



# COUNTY OF VANCE, NORTH CAROLINA

122 YOUNG STREET, SUITE B  
HENDERSON, NORTH CAROLINA 27536

JORDAN McMILLEN  
COUNTY MANAGER  
(252) 738 - 2002

KELLY H. GRISSOM  
CLERK TO BOARD  
(252) 738 - 2003

## MEMORANDUM

To: Dan Brummitt  
Carolyn Faines  
Yolanda Feimster  
Thomas S. Hester, Jr.  
Archie B. Taylor, Jr.  
Gordon Wilder

From: Kelly H. Grissom, Clerk to the Board *KG*

Date: October 18, 2022

Re: **Special Called Meeting**

This memorandum will serve as notice that Chairman Leo Kelly, Jr. has called a special meeting for **Monday, October 24, 2022 at 5:00 p.m.** in the Commissioners' Conference Room, Vance County Administration Building, 122 Young Street, Henderson, NC. The purpose of the meeting is to:

1. Enter into closed session to discuss an economic development project
2. Jail Health Services
3. Approval of Closed Session Minutes
4. Other items as needed

c: Leo Kelly, Jr., Chairman

**Vance County**  
**County Manager's Report to the Board**  
**October 24, 2022**

**Jail Health Services.** Southern Heath Partners (SHP) terminated their jail health contract and concluded their services at the Jail on Friday, October 14<sup>th</sup> after providing a two week notice. Multiple efforts have been made in coordination with the Health Department and Sheriff to locate a company or provider that could step in to assist on short notice. Three of the four companies contacted declined interest and late Friday, October 14<sup>th</sup> StarMed Healthcare agreed to step in to help in the short term. The Health Department was instrumental in identifying StarMed which is an urgent care company located in Charlotte and health department nurses were critical in filling the gap over the first weekend until the transition was made. Due to the potential risks and short timeframe for StarMed's startup coupled with the lack of local staff and our emergent situation, the cost for the first week was \$52,500 and the cost for the second week is \$40,000. StarMed is interested in extending their contract for an additional 60 days and we have expressed concerns relative to cost if we are to agree to a longer term contract. We believe the potential risks without these services could be significantly higher than this amount. We are continuing to look for a long term solution which will require the need for a local physician to oversee the program as well as nurses to work in the jail. As you are aware, the Sheriff oversees the jail inclusive of the requirement to secure, provide, and maintain healthcare while the County is responsible for the financial aspect. The proposed budget amendment from fund balance should be adequate for up to the next 60 days. We are requesting the board's retroactive approval of the first week's contract as well as approval of the second week's contract and to authorize the manager to approve additional contracts up to the next 60 days.

***Recommendation 1:** Retroactively approve first week contract with StarMed Healthcare, approve second week contract and authorize the manager to finalize contracts for up to 60 additional days.*

***Recommendation 2:** Approve budget amendment from fund balance for jail health services.*

## **Vance County Jail - Medical Services Agreement StarMed Healthcare**

The Correctional Health Services Agreement ("Agreement") is made and entered into as of 14th day of October 2022, by and between Vance County Jail, a body politic and corporate under the laws of the state of North Carolina (referred to collectively as a "County"), and StarMed Family & Urgent Care, P.A., a North Carolina professional association (referred to hereinafter as "StarMed").

### **BACKGROUND**

Vance County Jail has approached StarMed with an emergency and immediate need for Correctional Health Services. This agreement will serve as a "temporary" agreement in order to facilitate emergency contracted services between Vance County Jail and StarMed. This agreement has been created with the mutual expectation that it will eventually be replaced by a longer term agreement that is more formalized in nature. This agreement will go live as of the date of the date of execution by both parties for a term of 7 days. Both parties have the right, but not the obligation to extend an additional 7 days, if mutually agreed upon. The scope of services to be provided by StarMed is captured in the below section "Scope of Work".

### **SCOPE OF WORK**

#### **Receiving/Screening**

A preliminary health screening form shall be filled out immediately upon each inmate's arrival and the form shall be provided to the provider. At a minimum, the screening must include:

- Current illnesses and health problems.
- 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, if applicable.
- Document referral of prisoners to qualified medical personnel for emergency treatment.
- Notation of personal physician and any medical needs.
- Assessment of suicidal risk.

