BOARD OF COMMISSIONERS

L. KEVIN ENSLEY, CHAIR
BRANDON C. ROGERS, VICE CHAIR
TOMMY LONG
JENNIFER M. BEST
TERRY RAMEY

COUNTY MANAGER BRYANT MOREHEAD
COUNTY ATTORNEY FRANK QUEEN

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA FOR
MONDAY, DECEMBER 2, 2024 – 9:00 AM
HISTORIC COURTHOUSE AT 215 N. MAIN STREET, WAYNESVILLE, NC

Citizens are encouraged to view the Board of Commissioners meetings online. Regular meetings are streamed live on the county website at www.haywoodcountync.gov, Agendas, Minutes, Videos. Public comments may be made by using the eComment feature at www.haywoodcountync.gov , Agendas, Minutes, Videos or by email to the Clerk to the Board at amy.stevens@haywoodcountync.gov no later than 5:00 p.m. on the Sunday before each regularly scheduled Monday Board meeting.

I. Call to Order

II. Pledge of Allegiance/Invocation - Sheriff Bill Wilke, Chaplain for the North Carolina Association of Sheriffs

III. Public Hearing

IV. Organizational Session

1. Commissioner's Oath of Office for L. Kevin Ensley - The Honorable Donna Forga, District Court Judge, 30th Judicial District, North Carolina

2. Commissioner's Oath of Office for Brandon C. Rogers - The Honorable Donna Forga, District Court Judge, 30th Judicial District, North Carolina

3. Election of Commissioner's Chairman - County Manager Bryant Morehead

4. Election of Commissioner's Vice-Chairman - Chairman of the Board of County Commissioners

5. Request approval of the 2025 Holiday and Meeting Schedule - Chairman of the Board of County Commissioners

6. List of Boards on which Commissioners serve, consideration and approval of assignments - Chairman of the Board of County Commissioners

V. Public Comment Session
Citizens must sign up for public comment prior to ten (10) minutes of start time and each

speaker is limited to three (3) minutes. Audience members may not address the Board at any time during deliberations unless recognized by the Chairman.

VI. Constituent Concerns

VII. Administrative/Agency Reports/Presentations

1. Tropical Storm Helene recovery updates - Emergency Service Director Travis Donaldson

VIII. Discussion/Adjustment to Agenda

IX. Consent Agenda

1. Request approval of reaffirmation of surety bond amounts for County Officials per G.S. 58-72-20. Bonds are listed as: Kristian Owen, Finance Director - Bond amount $1,000,000 per N.C.G.S. 159-29; Sebastian Cothran, Tax Collector - Bond amount $250,000 at a term of four years per N.G. G.S. 105-439(c); Sherri Rogers, Register of Deeds - Bond amount $10,000 per N.C.G.S. 161-4; Bill Wilke, Sheriff - Bond amount $5,000 per N.C.G.S. 162-8

2. Request approval of budget amendment - Public Health - $161,280.00 - to accept and appropriate federal funds from NC Division of Public Health - Local and Community Support Branch - to meet critical infrastructure needs and to make strategic investments that will have lasting effects on local public health departments by retaining, supporting, and training the workforce to better serve and protect the health of communities.

3. Request approval of budget amendment - Public Health - $1,445,148 - to accept and appropriate grant funds from Vaya Health to serve residents of Haywood County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery.

4. Request approval of budget amendment - Recovery Court $25,000 to accept and appropriate grant from Dogwood Health Trust to assist Recovery Court in assessing, locating, and securing long-term financial resources for program sustainability and for County Manager to execute all necessary documents.

5. Request approval of budget amendment - Public Health - $109,470 - to accept and appropriate funds for the North Carolina Medicaid Cost Report from NC DHHS Division of Health Benefits - to be used in Public Health's Medicaid eligible programs for salary reimbursement of current staff and purchase of supplies and equipment in Public Health clinics.

6. Request approval of budget amendment - Animal Services $10,000 - to accept and appropriate grant from PetCo to be used for animal life saving measures

7. Request approval of budget amendment - Sheriff $119,951 - to accept and appropriate contract with Lake Junaluska for law enforcement services and approval for County Manager to execute all documents.

8. Request approval of budget amendment - Sheriff $21,579 - to accept and appropriate Firehouse Subs Public Safety Foundation grant for the purchase of a Polaris Ranger XP 1000 Premium to assist in searches, rescues, recoveries, and moving of personnel with tactical gear into location in a timely manner.

X. Regular Agenda

1. Request approval of Resolution to Authorize Transfer of 392 Rovingwood Drive, Waynesville, NC to Southwestern Commission - Executive Director of Southwestern Commission Russ Harris and Southwestern Commission Project Manager of Housing LeNay Shular

2. Request approval for Center Pigeon Fire Department to enter into an installment financing agreement with United Financial (HomeTrust Bank) in an amount not to exceed $300,000 for a period of 10 years. Proceeds will be used for building renovations including roof and gutter replacement, raising the front of the building by four feet, replacing 5 garage doors with 12 foot high doors, adding brick to building. $100,000 will be contributed to the project from savings - Fire Chief Johnny Pless

XI. Appointments

1. Request approval to reappoint Health and Human Services Director Ira Dove to the Region 1 - VAYA Regional Board

XII. Closed Session

XIII. Adjournment

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Commissioner's Oath of Office for L. Kevin Ensley - The Honorable Donna Forga, District Court Judge, 30th Judicial District, North Carolina

Board Action Request:

Requested Action Department:
Administration

Presenter:
Amy Stevens

Background/Justification:

Budgetary Impact:

Policy Impact:

Attachments:

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Commissioner's Oath of Office for Brandon C. Rogers - The Honorable Donna Forga, District Court Judge, 30th Judicial District, North Carolina

Board Action Request:

Requested Action Department:
Administration

Presenter:
Amy Stevens

Background/Justification:

Budgetary Impact:

Policy Impact:

Attachments:

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Election of Commissioner's Chairman - County Manager Bryant Morehead

Board Action Request:

Requested Action Department:
Board of Commissioners

Presenter:
Amy Stevens

Background/Justification:

Budgetary Impact:

Policy Impact:

Attachments:

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Election of Commissioner's Vice-Chairman - Chairman of the Board of County Commissioners

Board Action Request:

Requested Action Department:
Board of Commissioners

Presenter:
Amy Stevens

Background/Justification:

Budgetary Impact:

Policy Impact:

Attachments:

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval of the 2025 Holiday and Meeting Schedule - Chairman of the Board of County Commissioners

Board Action Request:

Requested Action Department:
Board of Commissioners

Presenter:
Amy Stevens

Background/Justification:

Budgetary Impact:

Policy Impact:

Attachments:
Proposed Meeting and Holiday Calendar 2025.pdf

CALENDAR YEAR 2025

BOCC Meeting Date and Time		Holidays
1/06/25	9:00 AM	New Year's: Wednesday, January 1
✶ 1/21/25	5:30 PM	Martin Luther King, Jr. Day: Monday, January 20
2/03/25	9:00 AM	
2/17/25	5:30 PM	
3/3/25	9:00 AM	
3/17/25	5:30 PM	
4/07/25	9:00 AM	
4/21/25	5:30 PM	Good Friday: Friday, April 18
5/05/25	9:00 AM	
5/19/25	5:30 PM	Memorial Day: Monday, May 26
6/02/25	9:00 AM	
6/16/25	5:30 PM	
7/21/25	5:30 PM	Independence Day: Friday, July 4
8/04/25	9:00 AM	
8/18/25	5:30 PM	
✶ 9/02/25	9:00 AM	Labor Day: Monday, September 1
9/15/25	5:30 PM	
10/06/25	9:00 AM	
10/20/25	5:30 PM	
11/03/25	9:00 AM	Veterans Day: Tuesday, November 11
11/17/25	5:30 PM	Thanksgiving: Thursday & Friday, Nov. 27 and 28
12/01/25	9:00 AM	Christmas: Wednesday, Thursday, Friday December 24, 25 & 26
12/15/25	5:30 PM	

✶ Monday Holiday – Meeting will be on Tuesday

Regular meetings for the Board of County Commissioners will be held on the first Monday of the month at 9:00 a.m and the third Monday of the month at 5:30 p.m. unless otherwise noted.

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
List of Boards on which Commissioners serve, consideration and approval of assignments - Chairman of the Board of County Commissioners

Board Action Request:

Requested Action Department:
Board of Commissioners

Presenter:
Amy Stevens

Background/Justification:

Budgetary Impact:

Policy Impact:

Attachments:
Board assignments 2024.pdf

Board, Commission or Committee	Meeting Frequency	Commissioner(s) serving
Engineering Review Board	As necessary	Commissioner Ramey
Fairgrounds Board	1st Monday at 5:00 p.m.	Commissioner Ensley
French Broad River Metropolitan Planning Organization (MPO) Transportation Advisory Committee	3rd Thursday monthly at 1:00PM at Land of Sky Regional Council	Commissioner Ensley
French Broad River Rural Planning Organization (RPO) Transportation Advisory Committee	3rd Wednesday at 1:30 p.m, no meeting in July, Dec.	Commissioner Ensley
Haywood Chamber & Economic Development Council	EDC - 3rd Th even months at 3:30; Chamber - 4th Wed of even months at 3:30.	Commissioner Best
*Haywood Community College (HCC) Strategic Planning Committee	As necessary	Chairman
Haywood Healthcare Foundation	4th Mon - Even months - 5:30 p.m.	Commissioner Long
Haywood County Health & Human Svcs. Agency Bd	3rd Tuesday - 5:30 p.m.no July, Dec.	Commissioner Rogers
Juvenile Crime Prevention Council	1st Wed, 6 times per year Sept-May	Commissioner Long
Local Emergency Planning Committee	Quarterly - 3rd Thursday - noon	Commissioner Rogers
Library Board of Trustees	3rd Wednesday at 12:30 p.m.	Commissioner Best
Mountain Projects, Inc. (MPI) Board of Directors	2nd Fri. - bi-monthly 8:30 a.m.	Commissioner Rogers
Recreation Advisory Board	2nd Thursday - 5:30 p.m., even months	Commissioner Rogers
Sediment Control Commission	As necessary	Commissioner Ramey
Southwestern Commission	4th Mon - bi-monthly - 7:00 p.m.	Commissioner Best
Solid Waste Advisory Committee	As necessary	Commissioners Rogers, Long
Tourism Development Authority	4th Wednesday - most months 9 am	Commissioner Best
VAYA County Commissioner Advisory Board	Schedule TBD	Commissioner Ramey
Watershed Review Board	As necessary	Commissioner Ramey

* Chairman must serve

Long - 3
Ensley - 3
Rogers - 5

Best - 4
Ramey - 4

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Tropical Storm Helene recovery updates - Emergency Service Director Travis Donaldson

Board Action Request:

Requested Action Department:
Administration

Presenter:
Haven Muse

Background/Justification:

Budgetary Impact:

Policy Impact:

Attachments:

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval of reaffirmation of surety bond amounts for County Officials per G.S. 58-72-20. Bonds are listed as: Kristian Owen, Finance Director - Bond amount $1,000,000 per N.C.G.S. 159-29; Sebastian Cothran, Tax Collector - Bond amount $250,000 at a term of four years per N.G. G.S. 105-439(c); Sherri Rogers, Register of Deeds - Bond amount $10,000 per N.C.G.S. 161-4; Bill Wilke, Sheriff - Bond amount $5,000 per N.C.G.S. 162-8

Board Action Request:
G.S. 58-72-20 states that the bonds required by general statute shall be examined annually on the first Monday of December of every year and checked for impairment.

Requested Action Department:
Finance

Presenter:
Amy Stevens

Background/Justification:

Budgetary Impact:

Policy Impact:

Attachments:

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval of budget amendment - Public Health - $161,280.00 - to accept and appropriate federal funds from NC Division of Public Health - Local and Community Support Branch - to meet critical infrastructure needs and to make strategic investments that will have lasting effects on local public health departments by retaining, supporting, and training the workforce to better serve and protect the health of communities.

Board Action Request:

Requested Action Department:
HHSA - Health

Presenter:
Michelle Haynes

Background/Justification:
Agreement Addendum 117 Public Health Infrastructure: Local Workforce Development has been awarded again this Fiscal Year providing $161,280.00 in federal funding from the Local and Community Support Section of NC Division of Public Health. These funds are to help meet critical infrastructure needs to create a robust public health system to better serve the local community. These funds will be utilized for salary reimbursement of of current staff, supplies and training for current staff, and to expand public health workspace for better efficiency and patient workflow.

Budgetary Impact:

Policy Impact:

Attachments:
BUA AA117 Local Workforce Development $161,280 for 12.02.24 meeting.pdf

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2024-25

PER: _____
JNL: _____

Be it ordained by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2024.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
115110 Public Health				
SALARIES & WAGES-REGULAR	115110-512100	1,812,987	100,000	1,912,987
SPECIAL PRGM.WORKFORCE DEV	115110-523100-24LWD	-	47,580	47,580
TRAINING-WORKFORCE DEV	115110-539500-24LWD	-	13,700	13,700
				-
				-

This amendment will result in net increase/(decrease) of $161,280 in the expenditures of the General Fund.

To provide the additional revenue for the above amendment, the following revenues will be increased as the money has been received:

Revenue	Account Number	Current Budget	Increase (Decrease)	Amended Budget
110050 INTERGOVERNMENTAL REV				
REVENUE WORKFORCE DEV	110050-451260-24LWD	-	161,280	161,280
				-
				-
				-
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the _____ day of _____ , 20____.

Chairman
Haywood County Board of Commissioners

ATTEST:

Clerk to the Board

Explanation:
Agreement Addendum 117 Public Health Infrastructure: Local Workforce Development has been awarded again this Fiscal Year providing $161,280.00 in federal funding from the Local and Community Support Section of NC Division of Public Health. These funds are to help meet critical infrastructure needs to create a robust public health system to better serve the local community. These funds will be utilized for salary reimbursement of of current staff, supplies and training for current staff, and to expand public health workspace for better efficiency and patient workflow.

Division of Public Health Agreement Addendum FY 24-25

Haywood County Health & Human Services Agency
Local Health Department Legal Name

Local and Community Support Section
DPH Section / Branch Name

117 Public Health Infrastructure: Local Workforce Development
Activity Number and Description

Douglas Urland, (919) 604-6230
Doug.Urland@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2024 – 05/31/2025
Service Period

DPH Program Signature **Date**
(only required for a negotiable Agreement Addendum)

07/01/2024 – 06/30/2025
Payment Period

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ___

I. Background:

The pandemic emphasized the critical importance of a robust public health system. Public health departments need to continue their response work, apply lessons learned, and prepare for future public health emergencies. The pandemic accentuated long-standing weaknesses and created new challenges to the public health infrastructure. This Centers for Disease Control and Prevention (CDC) funding, awarded to the North Carolina Division of Public Health for a five-year period ending October 31, 2027, recognizes a history of underinvestment in the public health system and the foundational services it provides.

The Foundational Public Health Services (FPHS) framework was developed in 2013 to define a minimum package of core public health services areas that no public health jurisdiction can be without. The FPHS framework outlines the unique responsibilities of governmental public health and the vital role of governmental public health in a thriving community. These foundational service areas are core functions of local health departments and include 1) preventing the spread of communicable disease, 2) ensuring food, air, and water quality are safe, 3) supporting maternal and child health, 4) improving access and linkages to clinical care services, and 5) preventing chronic disease and injury. In addition to these foundational services, public health departments provide local protections and services unique to their community's needs.

Foundational Capabilities are the cross-cutting skills, knowledge, and practice needed in order to support and provide core public health services, functions, programs, and activities which are key to ensuring opportunities for health, promoting wellbeing and achieving health outcomes across a community. The Foundational Capabilities include: 1) Assessment & Surveillance, 2) Community

Health Director Signature (use blue ink or verifiable digital signature) — Date: 08/08/2024

LHD to complete:
[For DPH to contact in case follow-up information is needed.]
LHD program contact name: Sarah Banks
Phone and email address: 828-356-2244 sarah.banks@haywoodcountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2022

Partnership Development, 3) Equity, 4) Organizational Competencies, 5) Policy Development & Support, 6) Accountability & Performance Management, 7) Emergency Preparedness & Response, and 8) Communications.[1]

II. Purpose:

This funding is to help meet the short-term critical infrastructure needs and to make strategic investments which will have lasting effects on local public health departments in North Carolina. This funding supports the foundational capabilities and the local health department workforce needed to support service areas. Investments and improvements to foundational capabilities help rebuild and modernize public health departments, positioning local health departments to better serve their communities. The scope of workforce investment to support these foundational capabilities is wide and includes hiring, retaining, supporting, and training the workforce.

Short-term outcomes include increased hiring, training, and improvement in operational processes. Long-term outcomes include increasing the size of the public health workforce equipped with stronger foundational capabilities in order to better serve and protect the health of communities.

Funding is distributed to each individual local health department based on county population, social vulnerability, and equity indices and is to be used to invest in one or more of the five CDC-stated program areas.

III. Scope of Work and Deliverables:

To ensure local public health is prepared and capable to respond to the community's health needs and emerging health threats, the Local Health Department (LHD) shall invest in workforce and resources to meet the foundational services areas and needs of their communities. The LHD is encouraged to utilize the North Carolina Institute for Public Health's LHD Regional Foundational Capabilities Gap Analysis reports to inform its workforce investment activities. Regional Foundational Capabilities Gap Analysis reports are available in the Smartsheet dashboard for this activity.[2]

1. The LHD shall invest in one or more of these five **CDC-stated program areas**:
    a. **Recruit and hire new public health staff**, such as expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
    b. **Retain public health staff**, such as by providing retention bonuses, creating opportunities for promotion and transitioning staff to other hiring mechanisms.
    c. **Support and sustain public health staff**, such as creating or strengthening workplace well-being and resilience programs, and creating or expanding workforce engagement.
    d. **Train new and existing public health staff**, such as creating and expanding professional development opportunities.
    e. **Strengthen public health workforce planning, systems, processes, and policies**, such as maintaining and upgrading human resources systems, creating or improving workforce data collection, and creating or revising policies to facilitate workforce development and management.
2. The LHD shall participate in an annual assessment conducted no later than March 31, 2025 by the North Carolina Institute of Public Health to evaluate progress in addressing Foundational Capabilities.

---

[1] https://phnci.org/uploads/resource-files/FPHS-Factsheet-2022.pdf

[2] https://app.smartsheet.com/b/publish?EQBCT=82[illegible]

IV. Performance Measures / Reporting Requirements:

1. In each quarterly Performance Report, the LHD shall indicate in which of the five CDC-stated program areas funds were invested and information about the LHD's investment efforts including:
   a. Number and type of positions hired
   b. Number and type of retention efforts
   c. Number and type of staff support programs
   d. Number and type of training opportunities
   e. Number and type of workforce systems improvements

2. The LHD shall complete the following reports via the Smartsheet dashboard.[3] All of the due dates for these reports are posted on the Smartsheet dashboard.
   a. **Monthly Financial Reports**: The monthly financial report will report on the prior month to document expenditures. The first financial report is for June 2024 and is due by July 24, 2024.
   b. **Quarterly Performance Reports:** The quarterly performance reports will report on the service quarters and by the deadlines as indicated below:

Service Quarter	Report Submission Deadline
June – August 2024	September 20, 2024
September – November 2024	December 20, 2024
December 2024 – February 2025	March 21, 2025
March – May 2025	June 20, 2025

V. Performance Monitoring and Quality Assurance:

The Local and Community Support Section's LHD Liaison will monitor the LHD's performance by reviewing the financial reports monthly and the performance reports quarterly, as received from the LHD through Smartsheet.

