimination/Anti-Retaliation.** Without limiting the generality of the foregoing, the parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504, of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1990 (ADA), Chapter 168 of the North Carolina General Statutes and all requirements imposed by the requisite Federal regulations, rules and guidelines issued pursuant to these Titles with respect to such Proposer.
- **E-verify Compliance.** The Proposer shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and the terms of N.C. Gen. Stat. § 143-133.3. Without limiting the generality of the foregoing, the Proposer as an employer shall comply with and certify that continued compliance with the provisions of N.C. Gen. Stat. § 64-26, and verify the work authorization of the contractor's employee through E-Verify. Further, such employer shall retain the record of the verification of work authorization required by such provision of law while the employee is employed and for one year thereafter, and shall make such certification and offer such proof of compliance as may reasonably be required.
- **Iran Divestment Act Certification.** N.C. Gen. Stat. § 143C-6A-5(a) requires that a vendor, contractor, or bidder provide a certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina establishing that the party to the contract, the vendor or bidder is not listed on the Final Divestment List created or maintained by the State Treasurer pursuant to N.C. Gen. Stat. § 143C-6A-4. The certification is required at the following times: (1) when a bid is submitted; (2) when a contract is entered (if the certification was not already made when the vendor made its bid); and (3) when a contract is renewed. Additionally, N.C. Gen. Stat. § 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any

subcontractor found on the State Treasurer's Final Divestment List, and must so certify. Accordingly, any such Proposer shall be obligated to make the required certification, and, in particular, but without limitation, by making a responsive bid to this RFP hereby certifies that the Proposer is not listed on the Final Divestment List created or maintained by the State Treasurer pursuant to N.C. Gen. Stat. § 143C-6A-4, and has not, does not, will not and must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

Cumberland County shall not be responsible for any injury to the entity submitting an accepted proposal, that is, the successful Proposer's (hereinafter referred to as "Proposer") employees, sub-proposers or to third parties caused by the Proposer's agents, servants or employees. Therefore, the Proposer agrees to the terms in this RFP of and to incorporate the below indemnification, waiver, release and hold harmless agreement into any proposal and/ or agreement entered into by the Proposer and the County and furthermore, the Proposer agrees that the following language shall be included in the "hold harmless" and "insurance" provisions of the contract arising from this RFP:

Hold Harmless Agreement:

The Proposer does hereby waive, release and agrees to protect, defend and indemnify, and hold the County of Cumberland and its Commissioners, Officers, Employees, Officials and agents free and harmless from and against all claims, demands, actions, causes of action, damages, charges, loss, penalties, settlements, liabilities and expenses, including but not limited to attorney's fees, arising out of or arising wholly or in part due to any act or omission of the Proposer or his employees, in the execution, performance, or failure to adequately perform the obligations pursuant to this Agreement with Cumberland County, and agrees to advance such costs, expenses or the like as may be deemed by the County through its Commissioners, Officers, Employees, Officials and agents (including attorneys) to be necessary or appropriate from time-to-time to defend or indemnify the County and its Commissioners, Officers, Employees, Officials and agents with regard to such matters.

Certain Other Express and Implied Warranties

By submitting a proposal, each proposing provider, and, in particular, without limiting the generality of the foregoing, the successful Proposer in addition warrants and guarantees to the County of Cumberland that Proposer's company complies with all federal, state and local laws regarding the providing of health care services and shall comply with all terms and conditions of this RFP with respect to the contract for the provision of health care services.

The entity selected by the County of Cumberland shall operate as an independent business, and the County shall not be responsible for any of the Firm's acts or omissions. The Proposer agrees to hold the County harmless from and against any and all claims, expenses (including attorney's fees), costs or liability for acts or omissions of the Proposer.

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

The successful Proposer shall not be treated as an employee of the County (of the Sheriff) 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 successful Proposer agrees that nothing in the Agreement with the County shall be construed as waiving any and all governmental immunity provided to the County or the Sheriff under applicable law.

The Proposer further agrees to investigate, handle, respond to, provide a defense for and defend any such claims, and the like, at the Proposer's sole expense and Proposer agrees to bear all other costs and expenses related to any such claim, even if such claim is groundless, false or fraudulent.

Submission of Proposals

As outlined in this RFP, Proposals shall be submitted at the requisite location on or before the date and time set for submission in three separate volumes: Volume I shall be submitted in one (1) original, seven (7) paper copies, and one (1) copy in portable document format via CD- ROM/PDF; Volume II shall be submitted in one (1) original, two (2) paper copies, and one (1) copy in portable document format via CD-ROM/PDF; and Volume III shall be submitted in one (1) original copy, two (2) paper copies, and one (1) copy in portable document format via CD-ROM/PDF. Proposals are to be submitted sealed in an envelope or package. Facsimile transmission (fax machine) or e-mail proposals will not be accepted. The signature page that follows must be completed and included in each proposal. Required content is detailed on pages 34 – 43.

Any and all questions regarding this document must be emailed to the Purchasing Manager at CumberlandPurchasing@co.cumberland.nc.us by TBD TIME, DATE, 2017, written responses to all inquiries received by this date and time will be made available to all recipients of this proposal. Any oral responses made by any representative of the County may not be relied upon. Any supplements or amendments to this Proposal will be in writing and furnished to potential Proposers.

Pursuant to Chapter 55, and in particular, Article 15 of the North Carolina General Statutes, entitled Foreign Corporations, Chapter 55B, entitled Professional Corporation Act, the successful Proposer must have and furnish proof of the authority to provide Healthcare Services in the State, according to such statutes and pursuant to Chapter 90 of the North Carolina General Statutes, and, in the event that the successful Proposer is not a domestic corporation or other business entity of this State, then, the successful Proposer must have on file with the Secretary of State of the State of North Carolina a Certificate of Authority to transact business in this state.

It is the expectation of Cumberland 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.

Each proposer shall execute, as an introduction to its proposal a certificate in substantially the following form:

**Response to Request for Proposals
For Delivery of Health Care Delivery Services
at the Cumberland County Detention Center (CCDC)
in Fayetteville, North Carolina**

The undersigned and the entity which the undersigned represents each hereby certifies that this proposal is made in good faith in response to the Request for Proposal Propounded by the County of Cumberland and without collusion with any other person involved with the Request for Proposal or in connection with any person or entity bidding on this contract or with any officer or employee of the County of Cumberland, and accepts and agrees to its terms and conditions.

The undersigned further agrees that in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, political affiliation or national origin.

Company (as identified with the Office of the Secretary of State of North Carolina)

Authorized Signature

Typed Name and Title

Federal Identification #

Mailing Address (P.O. Box or Street) City, State and Zip Code

Telephone Number

Fax Number

E-Mail Address

Explanation of Terms: Applicable Definitions

Access to Care: Access to care means that, in a timely manner, a patient can be seen by qualified medical personnel, be given a professional clinical judgment, and receive care that is appropriate and/or ordered.

American Correctional Association (ACA), Performance-Based Standards for Adult Local Detention Facilities Accreditation \ ACA Accreditation: ACA represents standards for improved management, a defense against lawsuits through documentation and the demonstration of a “good faith” effort to improve conditions of confinement, increased accountability and enhanced public credibility for administrative and line staff, a safer and more humane environment for personnel and offenders, and the establishment of measurable criteria for upgrading programs, personnel, and the physical plant on a continuing basis. CCDC previously had been ACA accredited, but as of the date of the RFP, did not possess ACA accreditation.

Appropriate: Appropriate means requisite, suitable or fitting for a particular medical purpose, necessary medical event, person, or occasion.

BOCC: Board of County Commissioners is the authorizing official empowered to award, cancel or terminate contracts on behalf of Cumberland County.

Bridged-Cost-Sharing: Bridged-cost-sharing is relative to outside medical expenses and is the dollar threshold(s) proposed by the Proposer where costs are either exclusively incurred by the Proposer, and/or shared by the Proposer and County. For example, total annual costs may be proposed where the Proposer incurs costs up-to-a-point; afterwards there is a percentile of cost sharing between the Proposer and County; and subsequently a cap to costs where the County takes on full cost responsibility. This strategy is defined to give potential Proposers opportunities to be competitive in proposing cost structures to the County. Proposers must include such cost strategies when determining outside medical price offer.

Capital Expenditures: The capitalization threshold shall be Five Thousand (\$5,000.00) Dollars and Seven Thousand Five Hundred (\$7,500.00) Dollars for capital improvements. The threshold will be applied individually and not to groups of items. The useful life must be greater than one year following the date of acquisition to be considered a capital expenditure.

Complex Health Care: Complex is characterized by involved interactions with a multitude of managed medical incidents within a correctional organization.

Contract Award: The date the contract is fully executed by the Cumberland County Board of Commissioners.

CCDC: Cumberland County Detention Center located at 204 Gillespie Street, Fayetteville, NC 28301.

CCSO: Cumberland County Sheriff’s Office with Offices located at 131 Dick Street, Fayetteville, NC 28301.

County: Refers to Cumberland County, North Carolina, with offices located at 117 Dick Street, Fifth Floor, Fayetteville, NC 28301, as well as the Sheriff of the County of Cumberland.

Emergency: Any significant disruption of normal facility procedure, policy or activity caused by inmate disturbance, work or food strikes, food borne illness, escape, fires, natural disasters, medical or mental health crisis or other serious incidents.

Established Corrections Provider: A private corporate entity (including a limited liability company) which for a period of at least ten (10) years or more, operates a prison, jail, or detention center in a place in which individuals are physically confined, where these individuals are interned by a Local, State or Federal agency or under contract by a third party that must be either a State or Federal government agency.

Health Screening: A procedure for each newly admitted inmate that combines visual observation with an interview to obtain relevant information about the inmate's physical and mental health.

Health Services Administrator (HSA): A person who, by virtue of education, experience, or certification, is capable of assuming responsibility for arranging all levels of health care and assessing quality and accessibility of health services for inmates.

High-Cost: A high cost is one in which an outlay or expenditure of money paid to acquire a medical procedure has a great or considerable reach beyond budgetary constraints and/or exceeds Medicare rates associated with American Medical Association Current Procedural Terminology (CPT®).

High-Risk: A high risk is one in which some condition or conditions place an inmate patient at higher-than-normal risk for complications during or after an intended medical procedure.

Infirmary: For purposes of this RFP and contract, infirmary refers to the special care unit or the section of the medical care services facility of the CCDC containing hospital beds and equipment and serving as a dispensary and place for the care of the infirm, sick, or injured.

Inmate: An individual confined under the auspices and authority of the CCSO or under order, judgment, commitment or directive of a Court of Competent Jurisdiction. (The term inmate shall for these purposes include a detainee or prisoner.)