#### **Health Appraisal**

Provider shall perform a comprehensive Health Assessment on any inmate within 24 hours (or such other stricter time limit as required by statute or controlling authority) of the arrival of the inmate at the Jail. 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 with comments about mental and dental status.
- Review of physical examination and test results by a physician for problem identification must take place.
- Other tests 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 a sick call system. Sick calls 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.

#### **Specialty Services**

To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. The provider 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 a medical specialist, the provider shall make referral arrangements and coordinate with jail staff for the transportation to specialists visits off-site. Emergency Services  
The provider 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 jail staff.

### **Ancillary Services**

Routine laboratory and X-ray procedures 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. Provider 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 will include a basic dental screening. In the event an inmate requires the services of a dental specialist, the provider shall make referral arrangements and coordinate with jail staff for the transportation to the specialist visits off-site.

### **Pharmaceuticals**

Provider shall provide a total pharmaceutical system for the Jail 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 Waste**

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

### **Medical Records**

The current medical records are kept electronically in COREMR, which is licensed through the facility. All inmates must have a medical record which is kept up to date at all times The medical 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 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 record will be done by professional nurses or trained medical records clerks. Under no circumstances will inmates be allowed access to medical records. All procedures concerning the confidentiality of medical records shall adhere to all HIPPA 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 at when requested and agreed to by StarMed and to include first-aid, CPR Training, etc.

### **Consultation Services**

The provider 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 provider.

### **Quality Assurance and Improvement**

The provider shall institute 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:

- Inmate's requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by any specialist
- Infirmary admission, patient days, average length of stay
- Off-site hospital admissions to include ER and general physician referrals
- Medical specialty consultation referrals
- Intake medical screening
- Mental Health admissions
- Psychiatric evaluations
- Substance Use Disorder Admissions
- Diagnostic studies
- 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
- Monthly off-site visits

### **Staffing**

Providers 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 scope of services above.

**Personnel**

The provider 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, and administrative directives. Provided personnel may include the following:

- LPN(s)
- Medical Technician(s)
- Paramedic(s)
- RN(s)
- Security Guard(s)
- Medical Director(s)

Certain onsite staffing positions (LPN / Paramedic / RN / Med Techs / Security Guards) will operate 12 hours a day, 7 days a week). A medical director will be onsite 1x a week for 4 hours and have the ability to take phone calls during all hours.

**Compensation**

Vance County Jail will pay the sum of \$52,500 for services provided by StarMed over each 7 day term agreed upon by both parties. This compensation will only capture the overhead costs of personnel listed above and the administrative support for the services rendered within this agreement. All additional costs incurred by StarMed within the scope of this agreement, not mentioned in the prior sentence, will be covered by Vance County Jail, including, but not limited to, specialty services, dental services, supplies, equipment, emergency transportation, and insurance liability.

Acknowledged and Agreed:

STARMED

By:  \_\_\_\_\_

Date: 10/14/22

County of Vance, North Carolina

By: Jordan McMill

Date: 10/14/2022

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Acknowledged and Agreed:

STARMED

County of Vance, North Carolina

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**VANCE COUNTY BUDGET AMENDMENT REQUEST**  
2022-2023 Fiscal Year

A request to amend the 2022-2023 Vance County Budget is hereby submitted to the Vance County Board of Commissioners as follows:

**Revenue Amendment Request**

DESCRIPTION	ACCOUNT NUMBER	REVENUE INCREASE (DECREASE)
Fund Balance	10-399-00000	400,000.00

TOTAL REVENUE INCREASE (DECREASE) \$ 400,000.00

Reason for Revenue Amendment Request: Jail health - Up to amount to cover interim jail health costs

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**Expenditure Amendment Request**

DESCRIPTION	ACCOUNT NUMBER	EXPENSE INCREASE (DECREASE)
Health Care-Drugs Medicine	10-520-500046	400,000.00

TOTAL \$ 400,000.00

Reason for Expense Amendment Request: Jail health - Up to amount to cover interim jail health costs

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Requested by: \_\_\_\_\_ Date \_\_\_\_\_

APPROVED: VANCE COUNTY BOARD OF COMMISSIONERS IN MEETING OF _____ _____ Kelly Grissom , Clerk VANCE COUNTY BOARD OF COMMISSIONERS
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Reviewed by  
Finance Office \_\_\_\_\_