If the LHD is deemed out of compliance with deliverables, the program staff shall provide technical assistance to support the LHD in meeting the deliverables.

As contracted for by the Division of Public Health (DPH), the North Carolina Institute of Public Health will conduct an annual foundational capabilities assessment of the LHD. The assessment results will be presented to the DPH Public Health Infrastructure leadership and to each LHD participating in the assessment.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
   a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
   b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If

[3] https://app.smartsheet.com/b/publish?EQBCT=[illegible]

AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. Terms and Conditions for COVID funding: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees, as applicable to the award, to:
   a. Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19
   b. In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
   c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.
3. Funds may be used for reasonable program purposes including personnel, travel, supplies, and services.
4. Unallowable costs:
   a. Research
   b. Clinical care
   c. Generally, the LHD may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified and prior written approval must be obtained by the DPH Program Contact.
   d. Publicity, propaganda, and lobbying:
      1. Other than for normal and recognized executive-legislative relationships, no funds maybe used for publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
      2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
      3. See Additional Requirement-12 (AR-12)[4] for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

[4] https://www.cdc.gov/grants/additional-requirements/ar-12.html

FY25 - FAS federal award supplement

Activity Nbr + Name: **117** **PH Infrastructure: Local Workforce Development**

FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.967** CDC's Collaboration with Academia to Strengthen Public Health

Is award R&D?: no FAIN: **NE11OE000015** IDC rate: n/a Fed awd total amt: $ 72,521,026

Fed award project description: Strengthening North Carolina's Public Health Infrastructure, Workforce, and Data Systems

Fed awd date + awarding agency: 03-28-23 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	$ 492,493	$ 492,493	Jackson	X7YWWY6ZP574	$ -	$ -
Albemarle	WAAVS51PNMK3	$ 816,610	$ 816,610	Johnston	SYGAGEFDHYR7	$ 588,501	$ 588,501
Alexander	XVEEJSNY7UX9	$ 150,127	$ 150,127	Jones	HE3NNNUE27M7	$ 120,592	$ 120,592
Anson	PK8UYTSNJCC3	$ 80	$ 80	Lee	F6A8UC99JWJ5	$ 138,485	$ 138,485
Appalachian	CD7BFHB8W539	$ 196,492	$ 196,492	Lenoir	QKUFL37VPGH6	$ 286,057	$ 286,057
Beaufort	RN1SXFD4LXN6	$ 161,441	$ 161,441	Lincoln	UGGQGSSKBGJ5	$ 227,415	$ 227,415
Bladen	TLCTJWDJH1H9	$ 203,550	$ 203,550	Macon	LLPJBC6N2LL3	$ 106,431	$ 106,431
Brunswick	MJBMXLN9NJT5	$ 410,434	$ 410,434	Madison	YQ96F8BJYTJ9	$ -	$ -
Buncombe	W5TCDKMLHE69	$ 651,393	$ 651,393	MTW	ZKK5GNRNBBY6	$ 208,262	$ 208,262
Burke	KVJHUFURQDM5	$ 329,871	$ 329,871	Mecklenburg	EZ15XL6BMM68	$ -	$ -
Cabarrus	RXDXNEJKJFU7	$ 548,189	$ 548,189	Montgomery	E78ZAJM3BFL3	$ 120,083	$ 120,083
Caldwell	HL4FGNJNGE97	$ 98,277	$ 98,277	Moore	HFNSK95FS7Z8	$ 271,609	$ 271,609
Carteret	UC6WJ2MQMJS8	$ 147,736	$ 147,736	Nash	NF58K566HQM7	$ 326,402	$ 326,402
Caswell	JDJ7Y7CGYC86	$ 141,559	$ 141,559	New Hanover	F7TLT2GMEJE1	$ 588,426	$ 588,426
Catawba	GYUNA9W1NFM1	$ 379,816	$ 379,816	Northampton	CRA2KCAL8BA4	$ 68,207	$ 68,207
Chatham	KE57QE2GV5F1	$ 237,243	$ 237,243	Onslow	EGE7NBXW5JS6	$ 520,602	$ 520,602
Cherokee	DCEGK6HA11M5	$ 63,052	$ 63,052	Orange	GFFMCW9XDA53	$ 364,468	$ 364,468
Clay	HYKLQVNWLXK7	$ -	$ -	Pamlico	FT59QFEAU344	$ 94,265	$ 94,265
Cleveland	UWMUYMPVL483	$ 309,897	$ 309,897	Pender	T11BE678U9P5	$ 207,202	$ 207,202
Columbus	V1UAJ4L87WQ7	$ 264,924	$ 264,924	Person	FQ8LFJGMABJ4	$ 180,796	$ 180,796
Craven	LTZ2U8LZQ214	$ 200,000	$ 200,000	Pitt	VZNPMCLFT5R6	$ 532,303	$ 532,303
Cumberland	HALND8WJ3GW4	$ 910,798	$ 910,798	Polk	QZ6BZPGLX4Y9	$ 87,761	$ 87,761
Dare	ELV6JGB11QK6	$ 68,958	$ 68,958	Randolph	T3BUM1CVS9N5	$ 446,603	$ 446,603
Davidson	C9P5MDJC7KY7	$ 489,625	$ 489,625	Richmond	Q63FZNTJM3M4	$ 202,349	$ 202,349
Davie	L8WBGLHZV239	$ 135,912	$ 135,912	Robeson	LKBEJQFLAAK5	$ 492,964	$ 492,964
Duplin	KZN4GK5262K3	$ 294,886	$ 294,886	Rockingham	KGCCCHJJZZ43	$ 311,784	$ 311,784
Durham	LJ5BA6U2HLM7	$ 862,450	$ 862,450	Rowan	GCB7UCV96NW6	$ 434,537	$ 434,537
Edgecombe	MAN4LX44AD17	$ 167,813	$ 167,813	Sampson	WRT9CSK1KJY5	$ 289,761	$ 289,761
Foothills	NGTEF2MQ8LL4	$ 190,180	$ 190,180	Scotland	FNVTCUQGCHM5	$ 220,053	$ 220,053
Forsyth	V6BGVQ67YPY5	$ 1,008,877	$ 1,008,877	Stanly	U86MZUYPL7C5	$ 205,318	$ 205,318
Franklin	FFKTRQCNN143	$ 233,039	$ 233,039	Stokes	W41TRA3NUNS1	$ 51,984	$ 51,984
Gaston	QKY9R8A8D5J6	$ 583,720	$ 583,720	Surry	FMWCTM24C9J8	$ 207,261	$ 207,261
Graham	L8MAVKQJTYN7	$ -	$ -	Swain	TAE3M92L4QR4	$ 21,025	$ 21,025
Granv-Vance	MGQJKK22EJB3	$ 476,021	$ 476,021	Toe River	JUA6GAUQ9UM1	$ 151,261	$ 151,261
Greene	VCU5LD71N9U3	$ 194,586	$ 194,586	Transylvania	YLN4BFCJCP39	$ 110,442	$ 110,442
Guilford	YBEQWGFJPMJ3	$ 1,413,671	$ 1,413,671	Union	LHMKBD4AGRJ5	$ 568,902	$ 568,902
Halifax	MRL8MYNJJ3Y5	$ 146,781	$ 146,781	Wake	FTJ2WJPLWMJ3	$ -	$ -
Harnett	JBDCD9V41BX7	$ 264,967	$ 264,967	Warren	TLNAU5CNHSU5	$ 159,798	$ 159,798
Haywood	DQHZEVAV95G5	$ 161,280	$ 161,280	Wayne	DACFHCLQKMS1	$ 175,530	$ 175,530
Henderson	TG5AR81JLFQ5	$ 334,192	$ 334,192	Wilkes	M14KKHY2NNR3	$ 247,898	$ 247,898
Hoke	C1GWSADARX51	$ 226,117	$ 226,117	Wilson	ME2DJHMYWG55	$ 337,939	$ 337,939
Hyde	T2RSYN36NN64	$ 104,711	$ 104,711	Yadkin	PLCDT7JFA8B1	$ 152,578	$ 152,578
Iredell	XTNRLKJLA4S9	$ 321,872	$ 321,872	Yancey	L98MCUHKC2J8		

DPH-Aid-To-Counties **For Fiscal Year: 24/25** **Budgetary Estimate Number : 0**

Activity 117 Service Period Payment Period		AA	131204 2B0SGLH 20G0216001 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	*	0	492,493	$0.00	492,493	492,493
D1 Albemarle	*	0	816,610	$0.00	816,610	816,610
02 Alexander	*	0	150,127	$0.00	150,127	150,127
04 Anson	*	0	80	$0.00	80	80
D2 Appalachian	*	0	196,492	$0.00	196,492	196,492
07 Beaufort	*	0	161,441	$0.00	161,441	161,441
09 Bladen	*	0	203,550	$0.00	203,550	203,550
10 Brunswick	*	0	410,434	$0.00	410,434	410,434
11 Buncombe	*	0	651,393	$0.00	651,393	651,393
12 Burke	*	0	329,871	$0.00	329,871	329,871
13 Cabarrus	*	0	548,189	$0.00	548,189	548,189
14 Caldwell	*	0	98,277	$0.00	98,277	98,277
16 Carteret	*	0	147,736	$0.00	147,736	147,736
17 Caswell	*	0	141,559	$0.00	141,559	141,559
18 Catawba	*	0	379,816	$0.00	379,816	379,816
19 Chatham	*	0	237,243	$0.00	237,243	237,243
20 Cherokee	*	0	63,052	$0.00	63,052	63,052
22 Clay	*	0	0	$0.00	0	0
23 Cleveland	*	0	309,897	$0.00	309,897	309,897
24 Columbus	*	0	264,924	$0.00	264,924	264,924
25 Craven	*	0	200,000	$0.00	200,000	200,000
26 Cumberland	*	0	910,798	$0.00	910,798	910,798
28 Dare	*	0	68,958	$0.00	68,958	68,958
29 Davidson	*	0	489,625	$0.00	489,625	489,625
30 Davie	*	0	135,912	$0.00	135,912	135,912
31 Duplin	*	0	294,886	$0.00	294,886	294,886
32 Durham	*	0	862,450	$0.00	862,450	862,450
33 Edgecombe	*	0	167,813	$0.00	167,813	167,813
D7 Foothills	*	0	190,180	$0.00	190,180	190,180
34 Forsyth	*	0	1,008,877	$0.00	1,008,877	1,008,877
35 Franklin	*	0	233,039	$0.00	233,039	233,039
36 Gaston	*	0	583,720	$0.00	583,720	583,720
38 Graham	*	0	0	$0.00	0	0
D3 Gran-Vance	*	0	476,021	$0.00	476,021	476,021
40 Greene	*	0	194,586	$0.00	194,586	194,586
41 Guilford	*	0	1,413,671	$0.00	1,413,671	1,413,671
42 Halifax	*	0	146,781	$0.00	146,781	146,781
43 Harnett	*	0	264,967	$0.00	264,967	264,967
44 Haywood	*	0	161,280	$0.00	161,280	161,280
45 Henderson	*	0	334,192	$0.00	334,192	334,192
47 Hoke	*	0	226,117	$0.00	226,117	226,117
48 Hyde	*	0	104,711	$0.00	104,711	104,711
49 Iredell	*	0	321,872	$0.00	321,872	321,872
50 Jackson	*	0	0	$0.00	0	0

51 Johnston	*	0	588,501	$0.00	588,501	588,501
52 Jones	*	0	120,592	$0.00	120,592	120,592
53 Lee	*	0	138,485	$0.00	138,485	138,485
54 Lenoir	*	0	286,057	$0.00	286,057	286,057
55 Lincoln	*	0	227,415	$0.00	227,415	227,415
56 Macon	*	0	106,431	$0.00	106,431	106,431
57 Madison	*	0	0	$0.00	0	0
D4 M-T-W	*	0	208,262	$0.00	208,262	208,262
60 Mecklenburg	*	0	0	$0.00	0	0
62 Montgomery	*	0	120,083	$0.00	120,083	120,083
63 Moore	*	0	271,609	$0.00	271,609	271,609
64 Nash	*	0	326,402	$0.00	326,402	326,402
65 New Hanover	*	0	588,426	$0.00	588,426	588,426
66 Northampton	*	0	68,207	$0.00	68,207	68,207
67 Onslow	*	0	520,602	$0.00	520,602	520,602
68 Orange	*	0	364,468	$0.00	364,468	364,468
69 Pamlico	*	0	94,265	$0.00	94,265	94,265
71 Pender	*	0	207,202	$0.00	207,202	207,202
73 Person	*	0	180,796	$0.00	180,796	180,796
74 Pitt	*	0	532,303	$0.00	532,303	532,303
75 Polk	*	0	87,761	$0.00	87,761	87,761
76 Randolph	*	0	446,603	$0.00	446,603	446,603
77 Richmond	*	0	202,349	$0.00	202,349	202,349
78 Robeson	*	0	492,964	$0.00	492,964	492,964
79 Rockingham	*	0	311,784	$0.00	311,784	311,784
80 Rowan	*	0	434,537	$0.00	434,537	434,537
82 Sampson	*	0	289,761	$0.00	289,761	289,761
83 Scotland	*	0	220,053	$0.00	220,053	220,053
84 Stanly	*	0	205,318	$0.00	205,318	205,318
85 Stokes	*	0	51,984	$0.00	51,984	51,984
86 Surry	*	0	207,261	$0.00	207,261	207,261
87 Swain	*	0	21,025	$0.00	21,025	21,025
D6 Toe River	*	0	151,261	$0.00	151,261	151,261
88 Transylvania	*	0	110,442	$0.00	110,442	110,442
90 Union	*	0	568,902	$0.00	568,902	568,902
92 Wake	*	0	0	$0.00	0	0
93 Warren	*	0	159,798	$0.00	159,798	159,798
96 Wayne	*	0	175,530	$0.00	175,530	175,530
97 Wilkes	*	0	247,898	$0.00	247,898	247,898
98 Wilson	*	0	337,939	$0.00	337,939	337,939
99 Yadkin	*	0	152,578	$0.00	152,578	152,578
00 Yancey			0	$0.00	0	0
Totals			24,219,494	0	24,219,494	24,219,494

Sign and Date - DPH Program Administrator 07.23.2024	Sign and Date - DPH Section Chief 07.23.2024
Sign and Date - DPH Budget Office – ATC Coordinator 7/25/2024	Sign and Date - DPH Budget Officer 7/24/20204

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval of budget amendment - Public Health - $1,445,148 - to accept and appropriate grant funds from Vaya Health to serve residents of Haywood County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery.

Board Action Request:

Requested Action Department:
HHSA - Health

Presenter:
Michelle Haynes

Background/Justification:
Haywood County Health and Human Services Agency has been allocated funds for the 3rd Fiscal Year to help connect at-risk and justice involved individuals to care and provide post overdose response. The goals of this program are to prevent overdose, reduce recidivism, increase linkages-to-care and to build capacity to response to Substance Use and Mental Health Disorders. The program seeks to prevent overdose and further justice involvement by connecting uninsured individuals with both physical and mental healthcare as well as health education. The program will increase access to care by providing case management, linkage to treatment resources, transportation, housing, employment, and other services. The program will build capacity by strengthening the postoverdose referral and outreach system with the local hospital Emergency Department, law enforcement, Emergency Medical Services (EMS), and the Haywood County Sheriff's Office (HCSO). The program also includes a community education component that is focused on mental health and substance use prevention, treatment, and recovery. The funds will be used to fund two (2) Full time Employees (FTE): one (1) jail liaison (nurse) and one physician extender (nurse practitioner or physician assistant). The program will also hire one temporary PRN prevention specialist to provide school-based education and one part-time peer support specialist. HCHHSA will evaluate the program on a monthly basis using several performance measures including but not limited to 1) the number of participants in the program, 2) the percentage of participants who complete the program, 3) the percentage of participants who engage in behavioral health counseling, 4) the percentage of participants referred from the Haywood County Detention Center, and 5) the percentage of participants referred from the Judicially Manages

Accountability and Recovery Court (Recovery Court). Participants must be at risk for criminal justice involvement, or justice system involved (i.e., on probation or parole) and uninsured and/or meet the criteria outlined by the Recovery Court. Vaya Health will manage these Federal Block Grant funds and reimburse expenses to HHSA so no county funds are required.

Budgetary Impact:

Policy Impact:

Attachments:
BUA Vaya SABG $1,445,158.00 for 12.02.24 meeting.pdf

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2024-25

PER: _____
JNL: _____

Be it ordained by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
115151 Healthy Communities				
Salaries & Wages Regular	115151-512100-SABG	-	56,017	56,017
Salaries & Wages Temp & PT	115151-512600-SABG	-	59,960	59,960
Social Security	115151-518100-SABG	-	8,873	8,873
Retirement	115151-518200-SABG	-	10,540	10,540
401K	115151-518204-SABG	-	2,325	2,325
Hospitalization	115151-518300-SABG	-	30,000	30,000
Life Insurance	115151-518900-SABG	-	96	96
Special Program Materials SABG	115151-523100-SABG	-	1,260,337	1,260,337
Travel	115151-531100-SABG	-	17,000	17,000
				-

This amendment will result in net increase/(decrease) of $1,445,148 in the expenditures of the General Fund.

To provide the additional revenue for the above amendment, the following revenues will be increased as the money has been received:

Revenue	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Other Financing Sources:				
HEALTH SABG Revenue	110100-451890-SABG	-	1,445,148	1,445,148
				-
				-
				-
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the _____ day of _____ , 20____.

Chairman
Haywood County Board of Commissioners

ATTEST:

Clerk to the Board

Explanation:
Haywood County Health and Human Services Agency has been allocated funds for the 3rd Fiscal Year to help connect at-risk and justice involved individuals to care and provide post overdose response. The goals of this program are to prevent overdose, reduce recidivism, increase linkages-to-care and to build capacity to response to Substance Use and Mental Health Disorders. These funds were originally approved in FY 2022-2023, renewed in FY 2023-2024, and renewing again for FY 2024-2025. Vaya Health manages the funds and will reimburse HHSA for expenses of staff salaries, program-related travel, and program supplies and materials.No county funds are required.