Juvenile: A youth, under the authority of the juvenile court, who is between the ages of at least 6 but younger than 16 years who has allegedly broken the law and is being detained in a secure residential facility awaiting a court hearing and/or placement. (A juvenile is not a youthful offender as that term is defined below.)

LEC: Cumberland County Law Enforcement Center located at 131 Dick Street, Fayetteville, NC 28301.

Licensed Independent Practitioner (LIP): A physician, physician assistant, advance registered licensed nurse practitioner, dentist, and psychiatrist, who is credentialed, licensed and practices in accordance with the State scope of practice.

Lockdown: Inmates locked in their assigned cells.

Medical Record: A record of medical symptoms, observations, assessments, plans, problems, examinations, studies, diagnoses and treatments kept in a manner, which serves the medical care delivery.

National Commission of Correctional Health Care (NCCHC) Accreditation: NCCHC accreditation is a process of external peer review in which NCCHC, an independent organization dedicated to supporting and improving correctional health care, grants public recognition to detention and correctional institutions that meet its nationally recognized Standards of Health Services. Through accreditation, NCCHC renders a professional judgment on the effectiveness of a correctional facility's

health services delivery system and assists in its continued improvement. CCDC, as of the date of the RFP, did not possess NCCHC accreditation.

NTP or Notice to Proceed: is written notice to begin service in accordance with contract award.

Offeror or Proposer: The terms offeror and proposer for purposes of this RFP are deemed to be synonymous and to refer to any respondent to this RFP seeking an award of the contract pursuant to proposals by providers for the delivery of health care services at CCDC.

OSCAR: On-Site Contract Acquisitions Reviewer is one or more employee or employees of the CCSO/CCDC designated by the Sheriff and authorized to perform certain functions on behalf of the Sheriff; conducts oversight of the Proposer's performance; and certifies that services were performed in accordance with the contract. The OSCAR (which may include one or more persons) may also serve as the contract officer and/or technical representative.

Performance Work Statement (PWS): Describes the requirements in terms of measurable outcomes rather than prescriptive methods.

Permanently Released From Custody: When an inmate is released pursuant to an order setting conditions of release with respect to which there has been fulfillment of conditions or when an inmate is ordered released from sentence obligation, or pre-trial custody, the inmate is permanently released, meaning the inmate ordinarily will not physically return to the jail unless again arrested or by order for confinement by some judicial intervention.

Preadmission certification: Preadmission certification is an authorization for hospital admission given by a health care provider to the designated on-site Clinical Director prior to the inmate's hospitalization. Failure to obtain a preadmission certification in non-emergency situations reduces or eliminates the County obligation to pay for services rendered and the associated cost may be removed from the aggregated outside medical cost totals.

Qualified Medical Personnel: Are persons who provide health care, *viz.*, medical services to inmates and who are licensed, certified, registered, or approved, in accordance with state law. It includes persons who provide limited medical service under supervision as permitted by law.

Qualified Mental Health Professional: A psychiatrist, psychologist, psychiatric social worker, psychiatric nurse or other that is a professional individual who by virtue of their education, credentials and experience are permitted by law to evaluate and care for the mental health needs of inmates.

Questionable Efficacy: Questionable efficacy is when the capacity for producing a desired result or effect is doubtful in that it does not meet a level at which an ordinary, prudent professional having the same training and experience in good standing in a same or similar community would practice under the same or similar circumstances.

Responsible Health Authority: Responsible health authority is the individual or entity designated as having responsibility for health care services.

RFP: Request for Proposal (the singular includes the plural).

The Joint Commission Accreditation - Ambulatory Care: The Joint Commission provides evidence of quality patient care strengthening community confidence, demonstrating to patients that ambulatory service, which is necessary and adequate, is commensurate to the community standards. The CCDC, as of the date of the RFP, does not possess The Joint Commission accreditation.

Use of Force: A Detention Officer, as part of his or her normal duties, will encounter from time to time various levels of subject resistance. The reasons for this resistance vary with each incident. Resistance can be physical, verbal, and even psychological in nature. The Officer may use the least intrusive force in the performance of duty, when necessary to preserve the peace, prevent the commission of offenses, or prevent suicide or self-inflicted injury. Use of force must be properly recorded and applied consistent with the policy of the Sheriff.

Youthful Offender: A youth, as distinguished from a juvenile, under the authority of the court, who is between the ages of 16 to 18, who has allegedly broken the law and is being detained at the CCDC awaiting a court hearing and/or trial.

INTENT

The County of Cumberland in association and concurrence with the Cumberland County Sheriff's Office (CCSO) intends to make award to a responsible entity for the provision of Health Care Delivery Services as set forth in this solicitation and the resultant contract.

The County will accept proposals in response to this solicitation made by the Proposer(s) at the times and in the manner prescribed by this RFP.

The County intends to award a contract resulting from this solicitation to the responsible Proposer whose proposal is most consistent with and adherent to the policies of the Sheriff and which represents the best value after evaluation in accordance with the factors in the solicitation. In this competitive procurement environment, Proposer(s) may submit a proposal for at least the components stated in this RFP as well as any additional components that the Offeror(s) or Proposer may wish to offer. A proposal may be rejected if it is determined that it is non-compliant with the RFP or the policies of the Sheriff or poses an unacceptable risk to the County.

The County welcomes Proposers who can propose innovative ideas for management of the health care delivery services using cost containment strategies. Proposers are also encouraged to offer pricing options and optional programs that will maximize efficiencies in health care: *e.g.*, identify measurable, sustainable cost savings; controlling costs, such as using negotiated rates with local community hospitals; using an alternative medication program; proposing staffing patterns, including telemedicine strategies necessary and adequate to meet the performance requirements; managing inpatient admission, utilizing formularies to control and monitoring pharmaceutical costs; and utilizing data trends of healthcare outputs to reassess cost saving opportunities. Therefore, the Proposer's initial proposal should contain the Proposer's best terms from a cost or price and technical perspective. The County reserves the right to withhold or to make a contract award.

Background

Cumberland County Detention Center (CCDC): The CCSO is the constitutionally established office having the responsibility for the CCDC at 204 Gillespie Street, Fayetteville, North Carolina. The CCDC is a 354,000 square foot modern detention facility that provides institutional detention housing to both male and female inmates. The CCDC protects the citizens of Cumberland County by confining offenders in the controlled environment that is safe, humane, cost-efficient, appropriately secure, and that provides self-improvement opportunities to assist offenders in becoming law-abiding citizens.

The total capacity of the CCDC is 884 inmate beds with a current average daily population of 745; the average length-of-stay is approximately 15 days.³ There are 16 housing pods; each with a medical exam room either within or immediately adjacent to each pod. History of medical inmate-patient encounters are detailed in **Schedule A**, **Schedule B**, and **Schedule C**.

CCDC offers sufficient and suitable space, unless otherwise stated, for maintaining a safe and adequate health care delivery system within the facility. The infrastructure used in support of the medical mission includes the following: pharmacy; storage rooms; dental operations, dental storage, dental x-ray room; medical lounge; ice machine room; x-ray room; medical records; nurses station; waiting area; mental health office; nursing supervisor office; administrative assistant office; health administrator office; physician and nurse practitioner office; sick call room; examination room; infirmary or special care unit to include 8 rooms with 2 pressure rooms and bio-hazard room.

³ Average length of stay is, of course, based upon the total number of persons taken into and submitted to and remaining in the custody of the CCDC on an annual basis. Average length of stay may in actuality be affected depending upon the nature of the offenses. Those persons charged with class A or B felonies will, of course, be housed in the detention center awaiting trial for substantially greater periods of time, including persons who are housed for a year or more than one year pending disposition of those inmates cases.

Examination and treatment rooms for screening, medical, dental, and mental health care are large enough to accommodate necessary equipment/ fixtures; to allow for visual/auditory privacy; and have access to hand washing facilities in accordance with OSHA regulations. There is adequate office space for the storage of medical records, administrative files, and workspace.

In meeting the health care needs of a growing inmate population, the County of Cumberland currently provides health care through the Cumberland County Health Department in order to provide necessary and adequate medical, eye, dental and mental health services to inmates within a detention environment. There are no current Court mandates or other legal interventions in force at the CCDC.

Medical services in a detention environment present unique challenges not encountered by practitioners elsewhere. On occasion, there may be an incompatibility between medical and detention guidelines; conflicts related to medical care should be resolved, as far as practical, in favor of medicine. At the same time, the healthcare provider must be part of the CCDC's detention team. It is the goal of this solicitation to establish a contractual agreement fostering a venture which although not legally a partnership, but one which in many respects functions as a "partnership" that provides for a positive contribution in meeting the overall mission at the CCDC. CCDC's health care mission is to deliver medically necessary and adequate health care to inmates that are cost-effective in accordance with proven standards of care without compromising public safety concerns inherent to the Sheriff's Office mission which is in substantial part:

To ensure the security of life and property, prevent crime and disorder, and enforce the laws of North Carolina and the United States.

Insurance Requirements

The terms and conditions of this RFP and contract require the successful Proposer to maintain in full force and affect the following insurance or bonds:

A. Commercial General Liability Insurance:

The Proposer shall maintain an occurrence version of a commercial general liability insurance or equivalent form with a limit of not less than One Million (\$1,000,000.00) Dollars each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than five times the occurrence limit. Such insurance shall:

- 1) Include Cumberland County, its officials, officers and employees as insureds with respect to performance of the services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insured.
- 2) Be primary with respect to any insurance or self-insured retention programs covering Cumberland County, its officials, officers and employees.

B. Business Automobile Liability Insurance:

The Proposer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million (\$1,000,000.00) Dollars each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers Compensation and Employers Liability Insurance:

The Proposer shall maintain workers compensation insurance with North Carolina statutory limits and employer's liability insurance with limits of not less than One Million (\$100,000.00) Dollars each accident.

D. Blanket Employee Dishonesty Bond:

The Proposer shall maintain a bond to protect against dishonest acts committed by the Proposer employees. The minimum limit of this bond shall be Five Hundred Thousand (\$500,000.00) Dollars applicable to all loss caused by or involving one or more employees, whether the result of a single act or a series of acts. Cumberland County shall be added to the bond as an obligee.

E. Theft, Disappearance, and Destruction Crime Insurance:

The Proposer shall maintain coverage applicable to loss or damage to medicines, implements, food stuffs and equipment within any cart, cabinet, bin, vault, or while inside or outside the Proposer’s premises, and in the Proposer’s care, custody, and control. The minimum limit of this policy shall be Five Hundred Thousand (\$500,000.00) Dollars inside the premises and Fifty Thousand (\$50,000.00) Dollars outside the premises. Cumberland County shall be included as an additional insured/loss payee.

F. Professional Liability Insurance:

The proposing entity must carry professional liability insurance in an amount of One Million (\$1,000,000.00) Dollars per occurrence and Three Million (\$3,000,000.00) Dollars in aggregate. If “claims made” is provided, five-year “tail” coverage must be in force.

