

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**

**MEETING DATE:** January 6, 2014

**SUBJECT:** Parkway Behavioral Health – Performance Agreement Amendment

**PRESENTER:** Amy Brantley

**ATTACHMENTS:** Yes

1. Revised Contracts

**SUMMARY OF REQUEST:**

The County has been notified that Parkway Behavioral Health, LLC is being purchased by Parkway of Family Preservation Services of North Carolina (FPSNC) as of January 1, 2014. Parkway reports that Parkway of Family Preservation Services will be hiring all the same staff, providing all of the same services and their offices will stay at the same location so consumers should see very little change.

The County currently has two Performance Agreements in place with Parkway Behavioral Health: one for the provision of general case management services, and one for provision of clinical support and referrals at the Henderson County Detention Center.

**BOARD ACTION REQUESTED:**

The Board is requested to approve the amendments to the contracts as presented, which reflect the new agreement between the County and Parkway of Family Preservation Services, including language that ensures that Parkway of Family Preservation Services assumes all responsibilities of the Parkway Behavioral Health contract.

**Suggested Motion:**

*I move the Board approve the amended Performance Agreements as presented.*

**PERFORMANCE AGREEMENT  
BETWEEN  
*Parkway of Family Preservation Services*  
AND  
*Henderson County***

This agreement is hereby entered into by and between Henderson County, hereinafter referred to as the  
the  
“County,” and the Parkway of Family Preservation Services, hereinafter referred to as the “Agency” in  
order to delineate the responsibilities of both parties.

**I. Nature and Term of Agreement**

This agreement shall serve as the formal memorandum of agreement between the County and the Agency for the purpose of ensuring that County’s Mental Health Maintenance of Effort funds are used between July 1, 2013 and June 30, 2014 in accordance with priorities expressed in the Agency’s Mental Health Services Proposal. The agreement also shall serve as a performance contract between the County and the Agency during said fiscal year. As such, the agreement provides not only responsibilities of the parties, but also specific performance requirements, and monitoring procedures regarding those requirements.

Whereas, the Board of County Commissioners has appropriated the sum of **\$68,000** in funding between July 1, 2013 and June 30, 2014 to support this purpose; and

Whereas, the COUNTY has already paid out \$34,000 of the appropriated funding leaving a balance of **\$34,000**; and

Whereas, Parkway of Family Preservation Services assumes all responsibilities of the Parkway Behavioral Health contract; and

Whereas, it is desirable and necessary to enter into this agreement in order to set forth the terms and conditions for receiving said funds from the County.

**II. Agency Responsibilities**

Now, therefore, in consideration of the following the parties hereto do mutually agree as follows:

1. The Agency agrees to use the funds appropriated by the County in a manner and for the purposes specified in their proposal and to the levels specified in attachment 1, a copy of which are attached hereto and incorporated by reference as if to set forth fully herein.
2. The Agency shall not assign any interest in this agreement and shall not transfer any interest in the agreement without prior written approval of the County.
3. The Agency shall submit to the County an annual status report of all program activities including a summary of the accomplishment of stated goals and objectives. This annual report shall be submitted at the end of the fiscal year or upon request of the County.
4. The County shall be entitled to conduct an evaluation of the Agency’s programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
5. The agreement may only be amended by written amendments mutually agreed upon by and between the County and the Agency.
6. In rare circumstances it may be necessary for the County to audit the fiscal statements and books of the Agency; if requested, the Agency will comply and cooperate with any monitoring or auditing procedures/processes deemed appropriate by the County.
7. The Agency shall comply with HB1473, Section 10.49.(ff).

**Attachments to the Performance Agreement**

Attachments referenced within this agreement and listed remain in effect between July 1, 2013 and June 30, 2014.

1. Performance Indicators for the Performance Agreement
2. Mental Health Grant Application / Proposal

In witness thereof, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST:

HENDERSON COUNTY

\_\_\_\_\_  
Clerk to the Board Date

\_\_\_\_\_  
Chairman Date  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Chairperson Date  
Agency Board of Directors

\_\_\_\_\_  
Director Date  
Parkway of Family Preservation  
Services

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
County Finance Director Date

**ATTACHMENT 1  
PERFORMANCE INDICATORS FOR THE PERFORMANCE AGREEMENT**

Note: Please list indicators for all activities indicated within the Grant Application. Use as many spaces as necessary.

<b>SERVICE OUTCOMES</b>	<b>OUTCOME MEASUREMENT</b>
Available clinical hours for services provided – hours provided per week	37
Provide at least one referral discharge resource for each identified inmate agreeing to accept a referral	100%
Maintain current community resources appropriate for inmate referrals	100%
Staff available during regular business hours to complete mental health assessments within 24 hours of Detention Center request	90%
Track data on inmate follow through on discharge referrals for continuation of mental health/substance abuse services	50%
Staff will continue to monitor available community resources to assist with discharge planning	90%

**ATTACHMENT 2  
MENTAL HEALTH MOE PROPOSAL**

[Original application to be attached by the County]

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**I. Nature and Term of Agreement**

This agreement shall serve as the formal memorandum of agreement between the County and the Agency for the purpose of ensuring that County’s Mental Health Maintenance of Effort funds are used between July 1, 2013 and June 30, 2014 in accordance with priorities expressed in the Agency’s Mental Health Services Proposal. The agreement also shall serve as a performance contract between the County and the Agency during said fiscal year. As such, the agreement provides not only responsibilities of the parties, but also specific performance requirements, and monitoring procedures regarding those requirements.

Whereas, the Board of County Commissioners has appropriated the sum of **\$15,000** in funding between July 1, 2013 and June 30, 2014 to support this purpose; and

Whereas, the COUNTY has already paid out \$7,500 of the appropriated funding leaving a balance of **\$7,500**; and

Whereas, Parkway of Family Preservation Services assumes all responsibilities of the Parkway Behavioral Health contract; and

Whereas, it is desirable and necessary to enter into this agreement in order to set forth the terms and conditions for receiving said funds from the County.

**II. Agency Responsibilities**

Now, therefore, in consideration of the following the parties hereto do mutually agree as follows:

8. The Agency agrees to use the funds appropriated by the County in a manner and for the purposes specified in their proposal and to the levels specified in attachment 1, a copy of which are attached hereto and incorporated by reference as if to set forth fully herein.
9. The Agency shall not assign any interest in this agreement and shall not transfer any interest in the agreement without prior written approval of the County.
10. The Agency shall submit to the County an annual status report of all program activities including a summary of the accomplishment of stated goals and objectives. This annual report shall be submitted at the end of the fiscal year or upon request of the County.
11. The County shall be entitled to conduct an evaluation of the Agency’s programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
12. The agreement may only be amended by written amendments mutually agreed upon by and between the County and the Agency.
13. In rare circumstances it may be necessary for the County to audit the fiscal statements and books of the Agency; if requested, the Agency will comply and cooperate with any monitoring or auditing procedures/processes deemed appropriate by the County.
14. The Agency shall comply with HB1473, Section 10.49.(ff).



**ATTACHMENT 1  
PERFORMANCE INDICATORS FOR THE PERFORMANCE AGREEMENT**

Note: Please list indicators for all activities indicated within the Grant Application. Use as many spaces as necessary.

<b>SERVICE OUTCOMES</b>	<b>OUTCOME MEASUREMENT</b>
Provide basic consumers with case management services	200
Hours of Patient Assistance Programming (PAP) provided to consumers to obtain free medications	200
Free PAP medications obtained for consumers	\$150.000

**ATTACHMENT 2  
MENTAL HEALTH MOE PROPOSAL**

[Original application to be attached by the County]