NON-NETWORK PROVIDER AGREEMENT FOR NON-MEDICAID FUNDS
Between
Haywood County Health and Human Services
And
VAYA HEALTH

WHEREAS, Vaya Health ("Vaya") is the public local management entity/ managed care organization responsible for oversight and management of public mental health, intellectual/ developmental disabilities, substance use disorder, and traumatic brain injury ("MH/IDD/SU/TBI") services for a multi-county region in North Carolina pursuant to contracts with the State of North Carolina Department of Health and Human Services (the "Department");

WHEREAS, Haywood County Health and Human Services ("Haywood HHS" or "Contractor") describes who Contractor is and what Contractor does; and

WHEREAS, Contractor desires to provide MH/IDD/SU/TBI services funded with non-Medicaid revenue sources, including Federal Grant Funds and this Contract provides terms and conditions governing such service provision and reimbursement; and

WHEREAS, Contractor wishes to will serve residents of Haywood County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery. Haywood County Health and Human Services Agency ('HCHHSA') has been allocated funds to help connect at-risk and justice involved individuals to care and provide post overdose response.; and

WHEREAS, the Department has allocated Federal Block Grant funds to Vaya to serve residents of Haywood County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery. Haywood County Health and Human Services Agency ('HCHHSA') has been allocated funds to help connect at-risk and justice involved individuals to care and provide post overdose response.

WHEREAS, the Parties wish to utilize up to $ $1,445,148 of the Federal Block Grant funds allocated to Vaya for Contractor to describe initiative here;

WHEREAS, the Parties shall work collaboratively to serve residents of Haywood County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery.; and

WHEREAS, the Parties wish to memorialize the terms and conditions governing such service provision by Contractor and reimbursement for services.

NOW THEREFORE, for and in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party hereto, the Parties covenant, represent, and agree as follows:

I. PURPOSE. This Non-Network Provider Agreement For Non-Medicaid Funds Between Haywood County Health and Human Services and Vaya Health ("Contract") is entered into by and between Contractor and Vaya (individually "Party," collectively "Parties") and establishes the terms, conditions, and respective responsibilities of the Parties under this Contract.

II. SCOPE OF THE CONTRACT. This Contract establishes the respective roles and responsibilities of each Party for the initiative by the Contractor through the use of the Federal Block Grant funds.

III. TERM OF THE CONTRACT. The term of this Contract shall begin on July 1, 2024, and shall remain in effect until June 30, 2025, unless terminated by either Party prior to the expiration of the specified term in accordance with Article IX (Termination of the Contract) of this Contract ("Term"). Vaya reserves the right to impose shorter time limits on the Term of this Contract should Contractor fail to comply with the terms of this Contract. There is no right of renewal of this Contract or right to be a Vaya network provider, as such term is defined in 42 CFR § 438.2.

A. Effect of Termination or Expiration: In the event of expiration (including, but not limited to, expiration due to non-renewal) of this Contract, or termination of this Contract as provided in Article IX below, this Contract, including any and all attachments, appendices, schedules, and exhibits hereto, shall forthwith become void and have no effect, without any liability or obligation on the part of either Party, except as follows:

1. Those continuing obligations of the Parties stated herein shall continue following termination or expiration of this Contract.
2. Contractor shall submit all remaining claims within sixty (60) days of the date of Contract termination or expiration, but no later than 6/30/2025.
3. Following termination or expiration of this Contract, Vaya may perform a post-payment review of billing, documentation, and other fiscal records, and any adjustments for amounts due or owed to either Party shall be added or deducted from any final reimbursement. Vaya may hold payment of pending claims until completion of a post-payment review. Both Parties shall settle their debts and claims within sixty (60) days of the completion of any such post-payment review and/or receipt of all final billing and required documentation.

4. All payments provided hereunder shall be adjusted so as not to exceed the amount due for services actually rendered prior to the date of termination or expiration. If advance payments have been made for services not provided as of the date of Contract termination or expiration, Contractor shall promptly refund all excess funds paid within the above-referenced sixty (60) days.
5. No such termination or expiration shall relieve Contractor, or any of its successors, assigns, owners, officers, directors, members, managers, partners, representatives, affiliates, employees, agents, subcontractors of any tier, and/or similarly situated individuals, from any liability or damages resulting from a material breach of any of its representations, warranties, covenants, conditions, or agreements set forth in this Contract.

IV. OBLIGATIONS OF THE PARTIES. Both Parties agree to comply with the conditions set forth in this Contract, including all appendices, attachments, exhibits, or schedules hereto, and all federal and state laws, rules, regulations, and payor program requirements applicable to the subject matter of this Contract, including any and all subsequent revisions or amendments thereto (hereinafter referred to as the "Controlling Authority"), which may include but are not limited to the following:

A. Title XIX of the Social Security Act (the "Act") and its implementing regulations;
B. All federal and state civil and criminal laws, rules, and regulations governing the provision of publicly funded health care services, including, but not limited to, the Anti-Kickback law codified at 42 U.S.C. § 1320a-7b(b) and its implementing regulations; the federal False Claims Act, 31 U.S.C. §§ 3729 – 3733 and its implementing regulations; the Ethics in Patient Referrals Act ("Stark Act") codified at 42 U.S.C. § 1395 and its implementing regulations; and the North Carolina Medical Providers False Claims Act, N.C.G.S. § 108A-70-10 *et seq.*;
C. Applicable provisions of N.C.G.S. Chapters 108A, 108D, 122C, 131D, and 131E;
D. Applicable provisions of North Carolina Administrative Code Chapters 21, 26, and 27 of Title 10A;
E. All federal and state laws, rules, and regulations governing patient rights, confidentiality, privacy, and security of protected health information, personally identifying information and/or sensitive information, including but not limited to: (i) N.C.G.S. §§ 75-61 *et. seq.*, and §§ 122C-52 through 56; (ii) the DMH/DD/SUS Client Rights Rules in Community Mental Health, Developmental Disabilities & Substance Abuse Services, APSM 95-2; (iii) the DMH/DD/SUS Confidentiality Rules, APSM 45-1; (iv) HIPAA; (v) the HIPAA Administrative Simplification Regulations at 45 CFR Parts 160, 162, and 164; and (vi) Confidentiality of Substance Use Disorder Patient Records laws and regulations codified at 42 U.S.C. § 290dd-2 and 42 CFR Part 2. This confidentiality requirement applies to any medium of communication, including, but not limited to, social media;
F. The Americans With Disabilities Act of 1990; Titles VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 503 and 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; section 1557 of the Affordable Care Act; and subsequent amendments and regulations developed pursuant thereto, including, but not

limited to, 45 CFR Part 92, to the effect that no person shall, on the grounds of any protected classification or characteristic, including, but not limited to, sex, age, race, color, creed, ancestry, religious affiliation, disability, national origin, gender identity, sexual orientation, pregnancy status, genetic information, health status / need for health services, marital status, or parental status, be subjected to discrimination in the provision of any services or in employment practices;

G. The Drug Free Workplace Act of 1988;
H. DMH/DD/SUS Rules for MH/DD/SA Facilities and Services, published as APSM 30-1 and codified at Title 10A of the North Carolina Administrative Code;
I. Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers Final Rule, published on September 16, 2016, at 81 FR 63860, and effective on November 15, 2016, for implementation by November 15, 2017;
J. DMH/DD/SUS Records Management and Documentation Manual, APSM 45-2; the Record Retention and Disposition Schedule for DMH/DD/SUS Provider Agency, APSM 10-5; the Records Retention and Disposition Schedule for State and Area Facilities, APSM 10-3; and the DHHS Records Retention and Disposition Schedule for Grants, maintained by the Office of the State Controller;
K. Requirements and reporting obligations related to the Substance Abuse Treatment Block Grant (SAPTBG), Community Mental Health Services Block Grant (CMHSBG), Social Services Block Grant (SSBG), and accompanying state Maintenance of Effort (MOE) requirements; Project to Assist in the Transition from Homelessness (PATH) formula grant; Strategic Prevention Framework – State Incentive Grant (SPF-SIG), Safe and Drug Free Schools and Communities Act (SDFSCA), and all other state, county, and federal grant program funding compliance requirements, as applicable;
L. The requirements of any service-specific Scope(s) of Work or Financial Requirements attached hereto as an attachment, appendix, and/or schedule; and
M. Any other applicable federal or state laws, rules, or regulations in effect at the time MH/IDD/SU/TBI services are rendered to Members which relate to the provision, delivery, billing, or reimbursement of publicly funded (i.e., Medicaid, state, county/local, federal block grant) MH/IDD/SU/TBI services.

V. OBLIGATIONS OF VAYA. Vaya shall:

A. Reimburse Contractor in a maximum amount not to exceed $1,445,148 for services described herein and provided during the Term, according to the terms and conditions outlined in this Contract.
B. Provide the Contractor, upon request, with pertinent information necessary for the Contractor to perform its obligations under this Contract.

VI. OBLIGATIONS OF CONTRACTOR.

A. Contractor shall purchase and maintain insurance as listed below from a company or a self-insurance program which is licensed and authorized to do business in the State of North Carolina by the North Carolina Department of Insurance. Contractor shall not suspend, void,

cancel, or reduce coverage limits in any of the following required insurance coverages below the stated minimums without giving thirty (30) days' prior written notice to Vaya. All premiums and deductibles shall be at the sole expense of Contractor. Failure to provide and maintain adequate insurance coverage is a material breach of this Agreement by Contractor. All such insurance shall meet all laws, rules, regulations, and requirements of the State. The limits of coverage under each insurance policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement.

1. Insurance Coverage Requirements. Contractor shall purchase and maintain the following insurance coverages:
   - 1.1 Professional Liability/Errors and Omissions: Professional Liability/Errors and Omissions Insurance protecting Contractor and any employee performing work under the Agreement for an amount not less than $1,000,000.00 per occurrence/$3,000,000.00 annual aggregate.
   - 1.2 Comprehensive General Liability: Comprehensive Liability Insurance, including coverage for bodily injury, property damage, and contractual liabilities and Indemnification (defined below) herein assumed by Contractor under this Agreement, protecting Contractor and its employees performing work under the Agreement from claims of bodily injury or property damage arising from operations under the Agreement for an amount of not less than $1,000,000.00 per occurrence/$2,000,000.00 annual aggregate.
   - 1.3 Automobile Liability and Property Damage Liability: Automobile Bodily Injury and Property Damage Liability Insurance covering all owned, non-owned, and hired automobiles for an amount not less than $100,000.00 per person and $300,000.00 per occurrence. Policies written on a combined single limit basis shall have a minimum limit of $1,000,000.00 for bodily injury and property damage.
   - 1.4 Workers' Compensation and Occupational Disease Insurance and Employer's Liability Insurance: Workers' Compensation and Occupational Disease Insurance if Contractor has employees, in such amounts required by the State. Contractor shall purchase and maintain Employer's Liability Insurance for an amount not less than $100,000.00 per accident for bodily injury by accident, $100,000.00 per employee/disease for bodily injury by disease, with a $500,000.00 policy limit, to the extent that the death of or injury to Contractor's employees are not covered by the Workers Compensation and Occupational Disease Insurance. Any Contractor not required by State law to obtain such coverage shall attest to the same in writing.
   - 1.5 Cyber Security and Privacy Liability Insurance/Cyber Risk Insurance: Cyber Security and Privacy Liability Insurance/Cyber Risk Insurance covering damages and costs incurred by Vaya because of a network security event or data compromise suffered by or attributed to Contractor. This can include legal fees, settlement costs, breach costs, regulatory damages, fines and penalties, media liabilities, and any other legal liabilities for an amount of not less than $5,000,000.00 per occurrence/claim (as written in this Contractor insurance policy)/$10,000,000.00 annual aggregate.
   - 1.6 Umbrella or Excess Liability: Contractor shall purchase and maintain Umbrella or Excess Liability Insurance to provide coverage over the primary General Liability, Automobile Liability, and Workers' Compensation Employers' Liability insurance policies protecting Contractor and its employees performing work under this Agreement from claims of bodily injury or property damage arising from operations under the Agreement for an amount not less than $1,000,000.00 per occurrence.

2. Tail Coverage. Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, Contractor shall purchase, at its sole cost, an extended reporting endorsement (a/k/a tail coverage) for a period of not less than three (3) years after the end of the Agreement Term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the Agreement Term, and upon Vaya's request Contractor shall also provide a copy of such policy to Vaya. Tail coverage shall be in policy amounts of at least $250,000.00 per occurrence and $500,000.00 in the aggregate. If Contractor fails to obtain such tail coverage, Vaya shall have the option, but not the obligation, to obtain such tail coverage on behalf of Contractor, and Contractor shall pay the costs thereof to Vaya within thirty (30) days of receipt of notice from Vaya. This Section V.2 shall survive suspension, expiration, or termination of this Agreement.
3. Approval for Changes. Contractor shall obtain written approval from Vaya for any deviation from the minimum requirements listed above prior to providing Services.
4. Self-Insurance: Contractor shall have the right to self-insure its Workers' Compensation/Occupational Disease liability provided that the self-insurance program is licensed by the State's Department of Insurance and has been actuarially determined to be sufficient currently to pay the insurance limits required in this Agreement.
5. Certificates of Insurance/Memoranda of Insurance. Contractor shall submit certificates of insurance/memoranda of insurance ("COIs/MOIs") coverage to Vaya upon request. The insurance policies for the insurance coverage required herein shall be endorsed to reflect the minimum standards stated above, as well as all other requirements in the insurance provisions of this Agreement. Prior to Vaya's execution of this Agreement, Vaya may, at its sole discretion, require Contractor to provide copies of insurance policies and/or COIs/MOIs evidencing the insurance coverage required herein, as well as all other requirements in the insurance provisions of this Agreement.
6. Form. The COIs/MOIs shall be on certificate form(s) as furnished by Contractor's insurer(s) and/or underwriter(s). Vaya's acceptance of COIs/MOIs which do not comply with the insurance requirements herein shall not be deemed a waiver of the insurance requirements. Vaya reserves the right to require certified copies of any or all policies required by this Agreement.
7. Waiver of Subrogation. With respect to Contractor's general liability, automobile liability, and umbrella policies, Contractor shall have its insurers and underwriters specifically and explicitly waive their rights of subrogation (whether by loan receipts, equitable assignment, or otherwise) against Vaya and its officers, directors, employees, representatives, agents, assigns, successors, servants, suppliers, materialmen and subcontractors of any tier, and any insurers, excess insurers, and underwriters of any of the foregoing, (collectively "Vaya Group"). Contractor agrees to waive its rights of subrogation against Vaya Group.
8. Additional Insured/Loss Payee. Except for Workers' Compensation/ Occupational Disease insurance, all policies shall name as additional insureds or loss payees, as applicable depending on the terms of the policy, the members of Vaya Group, as listed above, and all such insurance policies shall be specified as noncontributory and primary regardless of any other insurance carried by Vaya Group. All policies naming members of Vaya Group as additional insureds or loss payees shall provide coverage to the additional insureds or loss payees on a broad form basis with such additional insured or loss payee coverage being just as broad as the coverage provided to the named insured, including, but not limited to, coverage for the concurrent negligence of each additional

insured and not be restricted to and/or contain exclusions for (a) "ongoing services," (b) coverage for vicarious liability, or (c) circumstances in which the named insured is partially negligent. Any policy that limits coverage afforded to Vaya Group as additional insureds or loss payees to liabilities arising out of acts or omissions of Contractor, or any similar limitation, shall not be in compliance with the requirements of this Agreement. Contractor understands, acknowledges, and agrees that the insurance coverages required by this Agreement shall not be invalidated as regards the interest of Vaya Group by any act or neglect of the named insured or any or all members of Vaya Group.

9. Liability. Failure of Contractor to secure the insurance coverages, or to comply fully with any of the insurance provisions of this Agreement, or to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement shall be the responsibility of Contractor and shall in no way act to relieve Contractor from the obligations of this Agreement, any provision hereof to the contrary notwithstanding. If liability for loss or damage is denied by Contractor's insurer(s) and/or underwriter(s), in all or in part, for any reason whatsoever, including, but not limited to, breach of said insurance by Contractor or failure of Contractor or its subcontractors of any tier to maintain any of the insurance herein required, Contractor shall Indemnify (defined below) any and all members of Vaya Group against all claims, demands, costs, and expenses, including, but not limited to, attorney's fees and punitive damages, which would otherwise be covered by said insurance even if the liability arises out of the concurrent negligence, strict liability, gross negligence, willful or wanton misconduct, or other fault of any or all members of Vaya Group.
10. Continuous Coverage and Notifications. Following execution of this Agreement, Contractor shall:
    a. Submit to Vaya new COIs/MOIs no later than ten (10) days after the replacement of any required insurance coverage to ensure documentation of continual coverage;
    b. Notify Vaya in writing at least thirty (30) days prior to any cancellation, expiration, or material change in coverage;
    c. Provide evidence to Vaya of continual coverage at the policy limits stated above within thirty (30) days of the effective date of such change if Contractor changes insurance carriers during the performance period of the Agreement, including tail coverage as required for continual coverage; and
    d. Notify Vaya in writing within ten (10) business days of knowledge or notice of a claim, suit, or criminal or administrative proceeding against Contractor or any licensed practitioner employed or subcontracted by Contractor relating to the Services provided under this Agreement.

B. Contractor shall contemporaneously complete and maintain all necessary and customary documentation required for the delivery of services provided under this Contract in accordance with applicable federal and state laws, rules, regulations, policies, and manuals governing the retention of such records.

C. Contractor agrees to cooperate with and allow any Vaya announced or unannounced on-site audits, inspections, investigations, and post-payment reviews and inspection or copying of financial records concerning claims and/or invoices paid on behalf of Vaya Health plan members, services delivered pursuant to this Contract, records of staff who delivered or supervised the delivery of paid services pursuant to this Contract, Vaya Health plan members' clinical records, and any other clinical or financial items related to the claims paid

pursuant to the terms of this Contract as deemed necessary to assure compliance with applicable state or federal laws, rules, and regulations. Contractor shall provide copies of records or other information within the timeframes set forth in written request from Vaya.

D. Contractor shall communicate with Vaya as reasonably necessary to perform Contractor's obligations under this Contract.

E. Contractor shall collaborate with Vaya and provide relevant information as reasonably necessary for Vaya to perform its obligations under this Contract and/or to comply with any of its reporting or other requirements to the Department.

F. Contractor shall comply with the terms of Attachments A and A-1 which are attached hereto and incorporated herein by reference.

VII. RESTRICTIONS ON THE EXPENDITURE OF FEDERAL FUNDS.

A. Acronyms. For purposes of this Contract, "SAPTBG" shall refer to the Substance Abuse Prevention and Treatment Block Grant, "CMHSBG" shall refer to the Community Mental Health Services Block Grant, "MHBG" shall refer to the Mental Health Block Grant, and "PATH" shall refer to the Projects for Assistance in Transition from Homelessness Formula Grant Funds (collectively "federal grant funds").