Decisional Rule

The decisional rule criteria require that the proposal(s) must clearly demonstrate that, at the time of submission, unless otherwise stated, the Proposer meets each criterion and all the following. Only those proposals, which meet the criteria, shall be evaluated, and the following criteria will be evaluated on a “meets”/“fails to meet” basis.

Criteria for CCDC Health Care Delivery Services:

1.	The Proposer’s submitted proposal must be in compliance with the conditions, terms and standards set out for a compliant proposal under the terms of the RFP.
2.	The Proposer submitting the proposal must have submitted proof of legal authority to operate the service(s) in the state of North Carolina, County of Cumberland, which for these purposes, shall include, among other things, compliance with State licensing requirements, proper credentialing, business license or copy of an application for certificate of authority from State of North Carolina Department of the Secretary of State.
3.	The Proposer must be organized and existing for the primary purpose of providing health care services; or be an established Private Correctional Provider who administers both medical and mental health care in a correctional environment.
4.	The Proposer must have corporate capability. Each proposing company must demonstrate minimum revenues of \$1,000,000.00 for the previous twelve (12) months.
5.	The Proposer must have <i>bona fide</i> experience in providing institutional health care services in the detention or correctional health care setting.
6.	The proposal must be, and the Proposer must affirm, that it is in compliance with NCCHC standards.
7.	The Proposer must attend, that is, the Proposer must have representation at the pre-proposal conference on the specified date.
8.	The Proposer must affirmatively state and demonstrate the willingness and ability to comply with the specified standards, terms, and conditions expressed in the RFP and the Proposer’s agreement to incorporate and adopt such standards, terms and conditions into the contract.
9.	Without limiting any of the foregoing, the Proposer must affirm its ability and willingness to seek and to obtain and maintain ACA accreditation.
10.	The Proposer submit a deposit of cash, cashier’s check, or certified check payable to the County of Cumberland in or with a bank or trust company with offices in Cumberland County, North Carolina, insured by the Federal Deposit Insurance Corporation in an amount equal to and not less than five percent (5%) of the first year of the proposal. In lieu of making the cash deposit as above provided, such Proposer may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bond, conditioned that the surety will upon demand forthwith make payment to the obligee upon said bond if the fails to execute the contract in accordance with the bid bond and upon failure to forthwith make payment the surety shall pay to the obligee an amount equal to the amount of said bond. The deposit shall be retained if the successful Proposer fails to execute the contract within ten days after the award or fail to give satisfactory surety as required here. Facsimile transmission of bid bonds are not acceptable.
11.	The Proposer must affirm and demonstrate its ability to submit a Performance Bond in the amount of twenty-five percent (25%) of the amount of the bid which will be required within fourteen (14) working days of notice of award for the faithful performance of the contract and to indemnify the County against

	loss, premiums to be paid by the supplier. The surety must be a substantial surety company satisfactory to the County and authorized by law to do business in the State of North Carolina, and endorsed by a local representative of such surety company.
12.	The Proposer must have insurance or demonstrate insurability commensurate with the types and amounts of insurance contemplated in the RFP
13.	The Proposer must demonstrate its ability to provide services in accordance with the performance work statement and the Proposer's financial history. The County reserves the right not to award to a Proposer who fails to demonstrate financial ability to provide the services accordingly.
14.	The Proposer must have the ability for immediate contract start-up on July 1, 2017.
15.	The Proposer must state and demonstrate a willingness and ability to cooperate with the CCDC staff and a responsiveness to the needs of the inmate population and to the requests for assistance from CCDC staff members.
16.	Demonstration of Acceptability of Proposer, its employees, agents and contractors to the Sheriff is required. The Proposer must comply with the Sheriff's policies and standards as well as the provisions of the North Carolina Administrative Code applicable to jail healthcare. Any employee, prospective employee, applicant, agent or contractor of the Proposer may be barred from entry into or providing services in the CCDC if unable to satisfy the Sheriff of his, her or its, ability to demonstrate compliance with the Sheriff's standards related to criminal history, conduct, or the like.

Evaluation Factors

The contract entered as a result of this RFP shall incorporate the scope of contract, general and specific conditions of this request for proposal, performance work statement and specifications contained throughout this document, as well as agreed modifications, if any, contained in the accepted proposals. If there is any conflict or disagreement in the language or obligations contained in the contract, the general terms of conditions, specific terms and conditions, performance work statement or specifications, then the language and/or obligations contained in the contract issued by the County governs criteria for delivery of health care services and the evaluation factors set out in these documents.

The Proposer must demonstrate its ability to provide services in accordance with the performance work statement and the Proposer's financial history. The County reserves the right not to award to a Proposer who fails to demonstrate financial ability to provide the services accordingly. In addition, the Proposer must have the ability for immediate contract start-up on July 1, 2017.

Evaluation Factors CCDC Health Care Delivery Services		
Factors	Description	Points
Price	In the evaluation of price, the Proposer proposing the lowest price will receive the maximum points available under the price factor. The second lowest Proposer's price will be divided into the lowest Proposer's price to establish a percentage. The percentage will be multiplied by the maximum available points allotted to the price factor. The County may evaluate price against benchmarks utilizing Medicare reimbursement methodologies to determine reasonableness and value. The County reserves the right to reject any proposals whose price is determined unreasonable or inflated.	30
Past Performance and Experience	Each Proposer will be evaluated on its performance under existing and prior contracts for similar services in similar populations; such as health care for adults in population environments exceeding 500persons; and health care for such institutions or facilities and persons. Performance information will be used in evaluating proposals and for responsibility determinations. The evaluation will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the Proposer may be contacted. Information utilized may be obtained from the references listed in the proposal, other customers known to the County or of whom it becomes aware, consumer protection organizations, and any others who may have useful and relevant information. Information may also be considered regarding significant sub-Proposers, corporate personnel and essential personnel. Past Performance and Experience will be	15

Evaluation Factors CCDC Health Care Delivery Services		
	<p>examined to ensure corrective measures have been implemented where problems in performance have occurred. Prompt corrective action in isolated instances may not outweigh overall negative trends. Past performance will be evaluated to determine the level of quality, business relations and customer satisfaction the Proposer has delivered during its performance of prior and existing contracts for similar services (e.g. accreditation of operation, quality control of services delivered, responding to and resolving potential problems, etc.). The Proposer will receive greater consideration for demonstrated experience in the delivery of complex health care and bridge-sharing-cost strategies in correctional facilities. The evaluation team will rate Proposer's past performance and experience by assigning a value of zero (0) through ten (10), with ten representing "outstanding overall performance and experience" and zero representing "non-responsive." The second highest value will be divided into the highest value to establish a percentage. The percentage will be multiplied by the maximum available points allotted to the past performance factor.</p>	
<p>Technical and Management</p>	<p>Technical proposals will be evaluated to determine the soundness and anticipated effectiveness of the Proposer's approach to performing the tasks identified in the RFP. The evaluation team will rate each technical proposal with a value of zero (0) through one-hundred (100), with one-hundred representing "demonstrates a high likelihood meeting PWS" and zero (0) representing "demonstrate the lowest likelihood meeting PWS." The second highest value will be divided into the highest value to establish a percentage. The percentage will be multiplied by the maximum available points allotted to technical factor.</p>	<p>30</p>
<p>Acceptability to the Sheriff</p>	<p>Each Proposer will be evaluated on its acceptability to the Sheriff. Factors involved in this determination include, the Proposer's willingness and demonstrated ability to understand the operations of the Detention Center, the Sheriff's Duties and responsibilities, the Sheriff's Goals and Policies as well as the applicability of the North Carolina General Statutes and the North Carolina Administrative Code, and those standards of law with which the Sheriff has elected to comply (e.g., the Prison Rape Elimination Act). The Offer must demonstrate that the Offering Entity and the officers, directors, employees, agents or contractors of the entity are acceptable to the Sheriff, can pass the requisite background investigations, and can and will cooperate fully with the Sheriff and the employees of the Sheriff in delivering health care services at the CCDC.</p>	<p>25</p>

Content of Proposals

Proposals must contain the required information as set out in the RFP and particularly the information necessary to satisfy the criteria under the Decisional Rule and as reflected in the Evaluation Factors. Also, the Proposer must declare in a separate cover letter that the Proposer is bidding for the award of a contract for the delivery of Health Care Services for the CCDC.

In addition, the Proposer must identify the contact person (Authorized Negotiator) with all authority to obligate the Proposer (including all contact information such as business address, email address, and telephone number).

Electronic copies of the proposal(s) are to be submitted on Compact Disc (CD-ROM) in searchable text recognized Portable Document Format (PDF).

Proposals shall be submitted in three separate volumes:

Volume I shall be submitted in one (1) original, seven (7) paper copies, and one (1) copy via CD-ROM/PDF;

Volume II shall be submitted in one (1) original, two (2) paper copies, and one (1) copy via CD-ROM/PDF; and

Volume III shall be submitted in one (1) original copy, two (2) paper copies, and one (1) copy via CD-ROM/PDF.

Volume I – Content of Technical/Management Proposal

The Proposer’s Technical/Management Proposal submitted in response to this solicitation must be specific and complete, illustrating in detail the Proposer’s interpretation of and conceptual approach to accomplish tasks required by the services’ Performance Work Statement and Solicitation.

The Technical/Management Proposal should evidence the Proposer’s proposed methodology and techniques for performance, Technical/Management resources, experience, and background, as well as unique or specialized skills and expertise of the Proposer’s organization and personnel to be utilized in accomplishing contractual requirements.

Volume I Technical/Management Proposal must at least, but not limited to, addressing the below areas. In addition to the below information, the Proposer must also provide all current and applicable policies/procedures/clinical protocols which represent the company’s approach to meeting medical services in electronic format; CD-ROM/PDF. These documents must either be combined into one PDF Portfolio or in a combined PDF file; electronically.