B. Restrictions Applicable to Federal Grant Funds. The following restrictions apply to all federal grant funds received by CONTRACTOR from VAYA:

1. CMHSBG funds shall not be used to provide or purchase inpatient services;
2. SAPTBG funds are prohibited to be used to provide or purchase inpatient hospital services, except that SAPTBG funds may be used with prior written approval from an authorized representative of DMH/DD/SUS for the exception described in 45 CFR § 96.135 (c);
3. SAPTBG and MHBG funds are prohibited to be used to make, or to allow to be made, any cash payments to any recipients or intended recipients of health or behavioral health services. The provision of cash or cash cards is strictly prohibited, as is the provision of gift cards, which are considered to be cash equivalents.
4. SAPTBG, CMHSBG, and MHBG funds are prohibited to be used for the purchase or improvement of land, purchase, construction, or permanent improvement (other than minor remodeling) of any building or other facility, or purchase of major equipment, including medical equipment;
5. SAPTBG, CMHSBG, and MHBG funds are prohibited to be used to satisfy any requirement for the expenditure of non-Federal funds as a condition of receipt of Federal funds. (i.e., Federal funds may not be used to satisfy any condition for any state, local, or other funding match requirement);
6. SAPTBG, CMHSBG, and MHBG funds are prohibited to be used to provide financial assistance to any entity other than a public or nonprofit private entity;
7. SAPTBG funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
8. SAPTBG funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State, which includes but is not limited to jails,

prisons, adult and juvenile detention centers, juvenile training schools, and holding facilities;

9. SAPTBG, CMHSBG, and MHBG funds are prohibited to be used towards the annual salary of any contractor or subcontractor, including VAYA, CONTRACTOR, or contractor employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management federal Executive Salary Schedule;
10. Agencies or organizations receiving federal grant funds must receive prior written approval from an authorized representative of DMH/DD/SUS regarding the use of evidence-based program incentives, including the specification of the type(s) and equivalent dollar value(s) of any such nominal incentives offered, and the manner of utilization of any such approved incentives for clients, recipients, students, or other persons. "Nominal incentives" are restricted to those of no more than twenty-five dollars ($25.00) in value per recipient, per event. Programs are strictly prohibited from utilizing any incentive items that could potentially be converted to cash, or that could be used for the purchase of any age-restricted product, such as tobacco, alcohol, drugs, weapons, lottery tickets, or any sexually oriented materials.
11. Federal grant funds shall not be utilized for law enforcement activities;
12. No part of any federal grant funding shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any state legislative body itself;
13. No part of any federal grant funding shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature.
14. PATH funds shall not be expended on any of the following: (1) to support emergency shelters or construction of housing facilities; (2) for inpatient psychiatric treatment costs or inpatient substance abuse treatment costs; or (3) to make cash payments to intended recipients of mental health or substance abuse services, except as permitted by 45 CFR § 96.135(c).

VIII. FINANCIAL REQUIREMENTS

A. Reimbursement and Compensation. The amount and conditions of reimbursement to Contractor for non-Medicaid services rendered by Contractor is set forth herein and in Attachments A and A-1. If this Contract is deemed to be a financial assistance Contract, additional reporting requirements are listed in the Scope(s) of Work attached hereto as Attachment A. By accepting county, State, and/or federal grant funds, Contractor agrees to appropriately use such funds and accepts Vaya's oversight, monitoring, and evaluation of Contractor. The Parties understand, acknowledge, and agree that reimbursement for non-Medicaid services is dependent upon the appropriation, allocation, or availability of funds by the State of North Carolina to Vaya for such purpose. If the State of North Carolina

reduces funding for non-Medicaid services at any time after the execution of this Contract or if at any time Vaya determines, in its sole discretion and in view of Vaya's total operations, that the appropriation, allocation, or availability of funds by the State of North Carolina to Vaya for non-Medicaid services is insufficient for continuation of such services at the level and/or rates contemplated herein, Vaya may issue an amendment to Attachments A and A-1 and/or reduce or discontinue authorization and/or funding for specific service lines.

B. Submission and Reimbursement of Non-UCR Invoices. Contractor shall submit an invoice for all non-Unit Cost Reimbursement ("UCR") expenses within forty-five (45) days after the month in which the expenses were paid, except for services rendered in June of each year. Contractor shall submit non-UCR invoices on the current SFY Invoice Template approved by Vaya. For services rendered in June, Contractor shall submit non-UCR invoices no later than July 20 of the same year with the exception of invoices funded with non-UCR State Special Categorical Funds. Contractor shall submit all invoices for non-UCR State Special Categorical Funds within three (3) business days prior to the Final State Financial Status Report submission deadline established by DMH/DD/SUS for the applicable State fiscal year to allow sufficient time for Vaya to process invoices and complete all required reporting. As determined in the sole discretion of Vaya, failure to submit non-UCR invoices within the timeframes specified in this Section may result in denial of the invoice, issuance of a plan of correction, referral for monitoring or other program integrity activities, or adverse action up to and including termination of the Contract. Non-UCR invoices are reviewed for accuracy by Vaya Provider Network Operations Department, and, if approved, are paid within ten (10) business days following approval.

C. Financial Statements. If required by Attachment A, Contractor shall submit on a quarterly basis both balance sheet and income statements no later than the last working day of the month following the end of the quarter being reported. Income statements shall contain both budget and actual month- and year-to-date data for revenues and expenses. Income statements shall be submitted for program groupings as identified in Attachment A. Revenues (including all first- and third-party revenue, including, but not limited to, Medicare, Medicaid, and private insurance) shall be disclosed on an accrual basis with an estimated allowance. If available, Contractor shall also submit annual audited financial statements to Vaya upon request. The balance sheet, income statements, and financial statements shall be signed either by Contractor's chief executive officer or its chief financial officer attesting that the financial data reported is true and accurate to the best of their knowledge and belief.

D. Document Submission. Any financial documents required to be submitted by Contractor under this Section shall be sent electronically to Payables@vayahealth.com.

IX. TERMINATION OF THE CONTRACT: This Contract may be terminated under any of the following circumstances:

A. Either Party may terminate this Contract effective upon written notice to the other Party if Federal, State, and/or local funds allocated to Vaya are reduced, revoked, or terminated in a

manner beyond the control of Vaya for any part of the Contract period. In such event, Vaya will provide payment to Contractor for reimbursable claims timely submitted for services delivered prior to the effective date of the notification, for which Contractor is qualified, and up to the amount of funds specifically allocated for the intended purpose of this Contract.

B. This Contract may be terminated at any time upon mutual consent of both Parties with mutually agreed upon notice to any Vaya Health plan members.
C. This Contract may be terminated by either Party for no reason at all (without cause) by giving at least thirty (30) days' prior written notice of termination to the other Party, or longer notice if required to comply with Controlling Authority.
D. This Contract may also be terminated by Contractor for cause with at least sixty (60) days' prior written notice to Vaya, or longer if required to ensure continuity of care for Vaya Health plan members. Cause for termination by Contractor shall be documented in writing detailing the grounds for the termination and may include failure of Vaya to timely reimburse Contractor for reimbursable and timely invoiced claims as established in this Contract.
E. This Contract may also be terminated by Vaya for cause effective upon written notice to the Contractor or such other date as specified in the notice. Vaya shall document such cause in writing and detail the grounds for the termination. Cause for any action up to and including termination includes, but is not limited to:
    1. The Department issues a revocation of state and/or federal funding against Contractor; or
    2. Contractor's participation in the Medicare program, NC Medicaid program, another state's Medicaid program, or N.C. Health Choice program, is suspended, terminated, or excluded; or
    3. Contractor is terminated for cause from participation in providing services to enrollees of another LME/MCO or of any other managed care organization; or
    4. Any other loss of, or sanction against, required facility or professional licensure, accreditation, or certification of the Contractor, or any of its Owners or Managing Employees; or
    5. Determination by Vaya that Contractor, or any of its Owners or Managing Employees, fails to meet certification, accreditation, or licensure standards prescribed by Controlling Authority; or
    6. Determination by Vaya that Contractor, or any of its Owners or Managing Employees, has failed to provide or deliver services as specified in the Contract, including a failure to comply with Controlling Authority, or a failure to provide timely, complete, and accurate documentation of services as required by this Contract; or
    7. Determination by Vaya that the conduct of Contractor, or any of its Owners or Managing Employees, or the standard of services provided threatens to place the health or safety of any Member in jeopardy; or
    8. Determination by Vaya that Contractor, or any of its Owners or Managing Employees, is engaged in fraudulent or abusive billing, documentation, or clinical practices; or

9. Determination by Vaya that Contractor, or any of its Owners or Managing Employees, has provided fraudulent, misleading, or misrepresented information to Vaya or any Member; or
10. Contractor, or any of its Owners or Managing Employees, fails to cooperate with any investigation, audit, post-payment review or routine or focused monitoring conducted by Vaya; or
11. Contractor fails to timely reimburse Vaya for overpayment(s) identified by Vaya or fails to comply with any payment plan authorized by Vaya for the repayment of any overpayment(s); or
12. Contractor fails to provide prior, written notice to Vaya of intent to dissolve or cease operations and/or has dissolved or ceased operations, whether due to retirement, bankruptcy, insolvency, relocation, acquisition, merger, or sale, or for any other reason; or
13. Contractor fails to perform Contract obligations without corrective action, regardless of any notice to this effect by Vaya; or
14. Contractor has falsified any information provided on documentation submitted that is related to screening, credentialing, or enrollment in Vaya's Closed Network or the State's Medicaid program, including, but not limited to, the enrollment, credentialing, or re-credentialing application; or
15. Any other material breach by Contractor, or any of its Owners or Managing Employees, of this Contract not otherwise described above.

F. If federal or state laws, rules or regulations are amended or judicially interpreted so as to render the fulfillment of the Contract on the part of either Party impossible, both the Contractor and Vaya shall be discharged from further obligation under the terms of this Contract, except for settlement of the respective debts and claims incurred before the effective date of termination.

GENERAL PROVISIONS:

A. Compliance. Contractor understands that Controlling Authority may be revised, amended, or updated during the Term of this Contract, and Contractor agrees to maintain knowledge of Controlling Authority and any changes thereto, to deliver services in accordance with Controlling Authority, and to provide education and training on Controlling Authority to its owners, officers, directors, members, managers, partners, representatives, affiliates, employees, agents, and subcontractors of any tier to ensure compliance with same. If Contractor delivers Medicaid-reimbursable services, CONTRACTOR shall develop and implement a compliance program in accordance with 42 U.S.C. §1396a(kk)(5).

1. Compliance with State and Federal Laws: Contractor understands and agrees that it is subject to all State and federal laws, rules, regulations, and allocation guidelines that apply to this Contract, and all persons and entities receiving county, state, and/or federal funds. Contractor understands and agrees that any violation by any provider of a State or federal law relating to the delivery of services pursuant to this Contract could result in liability for money damages and/or civil or criminal penalties and sanctions under State and/or federal law.

B. Independent Contractor: Despite any provisions of this Contract to the contrary, the Parties agree that each is an independent contractor of one another, and the Parties' relationship under this Contract or any act and/or omission shall not be construed to be or create a partnership, agency, joint venture, franchise, association, or employment relationship.

C. Assignment: Contractor shall not assign, delegate, or transfer this Contract or any interest hereunder without prior written notice to and the prior written consent of Vaya. Any attempt by Contractor to assign, delegate, or transfer this Contract or its interest hereunder without complying with the terms of this Section shall be void and of no effect, and Vaya, at its option, may elect to terminate this Contract, in accordance with the terms of Article IX, without advance notice. Vaya may assign, delegate, or transfer this Contract or any interest hereunder in whole or in part to any successor to the assets or operations of Vaya, or to any affiliate of Vaya, provided that the assignee / delegate / transferee agrees to assume Vaya's obligations under this Contract.

D. Subcontracting and/or Delegation: Contractor must obtain prior written consent from Vaya before subcontracting any of the services to be provided by Contractor under this Contract to such subcontractor. All services subcontracted or delegated shall continue to be subject to the terms of this Contract. Contractor must ensure that any subcontractors or delegates performing any obligations of this Contract meet all requirements of this Contract in their performance of such obligations.

E. Entire Agreement; Modification: This Contract and any attachments constitute the entire agreement between the Parties and supersede all prior agreements and understandings, oral or written, with respect to the subject matter hereof. Should the terms of any attachment hereto conflict with the terms of this Contract, the terms of this Contract shall govern, unless expressly provided otherwise. This Contract may be changed only by an agreement in writing signed by an authorized representative of each Party.

F. Invalid Provisions; Severability. Any provision of this Contract which is determined by a court of competent jurisdiction to be prohibited, unenforceable, or not authorized shall be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision. In such case, such determination shall not affect any other provision of this Contract, and the remaining provisions of this Contract shall remain in full force and effect. If any provision or term of this Contract is susceptible to two or more constructions or interpretations, one or more of which would render the provision or term void or unenforceable, the Parties agree that a construction or interpretation which renders the term or provision valid shall be favored.

G. Waiver of Terms; Waiver of Breach. No covenant, term, condition, or undertaking contained in this Contract may be waived except by the explicit written agreement of the Parties. Forbearance or indulgence in any other form by either Party in regard to any covenant, condition, or undertaking to be kept or performed by the other Party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings have been satisfied, the other Party shall be entitled to invoke any remedy available under the Contract or at law or in equity, despite any such

forbearance or indulgence. The waiver by any Party of a breach of any of the provisions of this Contract by any other Party shall not be construed as a continuing waiver of such provision, or as a waiver of any subsequent breach by the breaching Party.

H. Governing Laws; Venue; Jurisdiction. The laws of the State of North Carolina shall govern the validity and interpretation of the provisions, terms, and conditions of this Contract. The exclusive venue for resolution of any dispute between the Parties related to the subject matter of this Contract shall be in the General Court of Justice, Superior Court Division of the Trial Courts for Buncombe County, North Carolina, or the U.S. District Court for the Western District of North Carolina, Asheville Division. Contractor hereby consents to the jurisdiction of the State and federal courts located in Asheville, North Carolina.

I. Indemnification and Hold Harmless: Contractor, and its successors, assigns, owners, members, partners, managers, officers, directors, employees, representatives, agents, and/or subcontractors of any tier, in their representative (and not individual) capacities, (collectively the "Contractor Indemnitors"), shall fully protect, release, defend, indemnify, and hold harmless, (collectively "Indemnification" or "Indemnify"), Vaya, and its officers, directors, employees, representatives, agents, assigns, successors, servants, suppliers, materialmen, and subcontractors of any tier, and any insurers, excess insurers, and underwriters of any of the foregoing (collectively "Vaya Indemnitees") from and against any and all claims, demands, allegations, suits, losses, liabilities, expenses, costs (including reasonable or actual attorney's fees), judgments, settlements, obligations, damages (whether nominal, compensatory, consequential, punitive, treble, or exemplary), and causes of action of every kind and nature, whether known or unknown, whether contingent or liquidated, whether at law or in equity, whether or not involving a third party, whether related to or on account of bodily/mental injury or infliction, death, property (real, personal, and/or intellectual) damage or loss, or any other injury, damage or loss, incurred or sustained by or made against any or all members of the Vaya Indemnitees, and whether arising from tort, contract, or otherwise, without limit, directly or indirectly arising out of, relating to, and/or resulting from: (1) any breach, material or non-material, of any representation or warranty, by any or all Contractor Indemnitors, contained in this Contract, (2) any breach, material or non-material, of any covenant, obligation, agreement, or duty under this Contract and/or under applicable laws, rules, and/or regulations, by any or all Contractor Indemnitors, and/or (3) the wrongful, intentional, grossly negligent, and/or ordinary negligent acts, errors, and/or omissions, by any or all Contractor Indemnitors in rendering services or performing their obligations, covenants, agreements, and/or duties pursuant to or in furtherance of this Contract, in each case whether or not caused by the negligence of any or all Vaya Indemnitees, (collectively "Contractor Claim"), and whether or not the relevant Contractor Claim has merit. Contractor Indemnitors expressly waive any defense of prematurity to a claim for Indemnification by any Vaya Indemnitee; and any Vaya Indemnitee shall have the right to a claim for Indemnification pursuant to this Section prior to any loss being sustained by it.

Vaya and its officers, directors, managing employees, representatives, and agents, in their representative (and not individual) capacities, (collectively "Vaya Indemnitors") shall Indemnify Contractor and its employees, affiliates, subcontractors, or agents (the "Contractor Indemnitees") from and against any and all of the following alleged or asserted by a third party: claims, demands, losses, liabilities, expenses, costs (including reasonable or actual attorney's fees), judgments, obligations, damages (whether nominal, compensatory, punitive, or treble), and causes of action of every kind and character, whether arising from tort, contract, or otherwise, whatsoever related to or on account of bodily injury, death, property damage or loss, or any other damage or loss, incurred or sustained by or made against any or all members of the Contractor Indemnitees, without limit, directly or indirectly arising out of the negligent acts, errors, or omissions by or on behalf of any or all Vaya Indemnitors in performing their obligations pursuant to or in furtherance of this Contract.

Further, neither Party to this Contract shall be responsible for any obligation or liability assumed by the other Party or its employees, affiliates, subcontractors, or agents, unless expressly set forth in this Contract. Nothing contained in this Section shall prevent either Party from filing and pursuing an action for damages against the other Party based on an alleged failure to satisfactorily render services or to perform obligations pursuant to this Contract. This Section shall survive suspension, expiration, or termination of this Contract.

J. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING ELSE IN THIS CONTRACT OR OTHERWISE, NEITHER VAYA NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SERVANTS, SUPPLIERS, MATERIALMEN, AND SUBCONTRACTORS OF ANY TIER, AND ANY INSURERS, EXCESS INSURERS, AND UNDERWRITERS OF ANY OF THE FOREGOING, ("VAYA PARTY"), WILL BE LIABLE TO CONTRACTOR AND/OR ANY OF ITS SUCCESSORS, ASSIGNS, OWNERS, HEIRS, MEMBERS, PARTNERS, MANAGERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AND/OR AGENTS ("CONTRACTOR PARTY'),UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OR INACCURACY OF INFORMATION, EVEN IF VAYA PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT TO THE CONTRARY, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ANY VAYA PARTY TO ANY CONTRACTOR PARTY AND ANYONE CLAIMING BY OR THROUGH ANY CONTRACTOR PARTY FOR ANY AND ALL CLAIMS, LOSSES, COSTS (INCLUDING ATTORNEYS' FEES) OR DAMAGES, AND CLAIMS EXPENSES, RESULTING FROM OR IN ANY WAY RELATED TO THIS CONTRACT, SHALL NOT EXCEED THE TOTAL REIMBURSEMENT FOR CLEAN CLAIMS RECEIVED BY THE CONTRACTOR DURING THE TERM OF THIS CONTRACT AS OF THE DATE OF THE ALLEGED OFFENSE. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE(S) OF ACTION, HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. IN NO EVENT WILL THE VAYA PARTY BE LIABLE TO THE CONTRACTOR PARTY FOR ANY

MATTER BEYOND VAYA'S REASONABLE CONTROL. THIS SECTION SHALL SURVIVE SUSPENSION, EXPIRATION OR TERMINATION OF THIS CONTRACT.

K. Governmental Immunity: Notwithstanding any provision in this Contract to the contrary, nothing contained in this Contract shall be deemed to constitute a waiver of the sovereign or governmental immunity of Vaya as a local political subdivision of the State of North Carolina, which immunity is hereby expressly and fully reserved to Vaya. This Section shall survive suspension, expiration, or termination of this Contract.

L. Right of Setoff. Vaya shall have the right to set off from any compensation or reimbursement due to Contractor any amounts that may be due to Vaya from Contractor under this Contract or otherwise.

M. Binding Effect. The rights and obligations of each Party under this Contract shall inure to the benefit of and shall be binding upon the successors, assigns, heirs, and legal representatives of such Party.

N. No Third-Party Beneficiaries. Nothing in this Contract shall be construed as creating or justifying any allegation, demand, claim, action, cause of action, argument, judgments, defense, liability, obligation, damages, losses, costs, attorneys' fees (reasonable or actual), loss of service, expenses, compensations, or nominal, compensatory, consequential, punitive, or treble damages of whatsoever kind or nature, whether known or unknown and whether contingent or liquidated, whether at law or in equity, however alleged or arising, by any third party against Vaya, Contractor, or the Department.

O. Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and writing and addressed to the address listed below, or to such other address as the Party may designate by notice to the other Party, or as otherwise specified herein. Notices will be considered effective upon receipt when delivery is by trackable mail, postage prepaid, by electronic means, or by hand delivery:

Vaya Health
Attn: Office of General Counsel
200 Ridgefield Court, Suite 218
Asheville, North Carolina 28806
Contracts@vayahealth.com

Haywood County Health and Human Services
Attn: Bryant Morehead
157 Paragon Parkway, Suite 300
Clyde, North Carolina 28721
Bryant.Morehead@haywoodcountync.gov

P. Incorporation of Recitals. The recitals set forth above are an integral part of this Contract and shall have the same contractual significance as any other language.

Q. Counterparts and Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Contract, and any and all appendices, attachments, exhibits, and/or schedules, may be electronically executed and/or delivered by facsimile or other electronic means by any Party to any other Party. The receiving Party may rely on the receipt of such document so executed and/or delivered as if an original had been duly executed and received.

R. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the State of North Carolina General Statutes. Further if Contractor utilizes a subcontractor(s) of any tier, Contractor shall require its subcontractor(s) of any tier to comply with the requirements of Article 2 of Chapter 64 of the State of North Carolina General Statutes.

S. Inspection and Audit. Vaya shall have the right to inspect and audit Contractor's books, documents, papers, and other records, whether on paper or in electronic or other form, upon request to evaluate Contractor's compliance with the terms of this Contract.

T. Publicity. The Parties shall not publish or disseminate any advertising or proprietary business material or information, whether in printed or electronic form (including photographs, films, and public announcements), or any business papers or documents which identify the other Party or its facilities without the prior written consent of the other Party, except that Contractor consents to the inclusion of any of the following information in any and all marketing and administrative materials published or distributed in any medium by Vaya: name, address, telephone number, office hours, type of practice or specialty, website, languages spoken, available practitioners (including any board certification, education, or training history), and services. This Section shall survive suspension, expiration, or termination of this Contract.

U. Headings. The section headings used herein are for reference and convenience only, and shall not affect the meaning, construction, or interpretation of this Contract.

V. Authority to Bind Parties. The individuals signing this Contract on behalf of the Parties represent and warrant they are empowered and duly authorized to bind the Party on whose behalf they are signing to this Contract.

[The remainder of this page is intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract in accordance with its terms, effective upon complete execution by all of the Parties.

Haywood County Health and Human Services 157 Paragon Parkway, Suite 300 Clyde, North Carolina 28721 Federal Tax ID#: 56-6001524 By:_____(SEAL) Name:_____ Title:_____ Date:_____	Vaya Health 200 Ridgefield Court, Suite 218 Asheville, North Carolina 28806 By:_____(SEAL) Tracy J. Hayes, JD, CHC Area Director and Chief Executive Officer Date:_____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. General Statute 159.

By: _____
LME/MCO Finance Officer

Date: _____

Attachment A – Scope of Work

This **Attachment A –Scope of Work** is an integral part of the Contract by and between VAYA and Haywood County Health and Human Services ("CONTRACTOR"). This Attachment A is effective during the Term. CONTRACTOR agrees to provide MH/IDD/SU/TBI services to eligible Members as set forth in the Contract (including the provisions in this Attachment A) and in accordance with all requirements set forth or referenced in Controlling Authority, including but not limited to the VAYA Provider Manual, applicable federal and state laws, rules, and regulations, applicable DMH/DD/SUS Service Definitions (available at https://www.ncdhhs.gov/divisions/mhddsas/servicedefinitions), NC Medicaid Clinical Coverage Policies (available at https://medicaid.ncdhhs.gov/providers/clinical-coverage-policies/behavioral-health-clinical-coverage-policies), and implementation updates, bulletins, and manuals issued by the Department governing the provision of services in this Attachment A, and all subsequent revisions to the foregoing. Any capitalized term not otherwise defined in this Attachment A shall have the same meaning and definitions as set forth in other portions of the Contract.

I. **Name/Description of Service(s), Program, or Initiative:** Haywood County Health and Human Services

   A. **Description or Explanation of Program or Initiative, if applicable:** Haywood County Health and Human Services will serve residents of Haywood County including at-risk individuals who have justice involvement and no insurance and educate the community on substance use and mental health prevention, treatment, and recovery. Haywood County Health and Human Services Agency ('HCHHSA') has been allocated funds to help connect at-risk and justice involved individuals to care and provide post overdose response. The goals of this program are to prevent overdose, reduce recidivism, increase linkages-to-care and to build capacity to response to Substance Use and Mental Health Disorders. The program seeks to prevent overdose and further justice involvement by connecting uninsured individuals with both physical and mental healthcare as well as health education. The program will increase access to care by providing case management, linkage to treatment resources, transportation, housing, employment, and other services. The program will build capacity by strengthening the post-overdose referral and outreach system with the local hospital Emergency Department, law enforcement, Emergency Medical Services (EMS), and the Haywood County Sheriff's Office (HCSO). The program also includes a community education component that is focused on mental health and substance use prevention, treatment, and recovery. The funds will be used to fund two (2) Full time Employees (FTE): one (1) jail liaison (nurse) and one physician extender (nurse practitioner or physician assistant). The program will also hire one temporary PRN prevention specialist to provide school-based education and one part-time peer support specialist. HCHHSA will evaluate the program on a monthly basis using several performance measures including but not limited to 1) the number of participants in the program, 2) the percentage of participants who complete the program, 3) the percentage of participants who engage in behavioral health counseling, 4) the percentage of participants referred from the Haywood County Detention Center, and 5) the percentage of participants referred from the Judicially Manages Accountability and

Recovery Court (Recovery Court). Participants must be at risk for criminal justice involvement, or justice system involved (i.e., on probation or parole) and uninsured and/or meet the criteria outlined by the Recovery Court.

II. County or Counties Served: Haywood

III. DMH/DD/SUS Service Definition(s), if applicable – CONTRACTOR shall deliver the service(s) identified herein in accordance with the following NC Medicaid Clinical Coverage Policy, DMH/DD/SUS Service Definition and/or VAYA in lieu of service definition and the Additional Service Requirements listed herein: Not Applicable

IV. Additional Service Requirements

A. **Staffing Patterns and Infrastructure** Two (2) FTE including:

- One (1) Public Health Nurse II (jail liaison). This person will focus on overdose prevention by linking interested participants with Medication Assisted Treatment ('MAT') and other treatment services. The jail liaison (nurse) will require office space at the HCSO in order to serve program participants both pre and post release. Responsibilities include increasing access to care through providing information such as treatment resources, referrals, transportation, housing, employment and other assistance. Building capacity in Haywood County by expanding current levels of essential post-overdose outreach; expanding outreach to justice involved population; and addressing basic healthcare needs such as immunization and STD testing and treatment.
- One (1) Physician Extender II (Nurse Practitioner or Physician Assistant. HCHHSA will house the physician extender in the public health services division. This person will be responsible for providing physical health assessments to program participants and linking individuals to agency programs and other community services for Substance Use and Mental Health treatment.
- One (1) Temporary PRN Public Health Educator I to lead evidence-based substance use prevention education in local middle schools.
- One (1) Part-time Peer Support Specialist to provide support to individuals with substance use disorders and their families. Provide referrals to community resources for social needs, mental/behavior health, and physical health care. Provide support for all forms of sober living activities.

B. **Staff Training Requirements** Not Applicable

C. **Best Practices/Model Fidelity** *(for example evidence-based practices, HCBS standards-* Not Applicable

D. **Service Delivery Requirements above and beyond requirements of applicable NC Medicaid Clinical Coverage Policy, DMH/DD/SUS Service Definition or VAYA in lieu of service definition** *(if not covered in a Service Definition)*

1. CONTRACTOR shall utilize funds to fund two (2) FTE positions within Haywood County Health and Human Services Agency to support VAYA Haywood County Members/Recipients who are justice involved and have Substance Use needs;
2. CONTRACTOR shall utilize funds to support ten (10) individuals to receive one year of treatment at UNC Horizons Treatment Program in Chapel Hill;
3. CONTRACTOR shall utilize funds to provide health screenings for individuals (dental, medical, behavioral health, social determinants of health, etc.);
4. CONTRACTOR shall utilize funds for prevention curriculum to utilize within Middle Schools in Haywood County;
5. CONTRACTOR shall utilize funding to fund subcontractors who will provide telehealth support for Behavioral Health needs;
6. CONTRACTOR may utilize funds for equipment to support telehealth room at the Health Department;
7. CONTRACTOR may utilize funds (up to $45,000) for media campaign to promote substance use prevention, recovery, and mental health messaging;
8. CONTRACTOR shall not use funds to provide cash payments or purchase gift cards;
9. CONTRACTOR shall not utilize funds to supplement any reimbursement for services or staff activities that are provided through NC Medicaid;
10. CONTRACTOR shall not utilize funds for the purchase or improvement of land; purchase; construction or permanent improvement (other than minor remodeling) of any building or other facility; or purchase of major equipment, including, but not limited to, medical equipment, IT equipment, and vehicles;
11. CONTRACTOR shall not utilize funds to purchase hypodermic needles or syringes so that members may use illegal drugs;
12. CONTRACTOR shall not utilize funds to provide treatment services for individuals who are currently incarcerated; and
13. CONTRACTOR shall not utilize funds for any law enforcement activities.

V. Documentation Requirements

A. CONTRACTOR shall provide and maintain a monthly summary of services provided which may include but is not limited to:
   1. Number of participants in the program (verified through enrollment/referral forms)
   2. Percentage of participants who complete the program (verified through internal reports) Percentage of participants who use Medication-Assisted Treatment (verified through treatment provider and/or urine drug screen)
   3. Percentage of participants who engage in behavioral health counseling (verified by self-report and/or report from treatment provider)
   4. Percentage of participants who receive a positive diagnosis or treatment referral for: Hepatitis B, Hepatitis C, and HIV (verified through internal reports)
   5. Percentage of participants referred from the Haywood County Detention Center (verified through internal reports)

6. Number of individuals reached through the health communications campaign (and other engagements such as reactions and clicks) (verified through reports from public relations firm and media outlets)
7. Percentage of participants with a negative urine drugs screen at 2 months, 4 months, etc. (verified by lab results)
8. Percentage of participants who maintain sobriety for proposed time frame (to be determined) (verified by lab results)
9. Percentage of participants who maintain active engagement in services such as counseling, clinical visits, substance use treatment, etc. (verified by treatment providers and internal reports)

VI. Community Collaboration *(including but not limited to Committee participation, Community Education requirements, etc.)* CONTRACTOR shall participate in community meetings with VAYA and other stakeholders to inform them of funding availability. Community stakeholders will include but not limited to:

A. Haywood Regional Medical Center (HRMC): HCHHSA will focus on strengthening this partnership and renewing overdose referral protocol for this project. We have a working relationship with ED and hospital administration.
B. Haywood County Emergency Medical Services (EMS): HCHHSA will maintain a working relationship with EMS and this initiative will serve to strengthen it. EMS is a key part of the post-overdose response process.
C. Haywood County Sheriff's Office (HCSO): HCHHSA will maintain a strong relationship with the HCSO and view this initiative as an opportunity for growth. The HCSO notifies Meridian Behavioral Health Services (MBHS) about non-fatal overdoses.
D. Waynesville Police Department (WPD): HHSA has a strong relationship with this partner and this initiative will serve to strengthen it.
E. Vaya Health: Vaya is the regional managed care organization, primary provider of peer support specialist training for its 23-county catchment area, and participant in the Substance Use Prevention Alliance (SUPA). HCHHSA will collaborate with VAYA to provide training opportunities for program staff. VAYA also operates an Access-to-Care line and the Permanent Supportive Housing program.
F. Appalachian Community Services (ACS) serves individuals with mental health, substance use, and developmental disability needs. ACS is a strong partner in the SUPA and will be a resource for program staff and participants. ACS operates the area's Mobile Crisis line for substance use and mental health crises.
G. Blue Ridge Community Health Services (BRCHS): This Federally Qualified Health Center provides medical, substance use treatment, and behavioral health services. Meridian Behavioral Health Services (MBHS): MBHS is a provider of outpatient mental health and substance use treatment services. MBHS is a strong partner in the SUPA and is a resource for the program staff and participants. In 2021, MBHS integrated with BRCHS, offering a wider range of services to participants.

H. Mountain Projects, Inc.: Services through this Community Action Agency include Section 8 Housing Assistance, prevention education, Head Start early childhood education, weatherization services, and senior meals. Program staff will link participants to appropriate services.

VII. Funding and Financial Requirements

A. **In addition to the requirements set forth in this Contract, including any attachments, CONTRACTOR shall adhere to the following additional financial requirements:**
   1. CONTRACTOR shall submit a budget for the current fiscal year upon execution of this contract. VAYA will approve or disapprove the budget within 30 days of receipt. If the budget is not approved, CONTRACTOR shall re-submit for approval within 15 days.
   2. CONTRACTOR shall adhere to the approved Annual Budget. Any revisions to or deviations from the budget must be approved in writing by the VAYA.
   3. CONTRACTOR shall submit monthly invoices to payables@vayahealth.com with a brief description of how funds were utilized by the 15th of the following month.

B. **Specifically see Attachments A-1**

VIII. Reporting & Performance Outcomes

A. **Reporting Requirements:** CONTRACTOR shall provide a monthly summary document to VAYA (Network.Management@vayahealth.com) and Community Stakeholders. Summary should include the performance measures outlined in section V. The summary should not include any Protected Health Information ("PHI").

B. **Performance Outcomes:** CONTRACTOR shall monitor the following indicators and include them in their monthly summary document, along with any data regarding performance measures in section V.
   1. Life negatively affected by substance use
   2. Past-year opioid use
   3. Past-month binge drinking
   4. Emergency department visits for unintentional medication or drug overdose
   5. More than seven days of poor mental health in the past month
   6. Did not get mental health counseling needed in the last year
   7. Have considered suicide in the past year

Attachment A-1 - Haywood County Health and Human Services FY 2024/2025

Services Effective 7/1/2024-6/30/2025 unless otherwise noted below

	SOURCE OF FUNDS			REPORTING EXPECTATION		
Site and Service	Federal Non-UCR Funding	Total Funding		Submit Invoice with Actual Expenditures for Payment	Total Funding	Payment Method
SUPTRS	$ 1,445,148	$ 1,445,148		$ 1,445,148	$ 1,445,148	Expense/Invoice
		$ -			$ -	
TOTAL CONTRACT AMOUNT	**$ 1,445,148**	**$ 1,445,148**		**$ 1,445,148**	**$ 1,445,148**	

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval of budget amendment - Recovery Court $25,000 to accept and appropriate grant from Dogwood Health Trust to assist Recovery Court in assessing, locating, and securing long-term financial resources for program sustainability and for County Manager to execute all necessary documents.

Board Action Request:

Requested Action Department:
Finance

Presenter:
Kristian Owen

Background/Justification:
With grant funds we will enter into a Memorandum of Agreement with Baldwin Group (a firm specified by Dogwood) for $15,000 of the grant funds. This firm has specific expertise in justice and recovery support systems.

Budgetary Impact:
No county match required.

Policy Impact:

Attachments:
BUA Recovery Court Grant DWHT.pdf
Grant_Agreement_-_Dogwood_Health_Trust_and_Haywood_County_RECOVERY_COURT.pdf

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2024-2025

PER:
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Court:				-
Adult Accountability and Recovery Court	114330-569900-DWRC	-	25,000	25,000
				-
				-
				-
				-
				-

which will result in a net increase (decrease) of $ 25,000 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue:				-
Adult Recovery Court Grant Funds	110100-441331-DWRC	-	25,000	25,000
				-
		-		-
		-		-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the of 2024.

Chairman
Haywood County Board of Commissioners

ATTEST:

Clerk to the Board

Explanation:
To accept and appropriate $25,000 grant from Dogwood Health Trust
to assist Recovery Court program in assessing, locating, and securing long-
term financial resources for program sustainability.

Dear Grantee,

It is my pleasure to inform you that the Dogwood Health Trust ("**Grantor**" or "**we**") has approved a grant (the "**Grant**") to your organization (together with any wholly owned Affiliate referenced in Exhibit A, "**Grantee**" or "**you**") in the amount and for the project described in Exhibit A (the "**Project**"). Grantee shall use the Grant consistent with the purposes of Grantor's tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee ("**Agreement**"). Grantor and Grantee are each a "party" and collectively, the "parties." The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

We will arrange for payment of the grant in accordance with the payment schedule set forth in in Exhibit A. Grantor will use reasonable commercial efforts to provide payment using the Grantee's preferred payment method set forth in Exhibit B.

You will be required to submit report(s) to the Grantor on the use of and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below and Exhibit A for additional information on the reporting requirement.

TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described in Exhibit A and in a manner consistent with the terms of this Agreement and the budget set forth in Exhibit A. All grant funds must be expended prior to the due date of the final report. Grantee must use the Grant to support one or more of the 18 counties and Qualla Boundary within the Grantor's Region. Grantee may not make any changes (i) in the purposes for which the Grant is made or (ii) to any budget cost category that exceeds 10% in a budget year (assuming the budget set forth on Exhibit A has budget cost categories) without the Grantor's prior written approval. Requests and approvals for amendments to any budget cost category that exceeds 10% in a budget year shall be handled pursuant to Grantor's forms and procedures.

2. **Reporting.** The Grantee will submit to Grantor the written reports set forth on Exhibit A detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date found in Exhibit A. As part of the financial final report, Grantee will report separately grant dollars spent by county benefited. In addition to written reports, Grantor may request stories that illustrate Grantee's impact – either by requesting that Grantee share such stories or provide

access to individual(s) to interview for stories. Grantor may also request photographs that illustrate Grantee's work. Grantee will assume responsibility for securing all required photo releases and usage rights for any images provided to Grantor and provide verification of such to Grantor upon request. Requests and approvals for amendments to the due date of the interim, progress or final report (includes narrative and financial) shall be handled pursuant to Grantor's forms and procedures.

3. **Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either a separate account for the Grant on Grantee's books or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make all books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.