The Technical/Management Proposal shall identify the services being bid, and include the following (applicable to the services bid):

CCDC Health Care Delivery Services	
Major Heading	Sub-Heading
Table of Contents	
Administration and Management	
	Administrative Meeting/Committee, and Data Reporting
	Code of Conduct/Allegations/Investigations/Disposition
	Company and On-site Organizational Structure/ Org. Charts
	Curriculum Vitae for: Chief Executive Officer (CEO) of the Company, Company Officer(s) within the chain-of-command between the CEO and Proposed Health Services Administrator; and Chief Financial Officer.
	Curriculum Vitae for: Proposed Health Services Administrator; Clinical Director; and Director of Nursing
	Medical Complaint Management
	Staff Training/Equal Employment Opportunity
	Staffing Plan and Staff Responsibilities
	Utilization Review/Pre-Certification for Services
Summary illustrating in detail the Proposer’s interpretation of and conceptual approach (Reference applicable Policy/Clinic Protocols, or Standards Discussed)	
	Advance Directives/Living Wills
	Alcohol and Drug Assessment/Detoxification
	Arrangements for Outside Medical Services
	Autopsies/ Mortality Reviews
	Chemically Dependent Inmate Management
	Chronic Care Clinic(s)
	Continuity of Care Process
	CPR/Automated External Defibrillator
	Dental Care Clinic Procedures
	Diagnostic Services
	Discharge Planning
	Emergency Medical Plan
	Eye Care Clinic Procedures

	Female Health Care
	Health Information Management/Record Keeping
	Health/Patient Education
	Infection / Infectious Disease Management
	Inmate Medication Dispensation (and Administration) Program Mental Health Assessment, Management Services Use and Operation of Detention Center Infirmary

CCDC Health Care Delivery Services

Major Heading	Sub-Heading
	Inmate Access to Care and Periodic Examinations
	Inmate Accident/Injury Reporting
	Inmate Body Searches for Contraband
	Inmate Health Assessment
	Inmate Health Screening
	Inmate Medical Classification
	Inmate Mental Health Classification
	Inmate Prosthetics: Medical Devices, Dentures and “body-jewelry” Management
	Inmate Urine Surveillance and Narcotic Identification
	Involuntary Medical Treatment/Refusal of Treatment by Inmates
	Laboratory Services
	Management of Inmates with Mental Illnesses or Disorders
	Management of Inmates who need, either voluntary or emergency, Psychotropic Medication (reference legal authority)
	Medical Credential Verification
	Medical Psychiatric Evaluation and Treatment
	Medical/Special Diets
	Over-the-Counter Medication
	Patient Privacy
	Pharmaceutical Operations/Medication Services
	Poison Control
	Primary Health Care Team
	Radiology Services/Clinics
	Serious illness and death procedures
	Sexually Transmitted Diseases
	Special Care
	Special Housing Unit (segregation) Health Care Management
	Suicidal Interventions and Management
	Urgent, Observation and Ambulatory Services

North Carolina General Statutes and Jail Standards

	Summary of Proposer’s role to applicable Jail Standards and Provisions of State Law

Accreditation Process

	NCCHC Approach
	ACA Approach

CCDC Health Care Delivery Services

Major Heading	Sub-Heading
	The Joint Commission Approach

Quality Control Process

	Proposer's Quality Control and Improvement Plan
Listing of Tables/Drawings/Attachments (If applicable)	

Volume II - Content of Business (Price) Proposals

The Business Proposal must be entirely separate from the Technical/Management Proposal and must have a cover page introducing Proposer's offer. The Proposer will organize Volume II in three areas: Services and Price/Costs Estimate, Decisional Rule Criteria and References as described.

Services required to be provided in accordance with the Performance Work Statement included in the solicitation/contract. Price Methodology to assist in the Proposer's determination of price offer, the Proposer shall be responsible for all costs relative to inmate medical care⁴ including but not limited to: emergency, non-emergency and chronic care clinics, diagnostic, laboratory, pharmaceutical, physician or patient care team encounters, dental and eye care, and behavior health care rendered to inmates inside the facility. The Proposer takes on this responsibility when the inmate is admitted into the booking area of the CCDC; until the inmate is permanently released from physical custody. The Proposer is also responsible for costs associated with outside medical care, either consults or inpatient or outpatient care at a local hospital. This includes all physician charges and any and all other additional charges related to the inmate's medical care. The Proposer is also responsible for arranging for emergency transportation services (currently designated emergency or "911" hospitals for the CCDC are Cape Fear Valley Medical Center and NC Memorial Hospital) and will be responsible for incurred transportation fees.

See Schedule A, Schedule B, and Schedule C, indicating statistical histories of population trends and medical encounters to assist the Proposer in determining price offer.

In addition, the successful Proposer shall provide emergency first aid to employees and civilian visitors. This is considered an inside cost. The successful Proposer will provide pre-participation medical examination for the CCDC employees, who intend to participate in physical agility testing, to detect conditions that put the proposed athlete at risk for injury or sudden death. The CCSO estimates approximately 100 examinations per year. This is also considered an inside cost.

Proposers shall propose one firm, fixed, fully loaded price. Price offer must include the average rate of compensation for each period covered by the contract. The firm, fixed, fully-loaded price shall include all direct cost, indirect cost, overhead and profit margin, as well as sub-Proposers' total costs. Additionally in this section, please project the annual cost of offsite care with accompanying methods and incentives for ensuring attainment of these projections or lower as indicated below.

The Proposer will propose two prices: inside costs⁵ and outside costs. These terms are referred to in this RFP as (1) Inside Cost; and (2) Outside Cost.

(1) The inside cost offer represents the Proposer's best price for Health Care Delivery Services described in the solicitation/contract which does not include outside services such as consults in the community, inpatient/outpatient care in a community medical facility, or emergent transportation services.

(2) The outside cost offer represents the Proposer's best price for Health Care Delivery Services in the community, inpatient/outpatient care in a community medical facility, or transportation by ambulance services. The Proposer must propose bridge-cost-sharing relative to outside cost offer. The Proposer is encouraged to use innovative methodologies and/or approaches when determining outside cost.

The Proposer is encouraged to offer a fair price based upon the Proposer's industry knowledge, experience in providing like services, relationship with local medical care facilities, and management capabilities balanced against reported history of population trends and medical encounters listed in Attachment-A and Attachment-B. The Proposer must provide a written summary of the methodology used to calculate price. The Proposer must complete the below applicable tables.

The Business Proposal shall include (applicable to services bid):

⁴ Note, however, that the successful Proposer must provide emergency first aid to employees and civilian visitors in the jail in instances where such person experience a medical emergency or injury.

⁵ Inside costs include any medical encounter, procedure or incident within the secure confines of the jail, except to the extent that a medical emergency or injury is presented in the lobby of the CCDC or a magistrate's office.

a. Services and Price/Costs Estimate below-

CCDC Health Care Delivery Services					
Item No.	Services	Est. Inmate ADP	Est. Fixed Unit Price Per- Inmate/ Per-day for Inside Cost	Est. Total Annual Amount for Inside Cost	Est. Total Annual Amount for Outside Cost
0001	Base Period 7/1/2017 - 6/30/2018	778	\$	\$	\$
0001a	Base Period 7/1/2018 - 6/30/2019	816	\$	\$	\$
0001b	Base Period 7/1/2019 - 6/30/2020	855	\$	\$	\$
0002	Option Year 7/1/2020 - 6/30/2021	897	\$	\$	\$
0003	Option Year 7/1/2021 - 6/30/2022	940	\$	\$	\$
0001e	Option Year #5 7/1/2022 - 6/30/2023	986	\$	\$	\$

Bridge-Cost-Sharing CCDC Health Care Delivery Services (Only)				
Proposer's Outside ⁶	Proposer/County Share % ⁷	Proposer / County Share %	Proposer / County	County's Outside Cost and above ⁸
\$0 to \$___	\$___ to \$___	\$___ to \$___	\$___ to \$___	\$___ and above
	___ % / ___%	___ % / ___%	___ % / ___%	

Est. Structured Pricing dependent upon the ADP: CCDC Health Care Delivery Services (Only)			
From	To	Est. Fixed Unit Price Per- Inmate/ Per-day for Inside Cost	Est. Total Annual Amount for Inside Cost
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Proposer's Outside Costs	Proposer/County Share %	Proposer / County Share %	Proposer / County Share %	County's Outside Cost and above
\$0 to \$___	\$___ to \$___	\$___ to \$___	\$___ to \$___	\$___ and above
	___ % / ___%	___ % / ___%	___ % / ___%	

Volume II Business (Price) Proposals must also contain the Proposer's response to the Decisional Rule Criteria.

Volume II Business (Price) Proposal must also contain the following information:

List of bank references, contact names, telephone numbers and emails.

6 Proposer bears the entire cost of outside services.

7 Proposer shares outside cost with the County, proposing a percentage split.

8 Proposer proposes an amount that the County begins assuming all outside cost.

Attach a financial statement, preferably audited, including your organization's latest balance sheet, cash flow statement, and income statement, providing at a minimum the following items:

- a) Current Assets
- b) Net fixed Assets
- c) Other Assets
- d) Current Liabilities
- e) Other Liabilities

Name and address of firm preparing financial statement.

Notarized Signature attesting this information is true and accurate.

Volume III - Content of Past Performance and Experience Proposals:

It is the Proposer's responsibility to issue client notification and bank notification letters to prospective references from who past performance will be sought. Proposer may choose to include recommendation letters and documents as applicable.

The past performance information must address the following:

- 1) Organization Name/Address, Contact Name/Telephone Number
- 2) Describe the type of services provided per occasion, *i.e.*, who, where, when, contact name/telephone number/email.
- 3) How many months has the organization been in business serving the following populations?
 - a. Populations exceeding 250 adult male/female persons, specifying whether such patient population was in a detention or correctional care context.
 - b. Populations exceeding 50 juvenile delinquents male/female persons, specifying whether such patient population was in a detention or correctional care context.
- 4) What other or formal or trade names or assumed names has your organization operated?
 - a. Date of incorporation (or filing with requisite corporate authority, *e.g.* secretary of state):
 - b. State of incorporation:
 - c. Identify President, CEO; Vice President, Treasurer, CFO, and Secretary (include full name and date of birth).
- 5) List the organization and trade categories, in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 6) Experience:
 - a. List categories of work that your organization performs.
 - b. If your organization has experienced any claims and suits; list details.
 - c. Has your organization ever failed to complete any work awarded?
 - d. Are there any judgments, claims, arbitration proceedings, suits pending outstanding against your organization, or its officers or its principles?
 - e. Has your organization or its principles filed any lawsuits or requested arbitration with regards to contracts within the last five years?
 - f. Has any personnel of your organization ever been an officer of another organization when it failed to complete a contract? If yes, provide details.
 - g. Has your organization or any of the principals declared bankruptcy within the past seven years? If yes, provide details.
 - h. List all past and present contracts with Federal, state or local government awarded to you, your organization, or any principle; list contact name, telephone number and email.
- 7) List at least five business references, listing business name, contact name, telephone number, address, and email.

Performance Summary Table

The Proposer's efforts under this contract shall be monitored to ensure that the required output is achieved. The County reserves the right to inspect and evaluate in a reasonable manner all services

rendered during the performance of this contract. The County may withhold full or partial payment when the Proposer either does not perform or performs inadequately.

The inspection of services and the results thereof by the County is a means of ensuring that the County receives the quality of work for which it has contracted. Inspections allow for early discovery of defects, thus enabling timely corrective action. The County has the right to inspect and test all services by the contract, to the extent practicable, at all place and times. The County shall perform inspections and tests in a manner that will not unduly delay the work. The County assumes no contractual obligation to perform any inspection and test for the benefit of the Proposer. The County inspections and tests do not replace the Proposer’s Quality Control Plan program.

The following Performance Summary Table gives notice of the requirements. This Performance Summary Table does not create or impose obligations that are binding on the County; nor does it limit the CCSO discretion to withhold more than the specified amount under the appropriate circumstances. Moreover, this Performance Summary Table does not change the Performance Work Statement or expand or modify the RFP or solicitation or the resulting contract.

CONTRACT REQUIREMENT: CCDC Health Care Delivery Services <i>(ranked in order of importance)</i>		
Vital Function	Indicators	Value
Providing Health Care #1	Health care is correctly identifying inmate patients and providing the delivery of health care in a timely manner. Medication is used safely. Degree to which the care to the inmates was considered appropriate. Degree to which services were provided that were not authorized by the County. Extent the invoices submitted were accurate, properly documented and billed in accordance with the terms of the contract; Degree to which the discharge instructions provided were in sufficient detail to allow subsequent care of patients. Degree that providers identify client safety risks; Degree that Health Authority notifies, (verbal, written and data statistics) County staff of inmate patient encounters/issues including, serious health concerns in a timely manner. Degree to which the call for health care services are followed up by the provider. Degree to which the provider is reporting, communicating and documenting inmate injury(ies) after each Use-Of-Force encounter.	0 to 40% of invoice
Providing Health Care #2	Policy and procedures and practices are identified, developed, used and managed to meet the operational needs of the Health Care Program addressing law driven mandates, and meeting policy requirements. Degree non-compliant performance is deficient without remedy. Service(s) not provided in accordance to the performance requirement may not be certified for invoice.	0 to 30% of invoice
Providing Health Care #3	Quality Control Plan is: active, identify areas which action plans for needs to improve are identified and appropriate remedy, and closed-out in a timely manner; inmate medical complaints are received, investigated and addressed in a manner where the complainant receives written feedback; and creates operational activities that meet accrediting bodies’ standards in a satisfactory manner.	0 to 30% of invoice

Contract Monitoring

The On-Site Contract Acquisitions Reviewer (OSCAR) at the CCDC, and the Finance and Accounting Officer’s designee at the CCSO, is to act as contract monitor and primarily the individual who certifies services were accomplished in accordance with this RFP and the resulting contract.

Designated individuals from CCDC and the Proposer are responsible for the technical direction of the performance of all work under this contract. The term “technical direction” is defined to include, without limitation, the following:

Directions to the Proposer, which re-directs the contract effort, shift work emphasis between areas or tasks, require pursuit of certain lines of inquiry; fill in details or otherwise service to accomplish the contractual scope of work.

The contract monitor may supply information to the successful Proposer, which assists in the interpretation of technical portions of the solicitation/contract. Questions, or concerns, regarding invoicing must be directed to the CCSO Finance and Accounting Officer with a copy to the monitor.

A. Written Notice of Concern

The Proposer will receive written *Notice of Concern* (NOC) when a contract deficiency or non-performance action is noted. The Proposer must make a written response to the NOC outlining their discussion and any concluded remedy. The Proposer will be given an opportunity to repeat the work; however, if the work cannot be repeated, the County may reduce Proposer's invoice by the degree of service not provided as specified in the solicitation/contract.

The parties to this contract agree the Proposer shall be conclusively presumed to have actual knowledge of work not performed and, therefore, written notice by the County shall not be a prerequisite for reducing payment or assessing liquidated damages for service(s) not performed.

B. Failure to Provide Proper Quality Control

Failure by the Proposer to maintain adequate quality control may result in termination for default.

The County's contract monitoring is based on the premise that the Proposer, and not CCSO and/or CCDC, is responsible for management and quality control actions to meet the terms of the contract. The County recognizes the Proposer is not perfect and unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow the Proposer to operate within acceptable quality levels.

Each phase of the services rendered under this contract is subject to County inspection both during the Proposer's operations and after completion of the tasks. When the Proposer is advised of any unsatisfactory condition(s), the Proposer shall submit a written report to the Contract Monitor addressing corrective/preventive actions taken.

Inspection by Regulatory Agencies

Work described in the contract, is subject to inspection by other Government agencies. The Proposer shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

Performance Evaluation Meetings

The Proposer's representatives shall meet with the Contract Monitor on a regular basis and will be no less than quarterly. These meetings will provide a management level review and assessment of the contract performance, a discussion and resolution of problems. A mutual effort will be made to resolve all problems identified.

Quality Control Program

The successful Proposer is responsible for Quality Control, which ensures all requirements of the solicitation/contract. They must meet the following vital functions specified in the Performance Summary Table to gain acceptable contract performance:

Quality performance and quality control is the responsibility of the Proposer. The Proposer shall establish and maintain a complete Quality Control Program (QCP) acceptable to the CCSO to assure the requirements of this solicitation/contract are provided as specified. This system shall:

- 1) Be implemented on the contract effective date.
- 2) Identify deficiencies in the quality of services throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.

Inspection and Receiving Reports

The successful Proposer shall prepare an original invoice, as well as at least two additional copies, each of which must be marked clearly as an information copy. The original invoice shall be furnished to the Cumberland County Finance Officer with a copy to CCSO Finance and Accounting Officer in the method and delivery vehicle indicated by the County Finance Officer. Should the receiving address be changed, the Proposer will receive written notice as any such change.

The copy of the invoice, clearly marked as an information copy, shall be submitted to the contract monitor who will verify that the services were satisfactorily performed. Reduction for nonconforming services may be made following notification to the Proposer and resolution.

Supplies

The Proposer is responsible for purchasing and receiving all supplies necessary to provide services. Inventory on hand must be sufficient quantity to meet the obligations of this contract for providing services to the health care mission at all times during the contract period. Inventories purchased by the Proposer are the property of the Proposer and the Proposer is responsible for any loss, damage or spoilage.

The Proposer is responsible for assuring the correct or requisite inventory items are ordered, purchased and received regarding quantity and quality and that deliveries are made to correspond with the appropriate schedules and security procedures of the institution. The CCDC requires advance notice of all deliveries and/or on a set schedule agreed upon with the Proposer, CCDC Commander (Chief Jailer) and the OSCAR. Notification must be provided to the CCDC Warehouse Manager and the OSCAR.

The Proposer, subject to all CCDC policies and procedures, is responsible for the proper storage and control of all supplies to prevent any theft, damage, or loss.

During emergency situations, *e.g.*, lockdowns, the Proposer is obligated to enforce procedures to mitigate damages that may result from an emergency.

Proposer's Policies and Procedures

Policies and Procedures used relating to managing Health Care Delivery Services are generally to be established and implemented solely by the Proposer. The Proposer shall develop and implement policies, which ensure appropriate necessary and adequate health care in full compliance with the solicitation/contract, and in accordance with recognized standards, laws ordinances, rules and regulations of Federal, state and Cumberland County that may be applicable. The policies and procedures of the successful Proposer are subject to the approval of the CCSO OSCAR and/or Chief Jailer; as applicable. The successful Proposer must comply with all applicable County (to include CCSO and CCDC) policies and procedures.

Confidential Records

The successful Proposer shall maintain complete, accurate, and confidential medical records separate from the CCDC's confinement records of the inmate in compliance with all laws and regulations, and the solicitation/contract. The Proposer will have access to official information with degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of the contract and in accordance with applicable law. Proposer's employees shall not deny authorized person access to official information, personnel or institution records. The successful Proposer shall provide the Sheriff, or designee, with access to any record generated in the performance of this solicitation/contract. Medical Records must be kept for the life of the contract and 10 years subsequent to end-of-the-contract. Successful Proposer must describe how they would meet this standard.

Cumberland County Property

Proposer's employees shall only use Cumberland County property for official business. They are responsible for protecting County property from loss, misuse, misplacement, theft or damage, and are prohibited from creating any hazard on Cumberland County property to persons or things.

Proposer's Employee's Identification

Proposer's employees shall not use their credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties.

Introduction of Contraband

Proposer's employees are prohibited from the introduction of contraband into or onto Cumberland County property without the expressed consent of the Director. Contraband shall include any object used to threaten the order, discipline or security of the institution, or life, health or safety of an individual. (Examples of contraband are: weapons, explosive devices, firearms, alcohol, drugs, photographic equipment, computer software, cell phones, recording devices, etc.)

All Proposer's employees entering the CCDC may be subject to random drug/alcohol testing, or searches of their person or personal belongings without reasonable suspicion; upon a finding that reasonable suspicion exists that Proposer's employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the institution, a search will be conducted. Searches may also be conducted with reasonable suspicion that an employee is

removing contraband or Cumberland County property or the Proposer's property without authorization from the institution.

Reporting Misconduct

The Proposer must report any allegation of misconduct to the ranking Cumberland County Staff member (ordinarily Shift Commander at the CCDC or another Lieutenant, Captain or Major at the CCDC), immediately and follow up with a written report before the close of the business day.

The Proposer and Proposer's employees shall fully cooperate in any internal or external investigations. The County shall have access to all personnel, operational and corporate records relative to the contracted services for the purpose of conducting investigations, inspections and audits.

Security Requirements

All personnel employed or sub-contracted, by the Proposer in the performance of this contract, or any representative of the Proposer entering the CCDC, shall abide by all security regulations of that facility including, but not limited to, the drug testing, PREA, and search policies. The Proposer shall agree and stipulate the security requirements of this contract and their subsequent adherence.

The Proposer is responsible for control of keys and equipment issued by Cumberland County. They are responsible for the security of those areas used for which keys are issued. The cost of keys or lock replacement as a result of negligence and/or loss of keys are the responsibility of the Proposer. The Proposer may also be required to reimburse the County for the replacement of lost keys and equipment outside of any action taken in regards to neglect or lost services. The successful Proposer affirms to comply with all policies and procedure to include, but not limited to, key control, tool control, inmate property, inmate accountability, contraband, standards of conduct, and all medical polices.

Proposer's Employee Conduct

Elements of the successful Proposer's standards of employee conduct at a minimum, shall include, but are not limited to, the following:

1. The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty, or being under the influence of alcohol while on duty, is prohibited.
2. Proposer's employees shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:
 - a. The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force use beyond that which is reasonably necessary to protect the employee's life or receiving bodily harm.
 - b. Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate. For the purpose of this standard of conduct only, Proposer's employees are considered custodians (*i.e.*, contractors of the Sheriff) and prohibited from engaging in sexual behavior, of any type, with offenders or inmates.
 - c. Displaying favoritism or preferential treatment to one inmate, or group of inmates, over another. Further, Proposer's employees are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates or to assist in the provision of care to other inmates.
 - d. Offering or giving any article, favor or service to an inmate or former inmate, or an inmate's family member or to any person known to be associated with an inmate or former inmate, which is not authorized in the performance of the employee duties. Neither shall a Proposer's employees accept any gift, personal service or favor from an inmate or former inmate, or from an inmate's family member or associate.
 - e. Enter into any such business relationship with inmates, former inmates, or their families.
 - f. Having other than incidental outside contact with an inmate, former inmate, or an inmate's family member or associate. Employee must report such contact to the Director in writing.

g. Use of obscene or verbally abusive language when communicating with inmates or others. Employees will not be demeaning to inmates, former inmates, their families or friends, and others.