4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:

   a. Influencing the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2);

   b. Carrying on propaganda, or otherwise attempting, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or

   c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with either Grantee's (i) status as a Section 501(c)(3) public charity, or (ii) public purposes as a governmental unit described in Section 170 (c)(1), as the case may be.

5. **Regrants/Earmarking.** Grantee may regrant or loan a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor. Grantee acknowledges that Grantor has not earmarked Grant funds under this Agreement for any subgrantee, borrower, or contractor of Grantee, and no agreement otherwise exists that permits the Grantor to cause the selection of any such subgrantee, borrower, or contractor. Grantee has exercised or shall exercise exclusive control, in fact, over any such selection process and has made or shall make the selection of any subgrantee, borrower, or contractor completely independently of the Grantor.

6. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.

7. **Representation and Warranty Regarding Tax Status.**

a. By entering into this Agreement, Grantee represents and warrants that Grantee is either (i) exempt from federal income tax under IRC Section 501(c)(3) and is a not a private foundation within the meaning of IRC Section 509(a) nor a Type III non-functionally integrated IRC Section 509(a)(3) supporting organization or any other IRC Section 509(a)(3) supporting organization that is controlled directly or indirectly by a disqualified person with respect to Grantee or (ii) a governmental unit described in Section 170 (c)(1).

b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.

c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.

d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.

e. Grantee will not use Grant funds to compensate any person that Grantor has identified in writing to Grantee as a disqualified person within the meaning of IRC Section 4946.

f. If the Grantee is a council of government, Grantee represents and warrants that local governments fund its operations, appoint its directors, and supervise the organization.

8. **Notice.** Grantee shall give the Grantor immediate written notice upon the occurrence of any of the following: (i) any change in either Grantee's tax-exempt or public charity status, or its status as a governmental unit described in Section 170 (c)(1), as the case may be; (ii) a proceeding or investigation directed at the Grantee or an employee, director or officer of the Grantee by a federal, state, tribal, or local administrative agency or authority ("**Government Proceeding**") that could have a material adverse impact on

the Grantee's ability to perform its obligations under this Agreement; or (iii) a Government Proceeding related to a claim alleging the diversion of grant funds to a non-charitable purpose, financial impropriety, fraud or breach of fiduciary duty. Written notification will be provided to the General Counsel of Dogwood Health Trust at impactgrants@dht.org.

9. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor a perpetual, irrevocable, fully-paid up, royalty-free, nonexclusive license to publish, use, distribute, reproduce, copy, and prepare derivative works based upon any publications, studies, or research funded by this grant at the sole discretion of the Grantor.

10. **Grant Announcements and Communications.** Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any press releases or external announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its internal publications (annual reports, newsletters, etc.), organizational social media, or tax returns. The Grantor, in its sole discretion, may include information on the grant in its newsletters, website, social media and periodic public reports.

11. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.

12. **Liability.** Grantee agrees that, to the extent permitted by North Carolina Tort Claims Act, Grantee will be solely responsible for its acts and omissions in carrying out the activities and purposes of the Grant.

13. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

14. **Assignment.** Grantee may not assign any rights or delegate any obligations created by this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Grantor. Any assignment in violation of the foregoing is null and void. This Agreement will be binding upon the successors, legal representatives and permitted assigns of the parties.

15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any

provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. Grantor may, in its sole discretion, discontinue or suspend funding if making such payment might, in the judgment of the Grantor, expose the Grantor to liability, adverse tax consequences, or constitute a taxable expenditure. The Grantor may also avail itself of any other remedies available by law.

17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

19. **Survival.** A party's obligations under this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. You may return the signed Agreement via AdobeSign, or send it to impactgrants@dht.org or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to email impactgrants@dht.org or contact your Dogwood Community Investment Team contact.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Dogwood Health Trust

Susan Mims (Sep 6, 2024 13:58 EDT)

Authorized Signature

Susan Mims, MD, MPH

Name

President & CEO

Title

Sep 6, 2024

Date

Accepted on behalf of organization by:

Bryant Morehead (Oct 10, 2024 13:18 EDT)

Authorized Signature

Date: Oct 10, 2024

Bryant Morehead

Name

County Manager

Title

Please attach W9 here.

EXHIBIT A

Grantee Legal Name: Haywood County, a body politic and corporate

Tax ID Number: 56-6001524

Type of Organization: Government Entity

Organization Contact: Sally Dixon, County Manager

Grant Contact: Patricia Cantrell, Grants Administrator

Dogwood Strategic Priority: Behavioral Health & Substance Use Disorder (100%)

Project Title: Haywood County Recovery Court Sustainability Planning

Project:

This grant supports planning and technical to develop a broad and sustainable funding base for Haywood County Recovery Court, which was established in 2023 to address the substance abuse and criminal justice issues of citizens of Haywood County.

Grant Amount: $25,000.00

Payment Schedule:

The entire grant amount set forth above will be disbursed within 30 days of Grantor's receipt of this signed grant agreement.

Amount	*Target Payment Month/Year*
$25,000.00	October 2024

Budget:

$10,000 planning support costs
$15,000 contracted planning services

Reporting Requirements:

Grantee will submit reports to Grantor according to the reporting schedule listed below. ***Interim Reports*** *represent a check-in conversation initiated by Grantor to discuss highlights and difficulties faced in the interim six-month period.* ***Progress Reports*** *and the* ***Final Report*** *are written reports that must detail the grant progress and include a financial report and information on the following key activities and success indicators, including progress toward targets where listed.*

Key Activities:

- *Collaborate with stakeholders and evaluators to review current data collection systems and develop new systems to highlight areas for improvement to be addressed.*
- *Interview stakeholders and team members to understand the strengths, areas for improvement, and potential solutions for any areas for improvement*
- *Analyze criminal justice data (i.e., court, jail) to assess gaps in the referral streams and whether there is equity in who is referred and admitted.*

Success Indicators:

- *75% of stakeholders complete an interview with the evaluation team*
- *Analysis of any current data and project reports based on these data*
- *Development of any data collection mechanisms that are needed for future sustainability planning*
- *Submission of a grant application for the FY 25 BJA Adult Drug Court Discretionary Grant or a comparable federal grant under BJA or SAMHSA.*

Reporting Schedule:

Type	*Due Date*
Final Report	11/3/2025

As part of the narrative final report, Grantee will report percent of grant funds spent by county, including the Qualla Boundary. This figure may be an estimate based on a good-faith approximation of the geographic breakdown of work completed.

EXHIBIT B

Please choose your payment method and provide the required details below.

Paper check

Wire or ACH *(PREFERRED)*

Bank / Institution Name	
ABA # (for Wire) or Routing # (for ACH)	
Account #	

E-check, sent via email

Email Address	

Paper check, sent via USPS

Mailing Address *City, State, Postal Code*	215 North Main Street, Waynesville NC 28786

For grants paid in installments, your Dogwood Impact Team contact will work with you to confirm that all requirements for subsequent payments have been met and confirm payment details at that time.

REV 01/2019

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
***Denotes a Required Field**

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Request for Taxpayer Identification Number

Section 1 – Taxpayer Identification

***1.** ☐ Social Security Number (SSN),
OR
☒ Employer Identification Number (EIN),
OR
☐ Individual Taxpayer Identification Number (ITIN)

***2.** 5 6 6 0 0 1 5 2 4

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.

***4. Legal Name** (as shown on your income tax return):
COUNTY OF HAYWOOD, NORTH CAROLINA

5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Contact Information

***6. Legal Address** (DO NOT TYPE OR WRITE IN THIS FIELD)	**7. Remittance Address** (Location specifically used for payment that is different from Legal Address, if applicable)
***Address Line 1:** 215 N. MAIN STREET	**Address Line 1:**
Address Line 2:	**Address Line 2:**
***City** WAYNESVILLE ***State** NC ***Zip (9 digit)** 28786	**City** **State** **Zip (9 digit)**
***County** HAYWOOD	**County**

***8. Contact Name:**	KRISTIAN OWEN
***9. Phone Number:**	828-356-2615
10. Fax Number:	
11. Email Address:	

***12. Entity Type**	***13. Entity Classification**	**14. Exemptions (see instructions)**
☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation ☐ Partnership ☐ Trust/Estate ☒ Other LOCAL GOVERNMENT ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ **Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	☐ Medical Services ☐ Legal/Attorney Services ☒ NC Local Govt ☐ Federal Govt ☐ NC State Agency ☐ Other Govt ☐ Other (specify)	Exempt payee code (if any): Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website **(https://www.irs.gov/)**:

***Printed Name:**	KRISTIAN OWEN	***Printed Title:** FINANCE DIRECTOR	
***Authorized U.S. Signature:**	Kristian Owen Digitally signed by Kristian Owen Date: 2024.01.08 16:17:57 -05'00'	***Date:** 01/08/2024	

Please complete the "Modification to Existing Vendor Records" section below If there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the State Controller *Denotes a Required Field This form is to be completed by the vendor.	**STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM Modification to Existing Vendor Records**	

This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

Section 1:

CHANGE FROM: Remittance Address		
***Address Line 1:**		
Address Line 2:		
***City**	***State**	***Zip (9 digit)**
***County**		

CHANGE TO: Remittance Address		
***Address Line 1:**		
Address Line 2:		
***City**	***State**	***Zip (9 digit)**
***County**		

NOTE: If you would like to receive your payments electronically, please complete the Vendor Electronic Payment Form

---

Section 2:

* **CHANGE FROM: SSN, or EIN, or ITIN**	* **CHANGE TO: SSN, or EIN, or ITIN**
(PRESS THE TAB KEY TO ENTER EACH NUMBER)	(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Section 3:

CHANGE FROM: Vendor Name	**CHANGE TO: Vendor Name**
***Legal Name:**	***Legal Name:**
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	**Business Name/DBA/Disregarded Entity Name, if different from Legal Name:**

***Printed Name:**		***Printed Title:**	
***Authorized U.S. Signature:**			* **Date:**

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Specific Instructions

Section 1 -Taxpayer Identification

1. Taxpayer Identification Type. Check the type of identification number provided in box 2.

2. Taxpayer Identification Number (TIN). Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. Dunn and Bradstreet Universal Numbering System (DUNS). Vendors are requested to enter their DUNS number, if applicable.

4. Legal Name. Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

5. Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address.**

7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name.**

9. Enter your **Business Phone Number.**

10. Enter your **Fax Number**, if applicable.

11. Enter your **Email Address**, if applicable.

For clarification on IRS Guidelines, see www.irs.gov.

12. Entity Type. Select the appropriate entity type.

13. Entity Classification. Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for…	THEN the payment is exempt for…
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472- 1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Grant Agreement - Dogwood Health Trust and Haywood County (3958)

Final Audit Report 2024-10-10

Created:	2024-09-06
By:	Stephen Blount (s.blount@dht.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPJWi-jKP2O0xmJeWiJ-0dZZL0Ay4EL8N

"Grant Agreement - Dogwood Health Trust and Haywood Count y (3958)" History

Document created by Stephen Blount (s.blount@dht.org)
2024-09-06 - 4:51:55 PM GMT

Document emailed to Susan Mims (s.mims@dht.org) for signature
2024-09-06 - 4:53:08 PM GMT

Email viewed by Susan Mims (s.mims@dht.org)
2024-09-06 - 5:57:56 PM GMT

Document e-signed by Susan Mims (s.mims@dht.org)
Signature Date: 2024-09-06 - 5:58:33 PM GMT - Time Source: server

Document emailed to bryant.morehead@haywoodcountync.gov for signature
2024-09-06 - 5:58:34 PM GMT

Email viewed by bryant.morehead@haywoodcountync.gov
2024-09-06 - 8:42:41 PM GMT

Email viewed by bryant.morehead@haywoodcountync.gov
2024-09-13 - 7:17:46 PM GMT

Email viewed by bryant.morehead@haywoodcountync.gov
2024-09-21 - 10:15:42 AM GMT

Email viewed by bryant.morehead@haywoodcountync.gov
2024-10-03 - 1:06:37 AM GMT

Email viewed by bryant.morehead@haywoodcountync.gov
2024-10-04 - 6:03:49 PM GMT

New document URL requested by bryant.morehead@haywoodcountync.gov

2024-10-10 - 5:00:13 PM GMT

Email viewed by bryant.morehead@haywoodcountync.gov

2024-10-10 - 5:00:23 PM GMT

Signer bryant.morehead@haywoodcountync.gov entered name at signing as Bryant Morehead

2024-10-10 - 5:18:08 PM GMT

Bryant Morehead (bryant.morehead@haywoodcountync.gov) uploaded the following supporting documents:

Please attach W9 here.

2024-10-10 - 5:18:10 PM GMT

Document e-signed by Bryant Morehead (bryant.morehead@haywoodcountync.gov)

Signature Date: 2024-10-10 - 5:18:10 PM GMT - Time Source: server

Agreement completed.

2024-10-10 - 5:18:10 PM GMT

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval of budget amendment - Public Health - $109,470 - to accept and appropriate funds for the North Carolina Medicaid Cost Report from NC DHHS Division of Health Benefits - to be used in Public Health's Medicaid eligible programs for salary reimbursement of current staff and purchase of supplies and equipment in Public Health clinics.

Board Action Request:

Requested Action Department:
HHSA - Health

Presenter:
Michelle Haynes

Background/Justification:
Medicaid Cost Settlement funds have been received ($832,686.00 less the required 10% holdback of $83,269.00 that will be distributed at a later date, totaling $749,417.00) from NC DHHS Division of Medical Assistance. These funds must be used in Medicaid eligible programs that earned the settlement: Adult Health, Child Health, Maternal Health, Family Planning, Immunizations, Communicable Disease, and Dental Health. These funds will be used in the respective programs to: reimburse salaries of existing staff; purchase program, clinic, and lab supplies; replace patient beds in the clinic to meet ADA standards/compliance; replace chairs in the clinic and Public Health rooms; and to purchase vital sign machines to better serve patients. The total settlement of $639,947 for the Dental Clinic was already captured in the original budgeting process so not included in this BUA. Total: $749,417 check - $639,947 already budgeted = $109,470.00

Budgetary Impact:

Policy Impact:

Attachments:
BUA MCS $109,470 for 12.02.24 meeting.pdf

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2024-25

PER: _____
JNL: _____

Be it ordained by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
115110 Public Health				
Salaries & Wages - Regular	115110-512100	2,031,349	2,951	2,034,300
Immunization Action Oper Exp	115110-523100-57150	6,000	9,520	15,520
Non-Expendable Office Supplies	115110-526900	6,600	96,999	103,599
				0
				0
				0

This amendment will result in net increase/(decrease) of $109,470 in the expenditures of the General Fund.

To provide the additional revenue for the above amendment, the following revenues will be increased as the money has been received:

Revenue	Account Number	Current Budget	Increase (Decrease)	Amended Budget
110050 Intergovernmental Revenue				
Immunizations	110050-451260-57150	16,427	9,520	25,947
Family Planning	110050-451515	132,778	96,999	229,777
Communicable Disease	110050-451555	16,403	949	17,352
Adult Health	110050-451565	34,178	2,002	36,180
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the _____ day of _____ , 20____.

_____
Chairman
Haywood County Board of Commissioners

ATTEST:

_____
Clerk to the Board

Explanation:
Medicaid Cost Settlement funds have been received ($832,686.00 less the required 10% holdback of $83,269.00 that will be distributed at a later date, totaling $749,417.00) from NC DHHS Division of Medical Assistance. These funds must be used in Medicaid eligible programs that earned the settlement: Adult Health, Child Health, Maternal Health, Family Planning, Immunizations, Communicable Disease, and Dental Health. These funds will be used in the respective programs to: reimburse salaries of existing staff; purchase program, clinic, and lab supplies; replace patient beds in the clinic to meet ADA standards/compliance; replace chairs in the clinic and Public Health rooms; and to purchase vital sign machines to better serve patients. The total settlement of $639,947 for the Dental Clinic was already captured in the original budgeting process so not included in this BUA. Total: $749,417 check - $639,947 already budgeted = $109,470.00 BUA.

NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES
Division of Health Benefits

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
JAY LUDLUM • Deputy Secretary, NC Medicaid

July 31, 2024

Haywood County Health Department
Attn: Sarah Banks, Health Director
157 Paragon Parkway
Clyde, NC 28721

RE: LHD Tentative Settlement
Provider: Haywood County Health Department
NPI #: 1598810285 / Provider #: 3404344
FYE: June 30, 2023

Dear Ms. Banks:

Enclosed is your tentative settlement of the above provider's North Carolina Medicaid cost report for the fiscal period June 30, 2023 based on a limited scope review. The above Medicaid cost report has been selected for field audit or desk review. The Notice of Program Reimbursement and final settlement will be issued upon completion of the field audit or desk review.

The enclosed Attachment A summarizes the settlement. If Line 7 of the Attachment A indicates an amount due the Medicaid Program, please remit that amount to: DHHS Office of the Controller, Accounts Receivable-Medical Assistance, 2022 Mail Service Center, Raleigh, North Carolina 27699-2022. Should payment not be received by the Division within thirty (30) days from the date of this letter, a late payment penalty and monthly interest will be charged consistent with N.C.G.S §105.241.21 and as required by N.C. G.S. §147-86.23. In accordance with such authority, if this letter reflects a revision of a previously determined settlement amount, penalties and interest shall be recalculated on the revised settlement amount and interest will be charged from the original due date of the account. In accordance with Section 10.73A (a) and (c) of N.C. Session Law 2009-451, any payments to your provider organization (or any entities sharing the same Employee Identification Number as your Medicaid provider organization) for claims submitted to N.C Medicaid shall be suspended thirty (30) days from the date of this letter until the recoupment and any penalty and accrued interest has been paid in full or you have entered into an approved payment plan.

The suspension of payments shall continue during the pendency of any appeal filed at the Department, Office of Administrative Hearings, or State or federal courts. If Line 7 indicates an amount due to your facility, payment for this amount will be forthcoming. For questions regarding payments please contact Deborah Monday, DHHS Controller's Office at (919) 527-6212 or Deborah.Monday@dhhs.nc.gov.

PLEASE NOTE: The Department is not required to approve requests for payment plans.