3. Proposer's employees are prohibited from engaging in criminal conduct. They are further prohibited, while on Cumberland County property, from participation in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets.

4. Illegal activities on the part of any Proposer's employee, in addition to being unlawful, reflect on the integrity of the County and betray the trust and confidence placed in it by the public. It is expected that Proposer's employee shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should the employee be charged with, arrested for, or convicted of any felony or misdemeanor, that person must immediately inform and provide a written report to the Commander of the CCDC. This requirement includes misdemeanor traffic violations, but not mere infractions, other than an infraction in violation of Chapter 90 of the North Carolina General Statutes.

5. Proposer's employees are prohibited from engaging in racial or gender discrimination or sexual harassment in violation of Civil Rights Act of 1964, as amended.

Responsiveness

Proposer's employees shall be required to remain fully alert and attentive during duty hours. All employees will respond immediately and effectively to all emergency situations as directed by security staff.

Proposer's Staffing Plan / Security Clearance

The Proposer must provide adequate staff for the complete operation of the Health Care Delivery Services, during routine and emergency situations 365 days a year.

All employees must adhere to the rules, regulations, policies and procedures outlined, or referenced, in this document.

Due to the "secure sensitive" work at CCDC, prior to Proposer's employees entering on duty (EOD), the successful Proposer must ensure any proposed candidate for employment to serve meet the following:

- A. Identification is verified by the Proposer;
- B. Is qualified to work in the position within a correctional setting;
- C. Has been truthful and honest with Proposer's application process;
- D. Is authorized, by Department of Homeland Security, to work in U.S. (e-verify used);
- E. Has listed all felony and/or misdemeanor conviction(s);
- F. Has demonstrated that he or she is not a user of an unlawfully used controlled substance;
- G. Has listed their past history behavior using illegal controlled substance (*i.e.*, what and dates of use);
- H. Has listed any current imprisonment, at the CCDC, of any family member, *e.g.*, spouse, child, sibling, cousin, aunt, uncle or parent.

The Proposer will submit all candidates seeking security clearance to work under the terms of this contract to the commanding officer of the CCDC with the following copied information:

- A. photo identification;
- B. social security card;
- C. candidates' original application;
- D. signed consent form (waiver) from the applicant authorizing a search of the North Carolina and FBI national criminal history record databases.

Final approval authority to grant security clearances for candidates' who works under the terms of this contract will be communicated to the Proposer. Proposer's employee must have a current security clearance in order to enter onto the properties to perform the services expressed in this RFP/solicitation/contract.

Performance Work Statement:

CCDC Health Care Delivery of Services --- as a part of the monitoring of the contract and in order to assure compliance as well as quality control, the successful proposer shall be required regularly to submit a proper report and statement, including the following:

Statement of Output

Performances of these health care delivery services are defined within this Performance Work Statement (PWS) utilizing a “performance-based” approach. Thus required services are described in terms of output rather than specific task assignments. The CCSO desires to make an award to the Proposer who can provide the best value, considering the diversity of available services and price, pursuant to an affirmative determination of responsibility, whose proposal, conforming to the solicitation, is determined to be in the best interest of the County, price and other factors considered. Therefore, the County may make an award to a Proposer whose proposal meets, and the terms of which are applicable to, all output services described.

Output Services

Output No.	Output Services
Output #1:	Provide urgent and routine health care that is necessary and adequate and includes: urgent, observation and ambulatory care services; that conform to community standards and all local, state and Federal laws and regulations applicable to the delivery of health care to members of the general public.
Output #2:	Provide medically necessary and adequate interventions aimed to improve inmate functioning to a level that facilitates performance of activities of daily living within the detention environment.
Output #3:	Provide health care services for inmates that are delivered within the constraints of detention concerns and responsibilities inherent to the CCSO mission; 24 hours per day, seven days per week.
Output #4:	Provide for both medical and mental health screening processes upon intake for all inmates in compliance with 10A NCAC 14J.1002, NC General Statute §153A-225(a)(3), and NC General Assembly Session Law 2007-323; and to investigate for a Medic Alert Foundation symbol in accordance with NC General Statute § 153A-225.1.
Output #5:	Provide for a designated health authority with responsibility for health care services pursuant to this contract, and a physician Medical Officer of the Day designated for 24-hour continuous duty to take care of any emergencies, either by telephone consultation or by a response. Note: Dental Officer does not qualify to serve as a Medical Officer of the Day.
Output #6:	Develop a written medical plan, in compliance with NC General Statute §153A-225 and § 153A-224, 10A NCAC § 14J.1001 and §1003, and is available for ready reference by all personnel, and posted in the booking area of the CCDC.
Output #7:	Provide inmate health interventions that prevent the spread of contagious diseases, chronic illnesses, and reduce preventable diseases and injuries consistent with the CCSO mission.
Output #8:	Provide for a utilization review for non-emergent cases request for outside medical, surgical, and dental procedures, or request for specialist evaluations/consults. The review will address each case, reviewing process, recommendation and disposition, and provide for written feedback to the inmate patient with a copy of the feedback placed in the medical file. The review process must require the Proposer's designated health authority to obtain pre-certification (prior approval) for certain types of cases (e.g., high risk, high cost, or questionable efficacy)
Output #9:	Provide for concurrent review of inmate inpatients at community hospital (monitoring length-of-stay and interventions) and opine to the Detention Center Administrator about treatment strategies, e.g., length-of-stay, costs, treatment plans, etc.
Output #10:	Develop relationships and obtain outside medical services, within a 25 mile radius from the CCDC, at the lowest possible cost. Comprehensive contracts for outside medical services with discounted rates will be pursued wherever possible.
Output #11:	Provide medical and mental services (includes participation in Mental Health Court) which are necessary and adequate that conforms to community standards and all local, state and Federal laws and regulations applicable to delivery of health care to members of the general public.
Output #12:	Submit properly-priced invoices for services rendered.
Output #13:	Manage medical record information in a manner that promotes continuity of care while observing restrictions on release of information.
Output #14:	Maintain open avenues of communication, facilitating the exchange of

Output No.	Output Services
	information between the Proposer and the County regarding contract services.
Output #15:	Attain accreditation with various accreditation agencies, within a number of days of contract award, to include, but not limited to, the following: National Commission on Correctional Health Care (90-180 days); American Correctional Associations: Performance-Based Standards for Adult Local Detention Facilities (365 – 545 days); and The Joint Commission on Ambulatory Health Care Accreditation (545 - 730 days).

Compliance With Contract Requirements

The Proposer’s efforts under this contract shall be monitored to ensure that the required output is achieved. The County reserves the right to inspect and evaluate in a reasonable manner all services rendered during the performance of this contract. The County may withhold full or partial payment when the Proposer either does not perform or performs inadequately. The Proposer is responsible for all management and quality control actions necessary to meet quality standards set for by the contract. Prior to commencing performance, the Proposer shall develop and submit a quality control plan (QCP) to guide and rigorously document the implementation of the required management and quality control actions to achieve the specific output.

Specific Requirements

Health care will be delivered to inmates in accordance with proven standards of care, using a cost effective method, in a manner with respect to the inmates’ right to basic health care, without compromising public safety concerns inherent to the CCSO’s overall mission, and with full reporting to the CCSO and Cumberland County Board of Commissioners. Due to the security concerns inherent in transporting an inmate into the community for medical care, it is the CCDC’s preference to deliver health care within the confines of the CCDC when medically possible; however, emergent and/or inpatient medical concerns must be addressed by the Medical Officer of the Day in a manner that is necessary and adequate to inmate’s life and wellbeing, both medically and towards the inmate’s overall mental health.

The Proposer must identify the need, schedule, administer, and coordinate services. The Proposer shall be responsible for all costs relative to inmate medical care (emergency, non-emergency and chronic care clinics), diagnostic, laboratory, pharmaceutical, physician or patient care team encounters, dental and eye care, and behavior health care rendered to inmates inside the facility. The Proposer takes on this responsibility when the inmate is admitted into the booking area of the jail; until the inmate is permanently released from physical custody. The Proposer is also responsible for costs associated with outside medical care, either consults or inpatient or outpatient care at a local hospital. This includes all physician charges and any and all other additional charges related to the inmate’s medical care. The Proposer is also responsible for making arrangements for emergency transportation services (current designated emergency or “911” hospitals for the CCDC are Cape Fear Valley Medical Center and NC Memorial Hospital) and will be responsible for incurred transportation fees.

See Schedule A, Schedule B, and Schedule C, which indicates statistical histories of population trends and medical encounters to assist the Proposer in determining price offer.

In addition, the successful Proposer shall provide emergency first-aid to on-duty employees, and civilian visitors. Such care is considered an inside cost.

The Proposer shall define any catastrophic limits and/or any other cost limits or exclusions, and how these limits would be accounted for, in the Business (Cost) Proposal submitted.

The Proposer will ensure that necessary and adequate staff is available (appropriate to the staffing plan being proposed) to provide health care services, to include, but not limited to, the following: Clinical Director responsible for oversight of the clinical care at the CCDC; Health Services Administrator responsible for planning, implementation, and directing all aspects of the health care administration; appropriate, Mid-Level Practitioner(s) (e.g., physician assistants or nurse practitioner) who must have a practice agreement with a licensed physician prior to providing health care in the CCDC; Director of Nursing who is a registered nurse promoting the standards of care and establishes a means of monitoring and evaluating nursing care; appropriate Staff (Registered Nurse) Nurse(s) who plans, implements and evaluates the nursing care to be provided to the inmates; appropriate Licensed Practical (Vocational) Nurse(s) who are accountable to the Clinical Director, coordinates, implements, and assesses inmate patient response to care provided in the out-patient setting; appropriate Medical Technicians/Paramedics (EMTs) practicing protocols appropriate to an EMT’s training under the direction of the Clinical Director; Pharmacist (if appropriate) responsible for the distribution, administration, and dispensing of all medications in the CCDC; and other appropriate Health Services Staff necessary to meet the health and mental care standards described in the solicitation/contract.

Clinical decision and actions regarding health care provided to inmates are the sole responsibility of qualified health professionals, and, subject to legitimate security concerns, the CCDC custody staff shall not interfere with an inmate's access to care as determined by the clinical decisions of medical staff.

The Proposer will devise a method to provide medical services 24 hours per day, seven days per week, ensuring that there is a Medical Officer of the Day designated for 24-hours continuous duty to handle necessary medical services and any emergencies. The CCDC must be able to immediately communicate with the Medical Officer of the Day for institutional medical concerns/emergencies.

The Proposer will ensure at least the following:

- a. Pharmaceutical operations are sufficient to meet the needs of the CCDC and are in accordance with legal requirements.
- b. Medication services are clinically appropriate and provided in a timely, safe and sufficient manner and that comply with the law.
- c. On-site diagnostic services are registered, accredited, or otherwise meet applicable state and Federal law.
- d. Arrangements are made to provide hospitalization and specialty care to inmate patients in need of these services.
- e. Inmates receive initial health assessments, diagnostics and treatment that is necessary and adequate as directed by a clinician and the law, and N.C. Administrative Code.
- f. Inmates receive mental health screening; inmates with positive screens receive a mental health evaluation and appropriate necessary and adequate treatment planning. Mental health services are available for all inmates who require them; in accord with applicable law. *See e.g.*, N.C. Gen. Stat. § 15A-221(a)(7).
- g. Inmates with serious health needs (medical and mental health concerns) whose release is imminent are provided with appropriate discharge planning to include patient education.
- h. Proposer's employees must know how to detect and assess signs of sexual abuse; how to preserve physical evidence of sexual abuse; how to respond effectively and professionally to victims of sexual abuse; and how and to whom to report allegations or suspicions of sexual abuse, and shall comply with the Sheriff's PREA policy.
- i. Proposer will provide for a required medical examination following use of force incidents, documenting accordingly and making the document available to the CCSO in accord with Sheriff's Office policy.
- j. Suicidal inmates are identified and appropriate observations and interventions are conducted.
- k. Inmates under the influence of alcohol or other drugs, or those going through withdrawal, receive appropriate, necessary and adequate treating protocols.
- l. Pregnant inmates receive timely and appropriate prenatal care, and requisite specialized obstetrical services when indicated, and postpartum care.
- m. Medical and dental orthosis or prosthesis and other aids to impairment are supplied in a timely manner when the health of the inmate would otherwise be adversely affected as determined by the responsible physician or dentist.
- n. Care that is necessary and appropriate is timely and includes the immediate access for urgent or painful conditions.
- o. Eye care that is necessary and appropriate is timely and includes immediate access for urgent or painful conditions.
- p. Inmates have the opportunity to request health care and these requests are documented and reviewed for immediacy of need and the intervention required. Thus, the Proposer must participate in the operation of the medical care kiosk request system. Sick-call

must be available seven (7) days a week. Also, the Proposer must provide plans for illiterate inmates and inmates who have physical or cognitive disabilities to access medical and mental health care, and for all irrespective of primary language to access medical and mental health care.

- q. Provide 24-hour emergency medical, mental health, and dental services.
- r. Inmates receive health education; individual health instruction is provided to all inmate patients.
- s. Medically necessary or appropriate diets are prescribed that are requisite and adequate to meet specific requirements related to the clinical conditions.
- t. Inmates with chronic diseases are identified and enrolled in a chronic disease program to decrease the frequency and severity of the symptoms, prevent disease progression and complications, and foster improved function.
- u. Special care is appropriate to meet the serious needs of the inmate patient.
- v. Emergency Response/Disaster (comprehensive) Plan with procedures developed to ensure that members of health staff are prepared to implement the health aspects of an Emergency/Disaster Plan.
- w. Provide a plan and written policies for pre-booking health screening to determine if the arrestee is appropriate for admissions into the CCDC. Inmates who are unconscious, semiconscious, bleeding, are mentally unstable or need urgent medical attention must be referred immediately for care and medical clearance.
- x. Provide plans and procedures for providing medical evaluations to inmates segregated from the population of the CCDC generally.
- y. Provide plans for immunization screening and procedures for administering vaccinations.
- z. Provide plans and procedure for compliance for gathering forensic information and for preparing and transporting any samples to include DNA samples.
- aa. Provide criteria for the dispensation and administration of medication.
- bb. Provide for Hazardous Waste, Laundry and Medical Linen Management; for disposal of hazardous waste and the proper management of any laundry and linens used.
- cc. Provide plan for utilization management of services.
- dd. Provide reasonable privacy, subject to legitimate security concerns and emergency situations, and in a manner that does not discourage the patient's subsequent use of health services.
- ee. Provide in cooperation with the CCSO non-English interpreting resources to facilitate communication between medical provider and inmates who have limited English Proficiency.
- ff. Provide for inmates being released from physical custody, who have been in custody for thirty (30) consecutive days or more, to receive a seven-day supply of prescription medication, unless a different amount is clinically appropriate, to serve as a bridge until the inmate can arrange for continuity of care in the community. Every such inmate must be provided with and receive a written notice of how to request medication. Inmates being transported to other jurisdictions will have medication to ensure continuity of care regardless of the period of time in custody.
- gg. Provide a plan to conduct HIV and Syphilis screenings via venipuncture for all detainees during the intake process, 24 hours a day, 7 days per week.
- hh. Provide for the communication to the CCDC staff of information related to an inmate's medical condition or status as may be appropriate or necessary for the inmate's classification, housing, status, observation or the like consistent with state and federal privacy laws and regulations;

- ii. Otherwise provide compliance with and implementation of the current Jail Health Plan for Cumberland County as adopted and as modified as contemplated under this RFP and as may be amended or modified from time-to-time through the County's adaption of a modified or amended Jail Health Plan.

Reporting Requirements

Monthly and annualized reports shall be submitted to the OSCAR. Submit your plan for complying and for submitting these reports. These reports shall include, but not limited to, the following data:

- Frequency of health service provided by category of complaint for on-site and off-site care
- Daily number of inmates scheduled for sick call
- Daily number of inmates seen by the physician, NP, or PA
- Daily number of inmates seen by nurses
- Daily number of inmates seen by mental health providers, number of mental health inmates, number of visits
- Daily number of inmates seen by the dental department/Proposer
- Daily report of status of inmates in hospital
- Provide monthly number of inmates screened for HIV and Syphilis, number of positives, and inmate intake counts
- Referrals to community providers including detailed diagnosis and coding
- Daily census in medical and mental health special care beds
- Number of emergency transfers and safekeeping admissions
- Staff costs and permanent staff positions vacant for 30 days or more
- Equipment costs
- Transportation costs
- Costs for sullies
- Medication costs
- Costs for all community services, including diagnostic services, hospital days, and specialty consultants
- Cost of Supplies
- Medication Cost
- Other costs, if any

A report of prisoners who are the responsibility of others needs to be generated monthly and provided to the appropriate staff for billing to the state, other counties, Federal inmates such as the United States Army, United States Marines, United States Air Force or other Department of Defense entity, the Federal Bureau of Prisons or other such agency. Any service billed outside of the base contract needs to be captured for reimbursement in the format required by the state, meeting all the appropriate guidelines.

The County requires responses to questions regarding reports and data within two working days.

Commissioner Keefe stated changes to RFP were discussed at the meeting of the Finance Committee and asked what the highlighted text represented. Rick Moorefield, County Attorney, stated this has been a long process and his understanding is that any changes made throughout the process were represented by the highlighted text. Commissioner Keefe noted one of the criteria for selection was experience in a jail of similar size and complexity and asked whether only those without experience in jails could apply. Mr. Moorefield stated he did not feel it would prohibit anyone from applying but the county is looking for someone with experience in jails which is why the criteria is expressed that way. Commissioner Keefe stated he was unable to find within the RFP whether accreditation was required. Mr. Moorefield stated it is not a requirement to bid or be accepted for bid, but the criteria is that whoever is selected will seek, apply for and maintain accreditation if selected to provide the service.

Commissioner Boose noted the language "health care services" and "correctional health care services" and asked for clarification as to what is required. Mr. Moorefield stated the requirement is to provide health care services. Commissioner Boose asked how many organizations/providers currently have active contractual relationships with one or more governmental entities in North Carolina. Ronnie Mitchell, Legal Counsel for the Sheriff's Office, stated there are three major companies that have a number of contracts throughout the state, there are fewer still that are not considered to be major companies and there is one Sheriff's Office that hires and retains its own physicians, nurses and medical technicians. Commissioner Boose noted the language "must have five years corporate experience in

administering health care programs and providing services” and asked whether there were three major companies that have five years. Mr. Mitchell stated there are three major companies that have at least five years and then there are at least three other companies that have five years with many having more than five years but have changed corporate entities within the ten-year timeframe. Commissioner Boose noted other language that stated “to provide health care services specifically for a correctional facility” and stated that appears to be in opposition to the language for the requirement “to provide health care services”. Commissioner Boose stated he felt the RFP was being narrowed down and not opened up. Mr. Mitchell stated the language in the RFP places emphasis on the ability to provide services and the term institutional health care is not necessarily correctional health care. Mr. Mitchell stated opening it up to any institutional health care provider will make sure an entity such as a hospital is large enough to manage the health care of the jail. Commissioner Boose asked whether the hospital would be excluded under the language in the RFP. Mr. Mitchell stated the language “at least five institutions where the proposer is providing or has provided medical care” does not mean the medical care has to be currently provided although when considering the multiple campuses the hospital has, the hospital could easily qualify. Mr. Mitchell also stated there is nothing that prohibits the hospital from submitting a bid and the desire has been expressed that the hospital be able to bid should it choose to do so.

Commissioner Boose inquired regarding the significance of standards developed by the NCCHC and ACA. Mr. Mitchell stated the ability to be accredited by both commissions establishes the highest level of care. Mr. Mitchell stated the hope under the RFP is to make use of all facilities currently existing within the detention center, such as the infirmary, which taxpayers have already paid for. Mr. Mitchell stated the NCCHC accreditation would be needed to do that.

Commissioner Council asked whether the language would serve to exclude participation by entities not in the correctional institution business. Ms. Cannon responded in the negative and stated staff worked to make sure the language was changed so as not to exclude entities not providing correctional care and include entities providing health services in some type of setting.

Commissioner Boose inquired whether there was a statewide requirement for standards developed by the NCCHC or ACA. Mr. Moorefield stated it was not a legal requirement. Commissioner Boose inquired whether it would provide a reduction in the county’s insurance premiums. Mr. Moorefield stated the county is self insured so it would not address insurance and the reason for the insistence on accreditation is that it enables the county to more readily establish the standard of care for the provision of these services in lawsuits in which the standard of care is an alleged issue.

Commissioner Keefe concurred with Commissioner Council in stating he wants to insure that anyone that has the desire and capability can bid on the contract without what may be considered unrealistic expectations. Additional questions and comments followed.