Sincerely,

John J. Mathewson, CPA
Audit Manager
DHB Audit Section

cc: Deborah Monday

North Carolina Division of Health Benefits
Local Health Department Cost Report

SECTION I - COST REPORT ATTESTATION

Complete Shaded Areas

1. Governmental Provider Name and Address:

Haywood County Health Department
157 Paragon Parkway
Clyde, NC 28721

Federal Employer Identification Number: 56-6001524

	NPI Number	Medicaid Provider Number
Primary	1598810285	3404344

Type of Submission:
[X] Original Cost Report
[ ] Amended Cost Report - Reason:

2a. Reporting Period (Medicaid State Plan Rate Year):
From: 7/1/2022
To: 6/30/2023

2b. Type of Provider (Check One)
[X] Local Health Department
[ ] CDSA
[ ] Other

3 a. Type of Report:
[ ] Partial Period Report
[ ] Quarterly Cost Report
[X] Full Year Cost Report

b. Cost by Component:

	Medicaid Medical Services	Medicaid Family Planning Services	NC Health Choice Services	Medicaid Administration (Approved MAC Plan)
Total Gross Computable Expenditure (Exhibit 1b)	$1,190,049	$73,541	$6,342	$0
Total Net Computable Expenditure (Exhibit 1b)	$1,049,822	$61,679	$5,592	$0
Total Net Computable Settlement (FMAP/FFP Applied) (Exhibits 1b)	**$772,616**	**$55,511**	**$4,559**	**$0**

$772,616 + $55,511 + $4,559 = $832,686.00
$832,686.00 - 10% holdback of $83,269.00 = $749,417.00
$749,417.00 total - $639,947 Dental already budgeted = $109,470.00
Total BUA = $109,470.00

PART I CERTIFICATION

CERTIFICATION BY OFFICER OF THE PROVIDER

I HEREBY CERTIFY that:

1. I have examined this statement, the accompanying Supporting Schedules, the allocation of expenses and services, and the attached Worksheets for the period from 7/1/2022 to 6/30/2023 and that to the best of my knowledge and belief they are true and correct statements prepared from the books and records of the provider in accordance with applicable instructions.
2. The expenditures included in this statement are based on the actual total cost of recorded expenditures including the federal and non-federal share.
3. The required amount of state and/or local funds were available and used to pay for total computable allowable expenditures included in this statement, and as such state and/or local funds were in accordance with all applicable federal requirements for the non-federal share match of expenditures (including that the funds were not Federal funds in origin, or are Federal funds authorized by Federal law to be used to match other Federal funds, and that the claimed expenditures were not used to meet matching requirements under other Federally funded programs).
4. Federal matching funds are being claimed on this report in accordance with the Cost Report instructions provided by the NC Department of Health & Human Services effective for the above reporting period.
5. I am the officer authorized by the referenced government agency to submit this form and I have made a good faith effort to assure that all information reported is true and accurate.
6. I understand that this information will be used as a basis for claims for federal funds, and possibly state funds, and that falsification and concealment of a material fact may be prosecuted under federal or state civil or criminal law.

NO SIGNATURE REQUIRED - TENTATIVE SETTLEMENT COPY

SIGNATURE (Officer of the Government Agency) — DATE

Health Director — PHONE NUMBER

TITLE

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval of budget amendment - Animal Services $10,000 - to accept and appropriate grant from PetCo to be used for animal life saving measures

Board Action Request:

Requested Action Department:
Finance

Presenter:
Kristian Owen

Background/Justification:

Budgetary Impact:

Policy Impact:

Attachments:
BUA PetCo Grant #2.pdf

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2024-2025

PER:
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Animal Services				-
Miscellaneous Supplies	114380-529900	5,000	10,000	15,000
				-
				-
				-

which will result in a net increase (decrease) of $ 10,000 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue:				-
Animal Services Grant	110100-443849	-	10,000	10,000
				-
		-		-
		-		-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the ____ of ____ 2024.

Chairman
Haywood County Board of Commissioners

ATTEST:

Clerk to the Board

Explanation:
To accept and appropriate PetCo grant in the amount of $10,000
for animal life saving measures.

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval of budget amendment - Sheriff $119,951 - to accept and appropriate contract with Lake Junaluska for law enforcement services and approval for County Manager to execute all documents.

Board Action Request:

Requested Action Department:
Finance

Presenter:
Kristian Owen

Background/Justification:
To contract law enforcement services to Lake Junaluska for 42 hours per week

Budgetary Impact:
Services will be reimbursed on a monthly basis at a rate of

Policy Impact:

Attachments:
BUA Lake J Sheriff.pdf

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2024-2025

PER:
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Public Safety				-
Salaries - Reg	114310-512100	4,111,344	61,109	4,172,453
SS Contribution	114310-518100	350,856	4,675	355,531
Retirement	114310-518200	660,214	9,227	669,441
401K	114310-515202	205,000	3,055	208,055
Hospital Insurance	114310-518300	1,460,000	20,000	1,480,000
Life Insurance	114310-518900	3,648	45	3,693
R&M Vehicles	114310-535300	62,500	10,000	72,500
Fuel	114310-525002	202,514	11,840	214,354
				-

which will result in a net increase (decrease) of $ 119,951 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue:				-
Lake Junaluska Sheriff Contract	110100-443112	-	119,951	119,951
				-
		-		-
		-		-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the ____ of ____ 2024.

Chairman
Haywood County Board of Commissioners

ATTEST:

Clerk to the Board

Explanation:
To accept and appropriate contract with Lake Junaluska for law enforcement services.

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval of budget amendment - Sheriff $21,579 - to accept and appropriate Firehouse Subs Public Safety Foundation grant for the purchase of a Polaris Ranger XP 1000 Premium to assist in searches, rescues, recoveries, and moving of personnel with tactical gear into location in a timely manner.

Board Action Request:

Requested Action Department:
Sheriff's Department

Presenter:
Matthew Trantham

Background/Justification:
We have applied for this grant several times and have not gotten it. This year it was written for purchasing a six-seater Polaris side-by-side to assist in searches, rescues, recoveries, and moving of personnel with tactical gear into location in a timely manner.

Budgetary Impact:

Policy Impact:

Attachments:
Firehouse Subs MOU.pdf
BUA Firehouse Grant.pdf

Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT
October 15, 2024

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.
All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award funding to **County of Haywood, NC on behalf of Haywood County Sheriff's Office, Waynesville, NC** for **$21,579.03** to be used toward the direct purchase of **Polaris Ranger XP 1000 Premium with Poly Roof, Poly Windshield, Poly Rear Panel, and Front and Rear Canvas Doors (Including Freight up to $600, Excluding Taxes).**

County of Haywood, NC on behalf of Haywood County Sheriff's Office Responsibilities

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
2. **Purchase** the equipment on Approved Quote #QUO-62492-D5G6B7 from Polaris.
    a. **NOTE:** DO NOT PREPAY for the equipment order at the time of purchase
3. **Confirm Receipt of ACH Transfer** by emailing procurementfoundation@firehousesubs.com

4. **Verify Purchase and Delivery** by providing Firehouse Subs Public Safety Foundation with the following:
    a. All signed and dated packing slips
    b. Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
    c. A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)

5. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation.
    a. Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
    b. Return Excess Funds within 30 days of receipt of excess funds invoice to Firehouse Subs Public Safety Foundation, Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258

6. If purchases exceed funding, **County of Haywood, NC on behalf of Haywood County Sheriff's Office** is responsible for the additional amount.

VERY IMPORTANT: Deadline for submitted documentation is March 1, 2025.

_____ _____
Firehouse Subs Public Safety Foundation Date

_____ _____
County of Haywood, NC OBO Haywood County Sheriff's Office Representative (**Signature**) Date

Matthew Trantham (Chief Deputy)
County of Haywood, NC OBO Haywood County Sheriff's Office Representative Name (**Print**)

HAYWOOD COUNTY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2024-2025

PER:
JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
Public Safety ;				-
Sheriff - C/O Other Equipment	114310-555000-FRHS	-	21,579	21,579
				-
				-
				-

which will result in a net increase (decrease) of $ 21,579 in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue:				-
Sheriff Grants	110100-443104-FRHS	-	21,579	21,579
				-
		-		-
		-		-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the ____ of ____ 2024.

Chairman
Haywood County Board of Commissioners

ATTEST:

Clerk to the Board

Explanation:
To accept and appropriate Firehouse Subs Grant for the purchase of a Polaris side by side

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval of Resolution to Authorize Transfer of 392 Rovingwood Drive, Waynesville, NC to Southwestern Commission - Executive Director of Southwestern Commission Russ Harris and Southwestern Commission Project Manager of Housing LeNay Shular

Board Action Request:
The County will deed over the house at 392 Rovingwood Drive, Waynesville to Southwestern NC HOME Consortium to act as a required match amount and to provide affordable housing for a qualified household.

Requested Action Department:
Economic Development

Presenter:
Hannah White

Background/Justification:
The County sits as the lead entity of the Southwestern NC HOME Consortium. The Southwestern NC HOME Consortium is required to provide a 25% match for affordable housing project. The County will deed over the house at 392 Rovingwood Drive, Waynesville to Southwestern NC HOME Consortium. After rehabilitation and reappraised, the Southwestern Commission will donate the house to a qualified household. This value will be able to count as a match for the Consortium. The house must be sold to a qualified household that is at 80% or below the area median income for Haywood County, NC. The income limits are established by HUD every year.

Budgetary Impact:

Policy Impact:

Attachments:
Housing Consortium Rovingwood Nov 2024 - Deed.pdf
Resolution Rovingwood House.pdf

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax:	$ 0
Parcel ID:	8606-59-9645
Mail/Box to:	Grantee
Prepared by:	Frank G. Queen, PLLC
Brief description for the Index:	392 Rovingwood Drive, Waynesville NC 28786

THIS SPECIAL WARRANTY DEED ("Deed") is made on the _____ day of December, 2024, by and between:

GRANTOR	GRANTEE
Haywood County, a body politic 215 N. Main Street Waynesville NC 28786	Southwestern Commission, a unit of local government of North Carolina 125 Bonnie Lane Sylva NC 28779

Enter in the appropriate block for each Grantor and Grantee their name, mailing address, and, if appropriate, state of organization and character of entity, e.g. North Carolina or other corporation, LLC, or partnership. Grantor and Grantee includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the Ivy Hill Township, Haywood County, North Carolina and more particularly described as follows (the "Property"):

See attached Exhibit A, describing 392 Rovingwood Drive, Waynesville NC 28786.

All or a portion of the Property was acquired by Grantor by instrument recorded in Book 880, page 1392.

All or a portion of the Property ☐ includes or ☒ does not include the primary residence of a Grantor.

A map showing the Property is recorded in Plat Cabinet C, Slot 3348.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor shall warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

Easements, restrictions, rights of way of record.

IN WITNESS WHEREOF, Grantor has duly executed this North Carolina Special Warranty Deed, if an entity by its duly authorized representative.

Haywood County

By: _____
Name: L. Kevin Ensley, Chairman
Haywood County Board of County Commissioners

Attest: _____
Asst/Deputy Clerk, County Commissioners

STATE OF North Carolina, COUNTY OF Haywood

I _____, a Notary of the above state and county, certify that the following person(s) personally appeared before me on the _ day of _____ 2024, each acknowledging to me that he or she signed the foregoing document, in the capacity represented and identified therein (if any): L. Kevin Ensley.

Affix Notary Seal/Stamp

_____
Notary Public (Official Signature)
My commission expires: _____

EXHIBIT A

[Legal description of property, from Deed Book 880, page 1392]

Additional provisions:

This conveyance is made pursuant to N.C. Gen. Stat. 160A-279 and the procedures of N.C. Gen. Stat. 160A-267.

This property is taken and received by the Grantee subject to the possibility of the reversion of the title to Grantor should the Grantee, its successors or assigns, for a period of fifteen years after the conveyance of the property by Grantee to a qualifying low- or moderate-income person, cease to use the property for residential housing for such a qualifying low- or moderate-income person.

Upon the Grantor becoming aware of the non-compliance of the property with this provision, then for a period of six months thereafter the Grantor shall have the right, but not the obligation, to require the reconveyance of the title to the subject property to the Grantor.

BOARD OF COMMISSIONERS

L. KEVIN ENSLEY, CHAIRMAN
BRANDON C. ROGERS, VICE-CHAIRMAN
TOMMY LONG
JENNIFER BEST
TERRY RAMEY

COUNTY MANAGER
BRYANT MOREHEAD

COUNTY ATTORNEY
FRANK G. QUEEN

Resolution Approving Conveyance of Property to A Nonprofit Organization Pursuant to G.S. 160A-279

WHEREAS, the Haywood County ("County") owns the property at 392 Rovingwood Drive, Waynesville NC 28786 (Deed Book 880, page 1392; PIN 8606-59-9645) ("Property"); and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city or county to convey real or personal property by private sale to a nonprofit entity if the city or county is authorized by law to appropriate money to the entity; and

WHEREAS, N.C. G.S. 153A-376, -377 and -378, among other authorities, authorize a county to engage in programs of assistance for developing and redeveloping housing for low- and moderate-income persons; and

WHEREAS, the County has engaged with Southwestern Commission, a unit of local government in North Carolina ("Consortium"), to receive, rehabilitate and sell housing that is suitable for low- and moderate-income persons and to that end is willing to receive the Property, rehabilitate it and sell it in accordance with its regulations to a low- or moderate-income person; and

WHEREAS, the occupancy and use of the Property will assist the County in meeting its goal of increasing available housing for low- and moderate-income persons;

THEREFORE, THE HAYWOOD COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The board chairman of Haywood County is authorized to execute all documents necessary and useful to convey title to the property at 392 Rovingwood Drive, Waynesville NC 28786 (Deed Book 880, page 1392; PIN 8606-59-9645) to Consortium;

2. The consideration for the conveyance is the following set of conditions, covenants, and restrictions, which shall be incorporated in the deed given by the county to Consortium:

a. Affordability. The Consortium agrees to ensure that the Property will be used to provide affordable housing in accordance with the applicable HUD HOME Program requirements.

b. Affordability Period. The Property shall be maintained as affordable housing for a minimum of 15 years from the date of initial occupancy by an income-eligible household. The affordability period shall commence on the date the Property is transferred to an eligible low-income buyer.

c. Low-Income Buyer. The Property must be sold to income-eligible households whose incomes do not exceed 80% of the area median income, adjusted for family size, as determined by HUD.

d. If the use of the property violates any term of the restrictive covenants, then upon County becoming aware of the violation, it shall have the option, within 90 days of becoming aware of the violation, to terminate the title of the then-owner and reacquire the entire fee-simple interest to the property.

3. The County Attorney is authorized to make modifications to the terms of the restrictive covenants set out in Section 2 in the deed of conveyance to accommodate either the financing terms of the HUD HOME program, the requirements of the Consortium's program, or the other governmental regulations applicable to the transaction.

4. The clerk to the Board of Commissioners shall publish a notice summarizing the contents of this resolution, and the property may be transferred at any time more than 10 days after publication of the notice.

Adopted this the ____ day of _____, 2024.

ATTEST:

_____
Haven B. Muse, Deputy Clerk to the Board
Haywood County Board of Commissioners

_____
L. Kevin Ensley, Chair, Haywood
County Board of Commissioners

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval for Center Pigeon Fire Department to enter into an installment financing agreement with United Financial (HomeTrust Bank) in an amount not to exceed $300,000 for a period of 10 years. Proceeds will be used for building renovations including roof and gutter replacement, raising the front of the building by four feet, replacing 5 garage doors with 12 foot high doors, adding brick to building. $100,000 will be contributed to the project from savings - Fire Chief Johnny Pless

Board Action Request:

Requested Action Department:
Finance

Presenter:
Haven Muse

Background/Justification:

Budgetary Impact:

Policy Impact:
Center Pigeon has no long term liabilities, the last payment on a 0% interest loan was paid in November 2024. Cash balance is in excess of $500,000. No Tax increase will be needed to fund this project. FY2024 has been received and reviewed by Finance Director

Attachments:
Board_Minutes_2024_08-08.pdf
Building_Financing_Public_Meeting.pdf
Financing_Resolution.pdf
Resolution-Cooper_Enterprises__002_.pdf
Resolution-Haywood_Builders.pdf
United_Financial.pdf

Center Pigeon Volunteer Fire Department Incorporated
Board of Directors Meeting
August 8, 2024

Official Board Minutes
Date of Approval 10/24/24
Board Signature

Attending: Johnny Pless, Jim Clontz, Chris Hartley, Gary Miller, Tim Glavich, Jim Morris, John Denton, Jason Miller, Bron Holcomb and Troy Ball.

Troy Ball called the meeting to order.
Chris Hartley opened the meeting with a prayer.

Approval of Minutes-Minutes from July was presented.
Chris Hartley made the motion to accept the minutes. Tim Glavich seconded. Motion carried.

Treasurer's Report Jim Clontz presented the treasurer's report for last month. Chris Hartley made the motion to accept the report. Tim Glavich seconded the motion. Motion carried.

Old Business-

1. **Update on Damage to station property from the flood.** - Nothing has changed from the last meeting.
   Stream bank repair/ Stabilization- Still work in progress.
2. **Dental Insurance Change-** The station must have 5 people enrolled in the program. More to come as we need either Part time or volunteer to sign up.
3. **Building remodel update-**
   a) **Floor finishing quote-** We have a bid to do the floors for $63,960.00. This equals about $10.00 a square foot.
   b) **Remodel Costs estimate package-** We have all the quotes from all for the project. Estimated costs are at $383.571.27.
   c) **How much saving do we want to use?** Jim Clontz made a motion to use $100,000 out of the fire department funds for the project. Tim Glavich seconded the motion. Motion Carried.
   d) **Financing options and procedures-** We will get 3 bids for the project before the decision is made. Champion Credit Union, Telco Credit Union, and Civic Federal Credit Union
   e) **Bron Holcomb made a motion to go with the price of $383,571.27.** Jim Clontz Seconded the motion. Motion Carried. The board discussed the need to complete this project.
4. **Propane contract update-** Still more to go as the price keeps dropping.
5. **Propane tank concrete pad-** Jim Clontz made a motion to add a concrete pad for the big tanks at a cost of $4,000. Troy Ball seconded the motion. Motion carried.

New Business: No new Business

No other new business:

Next meeting scheduled for Thursday September 26th at 7pm. This will also be the public meeting

Jim Clontz made a motion to dismiss.

Bron Holcomb dismissed with prayer.

Center Pigeon Fire Department

Building Finance Public Meeting

October 24, 2024

Need for Building Repairs

- 5,000 sq ft section of the building was built in 1978/1979 making it 45 years old.
- Roof has been professionally coated twice to stop leaks. Roof is leaking again and we are unable to stop the leaks.
- Building garage door jambs and siding are rusting at the ground level.
- Garage door height is 10 ft and all newer trucks are at the 10-foot height and will not fit in the building.




JM
Johns-Manville
fiber glass
insulation


PLYMOVENT







Cost to Replace the Roof and Gutters

- Replacing the existing roof and install new gutters only to stop the roof leaks estimate is $91,380.00.
- This only will fix the roof leaks and not the rust and door height issues.

Plan to Address all of the Issues

- Raise the front of the building by 4 feet.
- Replace the roof with a sloped roof to the rear and replace the rear gutter removing the front gutter.
- Replace the 5 front facing garage doors and jambs with 12-foot-high doors.
- Add brick at floor level for appearance and to eliminate future rust issues to the entire building.

Plan to Address all of the Issues

- Replace all exterior siding on the 1978/1979 portion of the building.
- Patch and epoxy coat the concrete truck bay floors for the entire building.