MOTION: Commissioner Council moved to approve the RFP process for health care delivery services at the Cumberland County Detention Center with the understanding that everyone can apply.
SECOND: Commissioner Evans
VOTE: UNANIMOUS (7-0)

3. Public Hearings

Ms. Cannon explained the Board of Commissioners’ procedures for public hearings.

Uncontested Rezoning Cases

Patti Speicher, Planning and Inspections Department, provided a synopsis of the petitioner’s request and stated there were no speakers signed up in opposition to Case P17-02 and the Planning Board recommended approval of Case P17-02.

- A. Case P17-02: Rezoning of 2.00+/- acres from RR Rural Residential to C(P) Planned Commercial/CZ Conditional Zoning for outside storage of motor vehicles, including trucks and recreational vehicles, and pod containers, or to a

more restrictive zoning district; located on the east side of Applegate Road, south of SR 1003 (Camden Road); submitted by Michael Waguespack on behalf of CAM Rocks, LLC (owner).

Planning Board Meeting Date: February 21, 2017
Planning Board Action: Approve the staff recommendation.
Staff Recommendation: 1st motion for Case P17-02: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

2nd motion for Case P17-02: Move to approve the rezoning for C(P) Planned Commercial/CZ Conditional Zoning for outside storage of motor vehicles, including trucks and recreational vehicles, and pod containers.

Chairman Adams opened the public hearing for Case P17-02.

The clerk to the board advised there were no speakers for Case P17-02.

Chairman Adams closed the public hearing for Case P17-02.

MOTION: Commissioner Lancaster moved in Case P17-02 to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Lancaster moved in Case P17-02 to approve the rezoning for C(P) Planned Commercial/CZ Conditional Zoning for outside storage of motor vehicles, including trucks and recreational vehicles, and pod containers.

SECOND: Commissioner Faircloth

VOTE: UNANIMOUS (7-0)

Ms. Speicher provided a synopsis of the petitioner's request and stated there were no speakers signed up in opposition to Case P17-08 and the Planning Board recommended approval of Case P17-08.

B. Case P17-08: Rezoning of 2.74+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district, located at 4957 Grays Creek Church Road & 6829 Jacamp Drive, submitted by Tim Evans on behalf of Rockfish Run, LLC and Horace & Elizabeth Dew (owners).

Planning Board Meeting Date: February 21, 2017
Planning Board Action: Approve the staff recommendation.
Staff Recommendation: 1st motion for Case P17-08: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

2nd motion for Case P17-08: Move to approve the rezoning for R40 Residential district.

Commissioner Keefe asked about zoning surrounding the subject property. Ms. Speicher stated the area was not zoned until the mid 1990's and there are many tracts in the Gray's Creek area that do not meet the minimum for A1. Ms. Speicher stated the ordinance does allow for an provide exceptions for those pre-existing lots and they would be held to the RR Rural Residential standard for one dwelling.

Chairman Adams opened the public hearing for Case P17-08.

The clerk to the board advised there were no speakers for Case P17-08.

Chairman Adams closed the public hearing for Case P17-08.

MOTION: Commissioner Faircloth moved in Case P17-08 to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Faircloth moved in Case P17-08 to approve the rezoning for R40 Residential district.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

Items of Business

4. Consideration of Proposed Schedule for Fiscal Year 2018 Budget Work Sessions and Budget Public Hearing

BACKGROUND:

Management anticipates submitting the FY18 Proposed Budget to the Commissioners on Thursday, May 25, 2017. Several work sessions may be needed for your review.

The following schedule is recommended for your consideration with all meetings to be held in the Cumberland County Courthouse, 117 Dick Street, Fayetteville, NC.

Thursday, May 25, 2017	7:00 PM	Budget Presentation	Room 118
Tuesday, May 30, 2017	5:30 PM	Budget Work Session	Room 564
Wednesday, May 31, 2017	5:30 PM	Budget Work Session / Dept. Head Appeals	Room 564
Monday, June 5, 2017	7:00 PM	Budget Public Hearing / Work Session	Room 118
Thursday, June 8, 2017	5:30 PM	Budget Work Session	Room 564
Tuesday, June 13, 2017	5:30 PM	Budget Work Session	Room 564
Wednesday, June 14, 2017	5:30 PM	Budget Work Session – if needed / Adopt Budget	Room 564

RECOMMENDATION/PROPOSED ACTION:

Adopt a schedule for FY18 budget work sessions and public hearing as recommended or modified.

Ms. Cannon reviewed the background information recorded above and the proposed schedule for budget work sessions and the public hearing. In response to a question from Commissioner Boose, Ms. Cannon stated Thursday, May 25 is before Memorial Day Monday, May 29.

MOTION: Commissioner Lancaster moved to adopt the schedule for FY18 budget work sessions and public hearing as recommended.

SECOND: Commissioner Council

VOTE: UNANIMOUS (7-0)

5. Consideration of a Request of Cargill, Inc. to Close a Portion of Underwood Road and Schedule Public Hearing

BACKGROUND:

Cargill, Inc., has requested the Board of Commissioners to close that portion of Underwood Road that lies on its property between River Road and Custer Avenue for a total distance of 0.28 miles. The closure of roads by the Board of Commissioners is governed by G.S. § 153A-241. The process is commenced by the Board adopting a resolution of intent. Once that resolution is adopted the statute requires advertised and specific notice of a public hearing on the proposed closure. The Board may close the road after the public hearing if the Board is satisfied that the closure is not contrary to the public interest and that no individual owning property in the vicinity of the road would be deprived of reasonable means of access to his or her property. Any person who is aggrieved by the closure may appeal to the courts within 30 days of the order of closure being adopted. Once the road is closed, title to the property lying in the road vests in the adjoining property owners.

The Board of Commissioners only has the authority to close roads that are not in the State Highway System or a city. Underwood Road is designated as S.R. 1730; however, the portion for which closure is requested was abandoned from state maintenance January 4, 2017, by action of the State Board of Transportation. The State Department of Transportation notified the county attorney of this abandonment from maintenance on January 30, 2017. A copy of the notice from the State Department of Transportation is Exhibit 1 (not included herein). The State's Notice included a copy of the Secondary Road Abandonment Investigation Report is Exhibit 2 (not included herein), and the Board of Transportation's System Deletion Report is Exhibit 3 (not included herein).

The only other parcel abutting the portion of the road which has been abandoned by NCDOT is owned by John B. Smith, Jr.; Curtis B. Smith; and Suellen S. Carter as Trustees of the John and Carolyn Smith Grandchildren's Trust. This parcel owner has also submitted a petition for closure. The petitions of Cargill, Inc., and the trustees are Exhibits 4 and 5 (not included herein).

Cargill has constructed a new road with an 80' right of way to connect River Road with Custer Avenue. That road has is named Oilseed Drive. The Board of Commissioners approved the addition of Oilseed Drive into the State High System on November 7, 2016. A plat showing the addition of Oilseed Drive and the abandonment of the portion of Underwood Road was prepared for Cargill, Inc., by Joyner Keeny, PLLC, and was recorded October 17, 2016 in Plat Book 138 at page 97. The plat shows the name of the new road as Oilseed Road instead of Oilseed Drive. A complete legal description of the abandoned portion of Underwood Road is provided on the plat. The plat shows that the abandonment does not create any land-locked parcels. A reduced copy of the plat is Exhibit 6 (not included herein).

RECOMMENDATION/PROPOSED ACTION:

The county attorney recommends the Board to commence this closure by adopting the Resolution of Intent as follows:

**RESOLUTION OF INTENT TO CLOSE A PORTION OF UNDERWOOD ROAD
AND CALLING A PUBLIC HEARING ON THE QUESTION PURSUANT TO G.S. 153A-241**

WHEREAS, Cargill, Inc., and the Trustees of the John and Carolyn Smith Grandchildren's Trust submitted petitions to the Board of Commissioners (the "Board") requesting the Board to close that portion of Underwood Road that lies on the property of Cargill, Inc., between River Road and Custer Avenue for a total distance of 0.28 miles; and

WHEREAS, the Board finds that this portion of Underwood Road has been abandoned from maintenance by the North Carolina Department of Transportation; and

WHEREAS, the Board finds that the requested closure would not cause any other parcel to become landlocked; and

WHEREAS, the Board finds that a plat showing the legal description of the area of the road to be closed and the addition of Oilseed Drive to the State Highway system is recorded in Plat Book 138 at page 97.

BE IT RESOLVED, that pursuant to the request of the property owners described above, the Board intends to close the above-described portion of Underwood Road.

BE IT FURTHER RESOLVED, that the Board shall hold a public hearing on the question of this closure April 18, 2017, at 6:45 p.m. in the Commissioners Meeting Room (Room 118), First Floor, Courthouse, 117 Dick Street, Fayetteville, North Carolina, to hear all interested persons who appear with respect to whether the closure would be detrimental to the public interest or to any individual's property rights.

BE IT FURTHER RESOLVED, notice of this public hearing shall be given in accordance with G.S. § 153A-241.

Adopted in regular meeting March 20, 2017.

Mr. Moorefield reviewed the background information recorded above and stated this has been going on for quite some time since Cargill went through a major expansion and reconfigured its plant. Commissioner Boose asked Mr. Moorefield whether there had been any pre-public hearing feedback. Mr. Moorefield stated there has been no feedback.

MOTION: Commissioner Lancaster moved to commence this closure by adopting the Resolution of Intent.
SECOND: Commissioner Boose
VOTE: UNANIMOUS (7-0)

6. Nominations to Boards and Committees

A. Board of Health (1 Vacancy)

Commissioner Council nominated Dr. Sam Fleishman.

7. Appointments to Boards and Committees

A. Adult Care Home Community Advisory Committee (1 Vacancy)

Nominee: Niokie Cunningham

B. Nursing Home Advisory Board (2 Vacancies)

Nominees: Niokie Cunningham
Brenda McArthur-Strong

There being an equal number of vacancies and nominees,

MOTION: Commissioner Evans moved to appoint all nominees to their respective positions.
SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

8. Closed Session: If Needed

No closed session was held.

Prior to the departure of the Fayetteville-Cumberland Youth Council members, Chairman Adams provided an opportunity for them to share what they learned from the meeting. Mr. Pribis stated this was his second meeting and he was taken back by the professionalism and politeness of the Board. Mr. Pribis thanked the Board for recognizing youth in Fayetteville. Ms. Woods stated this was her first meeting and she liked the fast pace. Ms. Wood stated she

learned how much zoning affects everyone. Mr. Pribis and Ms. Wood thanked the Board for being invited to attend the meeting.

MOTION: Commissioner Faircloth moved to adjourn.
SECOND: Commissioner Council
VOTE: UNANIMOUS (7-0)

There being no further business, the meeting adjourned at 7:38 p.m.

Approved with/without revision:

Respectfully submitted,

Candice H. White
Clerk to the Board