Cost Estimates

- Replace entire roof raising front by 4 ft, replace all roof insulation, replace gutters and down spouts, & replace all metal siding & trim on the 50 X 100 building.
  - Vendor is Cooper Enterprises
  - Cost is $245,126.00
- Brick around entire building.
  - Labor cost is $25,518.00
  - Material cost is $14,796.76

Cost Estimates

- 5 Garage doors 12 foot high.
  - Vendor is Haywood Builders.
  - Cost is $34,034.50.
- Prepare and epoxy finish of 6,400 sq ft of truck bay floors.
  - Vendor is High Tech Industries
  - Cost is $63,960.00
- Total cost estimate is $383,435.26

How We Plan on Paying for the Building

- We plan on using $100,000 of our reserve funds leaving approximately $200,000 in reserve funds for a future replacement of a 36-year-old truck.
- We plan on financing up to $300,000 for 10 years.

Financing Options

- United Financial (Hometrust Bank) – 4.9% fixed interest rate for a ten(10) year term. Annual payment of $38,662.92. Able to pay up to an extra payment per year without penalties.
- Civic Federal Credit Union – 5.85% fixed interest rate for a ten(10) year term. Annual payment of $40,572.95. No prepayment penalties.
- Champion Credit Union – 6.5% fixed interest rate for a twenty-five(25) year term. Monthly payments of $2,026 or $24,312 per year. No prepayment penalties.
- First Citizens Bank – Requested a proposal with no response.
- Telco Bank – Requested a proposal with no response.

Fire Department Financial Position

- All of our vehicles and properties are paid for. We owe $8,223.77 in a 0% interest loan to Zoll Medical.
- This loan will be paid in full in November of this year.
- We do not anticipate a need for a tax increase to pay for the building loan.

Financing Committee Recommendation

- United Financial (Hometrust Bank)
- Loan amount to be $300,000 maximum with a $38,662.92 annual payment.
- This will be an additional $30,439.15 added to our debt service budget next year.
- Recommend that we use up to $38,662.92 of our budgeted $50,000 truck replacement funds to make the first payment in March of 2025 to save on interest.

Center Pigeon Fire Department

2412 Pisgah Drive
Canton, North Carolina 28716-2324
phone (828) 648-0810 • fax (828) 648-0621

CORPORATE RESOLUTION - AUTHORIZATION

TO UNITED FINANCIAL FOR BUILDING REMODEL FINANCING

Troy Ball, the undersigned, of 2412 Pisgah Drive, Canton, NC 28716-2324, certifies that he is the President/CEO of Center Pigeon Volunteer Fire Department Incorporated, a corporation organized under the laws of North Carolina , having its principal office at 2412 Pisgah Drive, Canton, NC and that the following is a true copy of a resolution duly adopted by the board of directors of Center Pigeon Volunteer Fire Department, Incorporated at a meeting held by them on October 24 2024, where a quorum was present.

Resolved, that Center Pigeon Volunteer Fire Department Incorporated is in need of financing in the amount of $300,000 for a new roof and increasing the height of the garage doors to accommodate the height of modern fire apparatus. The Board of Directors furthermore authorizes Center Pigeon Volunteer Fire Department Incorporated to enter into a contract for financing in the amount of $300,000 from United Financial.

The undersigned further certifies that there is no provision in the articles of incorporation or the bylaws of Center Pigeon Volunteer Fire Department, Incorporated limiting the power of the board of directors to pass the resolution described above and that the resolution is in conformity with the provisions of the articles of incorporation and the bylaws and this resolution has not been rescinded or modified.

Troy Ball, President/CEO
Center Pigeon Volunteer Fire Department Incorporated

Attested James Clontz, Secretary/Treasurer
Center Pigeon Volunteer Fire Department Incorporated

10/24/2024
Date

Center Pigeon Fire Department

2412 Pisgah Drive
Canton, North Carolina 28716-2324
phone (828) 648-0810 • fax (828) 648-0621

CORPORATE RESOLUTION - AUTHORIZATION

TO COOPER ENTERPRISES FOR BUILDING REMODEL

Troy Ball, the undersigned, of 2412 Pisgah Drive, Canton, NC 28716-2324, certifies that he is the President/CEO of Center Pigeon Volunteer Fire Department Incorporated, a corporation organized under the laws of North Carolina , having its principal office at 2412 Pisgah Drive, Canton, NC and that the following is a true copy of a resolution duly adopted by the board of directors of Center Pigeon Volunteer Fire Department, Incorporated at a meeting held by them on August 8, 2024, where a quorum was present.

Resolved, that Center Pigeon Volunteer Fire Department Incorporated is in need of a new roof and increasing the height of the garage doors to accommodate the height modern fire apparatus. The Board of Directors furthermore authorizes Center Pigeon Volunteer Fire Department Incorporated to enter into a contract for construction as per the attached specifications from Cooper Enterprises Inc. for the amount of $245,126.00. Funding shall be a combination of a downpayment from savings and a loan to be determined at a later a date and payment(s) shall be made from the General Fund checking account of Center Pigeon Volunteer Fire Department Incorporated. The Board of Directors gives Johnny Pless, Fire Chief and James Clontz, Secretary/Treasurer signature authority to complete this transaction.

The undersigned further certifies that there is no provision in the articles of incorporation or the bylaws of Center Pigeon Volunteer Fire Department, Incorporated limiting the power of the board of directors to pass the resolution described above and that the resolution is in conformity with the provisions of the articles of incorporation and the bylaws and this resolution has not been rescinded or modified.

Troy Ball, President/CEO
Center Pigeon Volunteer Fire Department Incorporated

Attested James Clontz, Secretary/Treasurer
Center Pigeon Volunteer Fire Department Incorporated

8/8/24
Date

Cooper Enterprises, Inc.

Cooper Enterprises, Inc.
51 Pleasant Woods Dr.
Marion, NC. 28752

General Contractor
License No 9048

Sales and Erection of Pre-Fab
and Custom Design Metal Buildings

Proposal- Contract

August 6, 2024, 2024

Mr. Johnny Pless, Fire Chief
Center Pigeon Fire Department
2412 Pisgah Drive
Canton, NC 28716-2324

RE: Raising the roof on the existing 50' X 100' metal building to accommodate 12' high over head doors.
Mr. Pless

Cooper Enterprises, Inc. proposes to furnish all materials, labor, equipment and supervision necessary to perform the work as shown on the drawings T1, A1.0,A1.1, A2.0,A3.0,A4.0,A4.1 and S4.1 all prepared by Rod M. Hudgins JR., PE all for the lump sum amount of ***two hundred forty five thousand one hundred twenty six dollars ($245,126.00).***

The scope of work will include the following

- New Kirby Building System 360 24 gauge galvelume metal roof system over the existing over the 50' X 100' building.
- Install 4" fiber glass insulation over areas where roof has to be removed.
- Install 2" thick unfaced fiber glass insulation over the existing roof that remain.
- Install new roof curbs.
- Install new roof jacks at existing vents.
- Install new gutters and down spouts.
- Install new rake trim.
- Remove and Install new 26 gauge metal siding, trim and replace damaged insulation on the 50'X 100' building.
- Install new base girt @ 2'-8" to **accommodate brick by others on the 50' X 100" and 60' X 70' buildings**
- An allowance of **$10,000.00** has been allowed for electrical work.
- Clean up and haul off debris.
- **Owner will be responsible for pushing the over head doors.**

Contents: This proposal consists of the items specified herein no other work is implied or a part of this proposal we will do other work upon your request and mutual written agreement. This proposal is based on the assumption that what is specified herein will meet applicable state and local building codes. In the event that state or local officials, or other governing authority having jurisdiction require a change in the proposed scope of work, it understood that these changes are not included in this proposal. This proposal is based on the assumption that what is specified herein will meet state and local building codes. In the event officials having jurisdiction require extra work it is understood that those cost are not included.

Insurance: Our workers are fully covered with workers comp and general liability insurance. We also include builders risk insurance for our portion of the work.

Terms: Progress payments are to be made monthly by the 10th of the month following the month billed based on 100% of materials stored and work in place except the building package to be paid for upon delivery

Warranties: All work will be done in a workman like manner according to standard practice in the construction industry. All materials will be new and of good quality and warranted for a period of one year from date of completion except the roof and wall panels carry a 20 year finish warranty be the manufactory.

Completion: We will use our best efforts to complete the project in 120 days. We cannot be held responsible for delays due to acts o f God or inclement weather.

This proposal is good for 30 days from the date written above.

Thank you again for allowing us to work with you on this project. If this meets with your approval please indicate your approval and acceptance by sighing in the space provided below.

Accepted by _____ Title _____ Date 8/8/24

Respectfully Submitted

Wade Cooper, President

Center Pigeon Fire Department

2412 Pisgah Drive
Canton, North Carolina 28716-2324
phone (828) 648-0810 • fax (828) 648-0621

CORPORATE RESOLUTION - AUTHORIZATION

TO HAYWOOD BUILDERS SUPPLY FOR BUILDING REMODEL

Troy Ball, the undersigned, of 2412 Pisgah Drive, Canton, NC 28716-2324, certifies that he is the President/CEO of Center Pigeon Volunteer Fire Department Incorporated, a corporation organized under the laws of North Carolina , having its principal office at 2412 Pisgah Drive, Canton, NC and that the following is a true copy of a resolution duly adopted by the board of directors of Center Pigeon Volunteer Fire Department, Incorporated at a meeting held by them on August 8, 2024, where a quorum was present.

Resolved, that Center Pigeon Volunteer Fire Department Incorporated is in need of a new roof and increasing the height of the garage doors to accommodate the height modern fire apparatus. The Board of Directors furthermore authorizes Center Pigeon Volunteer Fire Department Incorporated to purchase and install 5 – 12ft X 12ft garage doors complete as per the attached quote from Haywood Builders Supply. for the amount of $34,034.50. Funding shall be a combination of a downpayment from savings and a loan to be determined at a later a date and payment(s) shall be made from the General Fund checking account of Center Pigeon Volunteer Fire Department Incorporated. The Board of Directors gives Johnny Pless, Fire Chief and James Clontz, Secretary/Treasurer signature authority to complete this transaction.

The undersigned further certifies that there is no provision in the articles of incorporation or the bylaws of Center Pigeon Volunteer Fire Department, Incorporated limiting the power of the board of directors to pass the resolution described above and that the resolution is in conformity with the provisions of the articles of incorporation and the bylaws and this resolution has not been rescinded or modified.

Troy Ball, President/CEO
Center Pigeon Volunteer Fire Department Incorporated

Attested James Clontz, Secretary/Treasurer
Center Pigeon Volunteer Fire Department Incorporated

8/8/24
Date

HAYWOOD BUILDERS SUPPLY

WAYNESVILLE
100 CHARLES STREET
WAYNESVILLE, NC 28786
Phone: 828-456-6051

Quotation

Quote No 77768
Quote Date 08/01/2024
Expiration Date 08/01/2024
Customer 000403
Contact Name
Contact Number
Job
Your Ref
Delivery By 08/01/24
Taken By Haney, Tim
Sales Rep Tim Haney

Invoice Address
Center Pigeon Fire Dept
2412 Pisgah Drive
Canton, North Carolina, 28716-2324

Delivery Address
Center Pigeon Fire Dept
2412 Pisgah Drive
Canton, North Carolina, 28716-2324

Special Instructions	Notes

Line	Product Code	Description	Qty/Footage	Price	UOM	Total
1	zz_SOGARDR_0482	WAYNE DALTON WHITE MDL 2411 12'2" X 12'1" WITH 1/8 GRAY TEMPERD GLASS FULL VIEW IN SECTION #3 AND #4	5 ea	4,617.08	ea	23,085.40
2	Service Call	INSTALL RETRO GARAGE DOOR (TAKE DOWN & HALLAWAY) (FOR 5 DOORS)				2,500.00
3	41554	WEATHERSTRIP PER FT	185 ea	1.92	ea	355.20
4		WHITE				
5						
6	zz_SOGARDR_0483	LIFT MASTER MT MEDIUM DUTY TROLLY OPENER 12' CHAIN RAIL	5 ea	1,127.24	ea	5,636.20
7	zz_SOGARDR_0484	LIFTMASTER EXT -ANT EXTERIOR ANTENNA	5 ea	37.25	ea	186.25
8	zz_SOGARDR_0485	LIFT MASTER 86LMT (25' COAX CABLE)	5 ea	54.29	ea	271.45
9	Service Call	INSTALL RETRO OPENER				1,750.00
10	zz_SOGARDR_0486	FREIGHT	1 ea	250.00	ea	250.00

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Total Amount	$34,034.50
Sales Tax 7.00%	$2,382.42
Quotation Total	$36,416.92

Buyer _____ Date _____

Subject to our terms and conditions of sale. Further copies available on request.

United Financial
A Division of HomeTrust Bank
324 Ridgefield Court
Asheville, NC. 28806

September 06, 2024

Center Pigeon Volunteer Fire Department, Inc.
2412 Pisgah Drive
Canton, NC 28716
ATT: Chief Johnny Pless

Proposal for Acquisition & Finance of: The rennovation of the existing fire station located at 2412 Pisgah Drive, Canton, NC.

Dear Chief,

Your acceptance of our proposal is based on the bank agreeing that the department can make an optional (not required) principal reduction on an annual basis up to the scheduled principal and interest payment that is applied 100% to principal (with no prepayment penalty). I will present your request with this provision included when we underwrite and request approval so that it is known by and acceptable to the bank.

Enclosed is our proposal for the above captioned transaction. As we discussed in our last conversation this transaction is structured on an annual basis with either 5, 7, 10, 12 or 15 annual payments beginning one year after funding and each 12 months thereafter. This transaction is calculated at an annual percentage rate of 4.48%, 4.67%, 4.90%, 5.02% or 5.13% respectively. The proposal assumes you will be providing $100,000 of funding from your cash reserves toward the project costs.

United Financial will take a security interest only in the station and related equipment we are financing. There are no direct bank closing costs or origination fees related to the transaction and the rate is fixed for the duration of the financial commitment. Please review the PAYMENTS section of the attached proposal regarding rate lock-in periods and rate adjustment terms.

To receive the tax-exempt rate referenced above, you may need to hold a public meeting, obtain acknowledgement of the transaction from the County, obtain a three-year funding history from the County, and provide the bank with an Attorney Opinion Letter. We have forms and directions to guide you through each process and will provide them to you when we document the transaction.

If you have any questions or need additional information, please contact me at your convenience. I would be happy to come to your next board meeting and discuss this transaction further with your board. Thank you for the opportunity to provide this proposal to you.

Very truly yours,

John M. Tench

John M. Tench
Senior Vice President
Director of Municipal Finance

Ph. #/828-684-5643
Fax #/828-684-5616

United Financial
A Division of HomeTrust Bank
324 Ridgefield Court
Asheville, NC 28806

September 06, 2024

Center Pigeon Volunteer Fire Department, Inc.
2412 Pisgah Drive
Canton, NC 28716
ATT: Chief Johnny Pless

Proposal for Acquisition & Finance of: The rennovation of the existing fire station located at 2412 Pisgah Drive, Canton, NC.

Dear Chief,

As a follow-up to your recent request for a proposal regarding the above referenced transaction, United Financial is pleased to offer a finance proposal as follows:

LESSOR:	United Financial, ***A Division of HomeTrust Bank***
LESSEE:	Center Pigeon Volunteer Fire Department, Inc.
COLLATERAL:	Equipment described above.
AMOUNT:	Up to $300,000.00
START DATE:	Immediately upon funding
TERM:	5,7,10,12 or 15 Years
PAYMENTS:	Lease payments will consist of five (5) annual payments of $68,299.41 comprised of principal and interest. Lease payments will consist of seven (7) annual payments of $51,227.62 comprised of principal and interest. Lease payments will consist of ten (10) annual payments of $38,662.92 comprised of principal and interest. Lease payments will consist of twelve (12) annual payments of $33,88.81 comprised of principal and interest. Lease payments will consist of fifteen (15) annual payments of $29,157.21 comprised of principal and interest. Terms will be held for six months from the date of the proposal (also subject to Expiration and Acceptance terms below).

Phone 828-684-5643
Fax 828-684-5616

EXPIRATION: Lease payment terms quoted herein are subject to transaction being documented by 11/06/2024.

LEGAL TITLE: Legal Title to the Equipment during the Lease Term shall vest in the Lessee with Lessor perfecting a first security interest through Equipment Title, UCC, or other filing instruments as may be required by law.

NET LEASE: The Lease will be a net lease, under which all cost and responsibility of maintenance, insurance, taxes and other items of a similar nature shall be for the account of Lessee.

INSURANCE: Lessee shall provide evidence of insurance coverage at the time of delivery of the Equipment, in accordance with the provisions of the Lease.

FINANCIALS: Lessee shall furnish Lessor with its last three, (3) fiscal years financial statements and its latest interim financial statements, plus such other pertinent information as Lessor may reasonably request.

APPROVAL: Closing of the transaction(s) described herein, and the implementation hereof is expressly conditioned upon approval of Lessor's Senior Loan Committee, the receipt, review and acceptance of properly executed documentation acceptable to Lessor, and the absence of any material adverse change in Lessee's financial condition prior to deliver and acceptance of the Equipment.

ACCEPTANCE: Lessee acknowledges that the terms and conditions of this proposal are satisfactory and that upon execution hereof by Lessee this proposal shall constitute a valid and binding obligation of Lessee. As further condition to Lessor's approval hereof, Lessee must acknowledge its acceptance of this proposal by signing below in the space provided and returning it to the Lessor by 10/06/2024.

TERMS PRESENTED IN THIS PROPOSAL SHALL SURVIVE CLOSING.

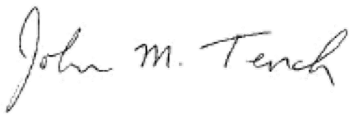
Important Information You Need to Know About Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business that opens an account.

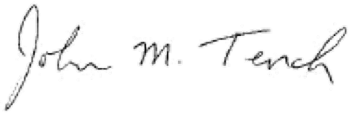
What This Means for You

When you open an account, we will ask for your name, address, date of birth, and other information that allows us to identify you. We may also ask to see your driver's license or other identifying documents.

If you determine that this finance structure meets the needs of your organization, please have the appropriate officer indicate the chosen option, place their signature at the bottom of this page, and return it to us via fax, email or US Postal Service. Upon receipt of the signed proposal, we will be in touch with you to make provision for documenting the finance. Thank you for the opportunity to submit this proposal letter for your review and approval. Should you have any questions or comments regarding the terms and conditions, or if we can be of any further assistance to you, please do not hesitate to call.



Sincerely,



John M. Tench
Senior Vice President
Director of Municipal Finance

ACCEPTED BY:

SIGNATURE: _____

NAME: _____**TITLE:** _____ **DATE:** _____

Please select: 5 Years ____ 7 Years ____ 10 Years _____ 12 Years ____ 15 Years ____

HAYWOOD COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA REQUEST

Item Title:
Request approval to reappoint Health and Human Services Director Ira Dove to the Region 1 - VAYA Regional Board

Board Action Request:

Requested Action Department:
Administration

Presenter:
Haven Muse

Background/Justification:
Haywood County Board of Commissioners appoint one individual to serve on the VAYA Regional Board, in addition to a commissioner who serves. The appointee may be a county commissioner, county manager, director of social services, public health director, or law enforcement representative.

Budgetary Impact:

Policy Impact:

Attachments: