

Macon County



**MACON COUNTY BOARD OF COMMISSIONERS
AUGUST 10, 2021
6 P.M.
AGENDA**

1. Call to order and welcome by Chairman Tate
2. Announcements
 - (A) Recognition of COVID call center volunteers and workers
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **None**
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - (A) Resolution in Support of Closing North Carolina's Health Insurance Gap – Casey Cooper, Cherokee Indian Hospital Authority
10. Old Business
 - (A) Discussion regarding electoral districts – Commissioner Higdon
11. New Business
 - (A) Change orders #003, #004 and #005 on the Macon Middle School renovation project – Planning, Permitting and Development Director Jack Morgan
 - (B) Agreement to Provide Substance Abuse and Mental Health Services with No Wrong Door – Finance Director Lori Carpenter
 - (C) Contract for involuntary commitment transports – Sheriff Robert Holland

12. Consent Agenda – Attachment #12

All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

(A) Minutes of the July 13, 2021 regular meeting

(B) Budget Amendments #20-31

(C) Tax releases

(D) Monthly ad valorem tax collection report – no action necessary

13. Appointments

14. Closed session as allowed under NCGS (if needed)

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: AUGUST 10, 2021

9A. Casey Cooper with the Cherokee Indian Hospital Authority will present a proposed resolution for the board's consideration regarding "Closing North Carolina's Health Insurance Gap." A copy of the resolution, along with a document from Care4Carolina, is included in the agenda packet.

Macon County



Macon County Board of Commissioners Resolution in Support of Closing North Carolina's Health Insurance Gap

WHEREAS, healthy citizens and access to affordable health care are key to the Macon County economy;

WHEREAS, closing the health insurance coverage gap would extend insurance to approximately 1,322 uninsured individuals in Macon County and 750,000 across the entire state;

WHEREAS, closing the health insurance coverage gap would drive new business and healthcare activity in Macon County and create 62 new jobs;

WHEREAS, this particularly benefits small business, healthcare providers, and individuals and supports a thriving economy with healthy productive workforce;

WHEREAS, federal funding will cover 90% of costs for states closing the health insurance coverage gap to citizens who need access to affordable health insurance.

THEREFORE, BE IT RESOLVED THAT:

The Macon Board of Commissioners urges the North Carolina General Assembly to close the health insurance coverage gap in North Carolina.

This resolution shall be effective on and after its passage and shall be shared with the members of Macon County's General Assembly delegation.

ADOPTED THIS 10th DAY OF AUGUST, TWO THOUSAND TWENTY ONE

Chairman, Macon County
Board of Commissioners

County Manager
Ex Officio Clerk to the Board

Closing North Carolina's Coverage Gap

Macon County

What is the coverage gap?

Today, thousands of people in Macon County cannot get health care when they need it because they can't afford health insurance. Many of these people are in the "coverage gap," meaning their incomes are too low to get a subsidy on healthcare.gov, but they don't qualify for Medicaid.

North Carolina can close its coverage gap by allowing these people to enroll in the Medicaid program. Closing the coverage gap means better health, more jobs for the community and more resources to combat the opioid epidemic ravaging our communities.

Impact in Macon County if North Carolina closes its coverage gap:

1. Closing the coverage gap would expand access to affordable care.

- Approximately 1,322 additional people in Macon County would gain access to coverage.¹

2. Closing the coverage gap would create local jobs and help the economy.

- 62 new jobs in Macon County.¹
- \$10,000,000 in Macon County business activity.¹
- \$169,600 in new county revenue.¹

3. Closing the coverage gap is necessary to fight the opioid crisis.

- Hundreds of uninsured local people with substance use disorders could receive treatment.
- In 2017, there were 5 opioid deaths and 28 emergency department visits for opioid overdose in Macon County.²
- Opioid deaths in Dayton, Ohio have fallen by 54%, thanks largely to closing coverage gap.
- "Thank God we expanded Medicaid." — **Ohio Gov. John Kasich, 2018**

4. Zero dollars in new state taxes for Macon families.

- Federal government would pay 90% of costs.
- Remaining 10% would be funded by a small assessment on hospitals and other health care providers.
- "There's no doubt it's been helpful...We've been able to do it to date without a single New Hampshire taxpayer dollar. No state taxes go into it." — **New Hampshire Gov. Chris Sununu, 2017**

¹ Ku, L., Bruen, B & Brantley, E. (2019). The Economic and Employment Costs of Not Expanding Medicaid in North Carolina: A 2019 Update. <https://www.conehealthfoundation.com/foundation/nc-medicaid-expansion/>

² NC Opioid Action Plan Data Dashboard. <https://injuryfreenc.shinyapps.io/OpioidActionPlan/>

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: August 10, 2021

10(A). At the board's July regular meeting, Commissioner Higdon initiated a discussion regarding the county's electoral districts and specifically asked that the board members continue discussing the matter at the August meeting.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: August 10, 2021

11A. Planning, Permitting and Development Director Jack Morgan is seeking the board's approval of change orders on the Macon Middle School renovation project. Copies of all three will be included in the packet, and Mr. Morgan can provide additional details or answer questions at the meeting.

11B. Finance Director Lori Carpenter is anticipating that an agreement to provide substance abuse and mental health services between the county and No Wrong Door will be available for the board's consideration at Tuesday's meeting. At this writing, the agreement was being reviewed by legal counsel for both the county and the Town of Franklin, as the town is a party to the agreement.

11C. Sheriff Robert Holland is seeking approval of contracts in regard to the transport of those who are involuntarily committed. Copies of those documents will be included in the packet, and the sheriff can speak to them in more detail at the meeting. However, he advises that the contracts are under review by legal counsel and that it is possible this item may need to be removed from the agenda, pending the status of that review.



PCO #003

New Atlantic Contracting Inc
2635 Reynolda Rd
Winston Salem, North Carolina 27106
Phone: (336) 759-7440
Fax: (336) 759-7445

Project: 2102 - Macon Middle School Renovations
1345 Wells Grove Road
Franklin, North Carolina 28734

Prime Contract Potential Change Order #003: Library Stair Treads

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Library Stair Treads

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

June 16, 2021

Mr. Chris Coleman
1815 S. Tyron St. Suite A
Charlotte, NC 28203

RE: Macon County Middle School
Macon County Schools
Franklin, NC 28734
Potential Change Order Number 3
Library Stair Treads

NAC JOB# 2102

Dear Chris,

Attached is our proposal to remove and replace the existing library stair treads.

The total cost estimate of this work per the enclosed summary sheet and attached back-up is \$16,356.00.

In addition, the time impact and delay cost associated with this change can not be fully determined at this time; therefore, after determination, we will submit our request for an adjustment in the contract time and the associated delay costs.

This proposal is based on the following qualifications:

We will proceed with this revised work upon receipt of written acceptance of this proposal. In the interim, we are proceeding in accordance with our current contract documents.

It may be necessary to revise this proposal if it is not accepted within 5 days, or if the progress of the work changes the conditions upon which this proposal is based.

Thank you for your prompt consideration of this proposal.

Very truly yours,

New Atlantic Contracting

ATTACHMENTS:

Quote Rubber Stair Treads.pdf

#	Budget Code	Description	Amount
1	09-651.S Flooring.Commitment	Library Stair Treads	\$14,915.00
Subtotal:			\$14,915.00
Material (6.75% Applies to Materials.):			\$0.00
Equipment (6.75% Applies to Equipment.):			\$0.00
Labor (39.00% Applies to Labor.):			\$0.00
OH&P Sub (7.50% Applies to Material Purchase Order and Commitment.):			\$1,118.63
OH&P LME (15.00% Applies to Equipment, Materials, and Labor.):			\$0.00
Insurance (1.00% Applies to all line item types.):			\$160.34
P&P Bond (1.00% Applies to all line item types.):			\$161.94
Rounding (0.00% Applies to all line item types.):			\$0.09
Grand Total:			\$16,356.00

Mark Sealy (SGA NarmourWright Design)
 1815 S. Tryon Street, Suite A
 Charlotte, North Carolina 28226

Macon County
 5 West Main Street
 Franklin, North Carolina 28734

New Atlantic Contracting Inc
 2635 Reynolda Rd
 Winston Salem, North Carolina 27106

Mark W Sealy
 Digitally signed by Mark W Sealy
 DN: C=US,
 E=msealy@sganwdesign.com,
 O=SGA | NarmourWright,
 CN=Mark W Sealy
 Date: 2021.07.23 15:00:09-04'00'

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

New Atlantic Contracting Inc
2635 Reynolda Rd
Winston Salem, North Carolina 27106
Phone: (336) 759-7440
Fax: (336) 759-7445

Project: 2102 - Macon Middle School Renovations
1345 Wells Grove Road
Franklin, North Carolina 28734

Prime Contract Potential Change Order #004: RFP-01 Revised steel window renovation - Alternate #2

TO:	Macon County 5 West Main Street Franklin, North Carolina 28734	FROM:	New Atlantic Contracting Inc 2635 Reynolda Rd Winston Salem, North Carolina 27106
PCO NUMBER/REVISION:	004 / 0	CONTRACT:	1 - Macon Middle School Renovations Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Grant Spencer (New Atlantic Contracting Inc)
STATUS:	Approved	CREATED DATE:	7/21/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$9,830.00

POTENTIAL CHANGE ORDER TITLE: RFP-01 Revised steel window renovation - Alternate #2

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

June 30, 2021

Mr. Chris Coleman
1815 S. Tyron St. Suite A
Charlotte, NC 28203

**RE: Macon County Middle School
Macon County Schools
Franklin, NC 28734
Potential Change Order Number 4
RFI-01 Revised Steel Window Renovation - Alternate #2**

NAC JOB# 2102

Dear Chris,

Attached is our proposal to leave the existing steel window frames in place, and point up, repair, and repaint the frames as required.

The total cost estimate of this work per the enclosed summary sheet and attached back-up is **\$9,830.00**.

In addition, the time impact and delay cost associated with this change can not be fully determined at this time; therefore, after determination, we will submit our request for an adjustment in the contract time and the associated delay costs.

This proposal is based on the following qualifications:

We will proceed with this revised work upon receipt of written acceptance of this proposal. In the interim, we are proceeding in accordance with our current contract documents.

It may be necessary to revise this proposal if it is not accepted within 5 days, or if the progress of the work changes the conditions upon which this proposal is based.

Thank you for your prompt consideration of this proposal.

Very truly yours,

New Atlantic Contracting

ATTACHMENTS:

RFP-01.pdf , Request for Change Order - Macon Middle RFP-01.doc , Macon Middle School - Franklin - RFP-01 - 6-8-21 - REVISED (2).pdf

#	Budget Code	Description	Amount
1	09-911.S Painting.Commitment	RFP-01 Revised steel window renovation - Alternate #2	\$11,310.00
2	08-410.S Windows.Commitment	RFP-01 Revised steel window renovation - Alternate #2	\$720.00
3	02-411.S Demolition.Commitment	RFP-01 Revised steel window renovation - Alternate #2	\$(2,340.00)
4	80-100.O Contingency.Other	Credit for not Removing Casework	\$(780.00)
Subtotal:			\$8,910.00
Material (6.75% Applies to Materials.):			\$0.00
Equipment (6.75% Applies to Equipment.):			\$0.00
Labor (39.00% Applies to Labor.):			\$0.00
OH&P Sub (7.50% Applies to Material Purchase Order and Commitment.):			\$726.75
OH&P LME (15.00% Applies to Equipment, Materials, and Labor.):			\$0.00
Insurance (1.00% Applies to all line item types.):			\$96.37
P&P Bond (1.00% Applies to all line item types.):			\$97.33
Rounding (≈ -0.01% Applies to all line item types.):			\$(0.45)
Grand Total:			\$9,830.00

Mark Sealy (SGA NarmourWright Design)
 1815 S. Tryon Street, Suite A
 Charlotte, North Carolina 28226

Macon County
 5 West Main Street
 Franklin, North Carolina 28734

New Atlantic Contracting Inc
 2635 Reynolda Rd
 Winston Salem, North Carolina 27106

Mark W Sealy
Digitally signed by Mark W Sealy
 DN: C=US,
 E=msealy@sganwdesign.com,
 O=SGA | NarmourWright,
 CN=Mark W Sealy
 Date: 2021.07.23 14:59:17-04'00'

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

New Atlantic Contracting Inc
 2635 Reynolda Rd
 Winston Salem, North Carolina 27106
 Phone: (336) 759-7440
 Fax: (336) 759-7445

Project: 2102 - Macon Middle School Renovations
 1345 Wells Grove Road
 Franklin, North Carolina 28734

Prime Contract Potential Change Order #005: Replace thru Bolted Doors in S2 & N | Sand and Re-stain Wood in S1/Paint Conduit Under Mezzanine | Alternate #5 - Wheel Chair Lift Credit | Add (2) Water Coolers | ASI-1 Admin Area

TO:	Macon County 5 West Main Street Franklin, North Carolina 28734	FROM:	New Atlantic Contracting Inc 2635 Reynolda Rd Winston Salem, North Carolina 27106
PCO NUMBER/REVISION:	005 / 2	CONTRACT:	1 - Macon Middle School Renovations Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Grant Spencer (New Atlantic Contracting Inc)
STATUS:	Approved	CREATED DATE:	7/21/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$2,792.00

POTENTIAL CHANGE ORDER TITLE: Replace thru Bolted Doors in S2 & N | Sand and Re-stain Wood in S1/Paint Conduit Under Mezzanine | Alternate #5 - Wheel Chair Lift Credit | Add (2) Water Coolers | ASI-1 Admin Area

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 July 20, 2021

Mr. Chris Coleman
 1815 S. Tyron St. Suite A
 Charlotte, NC 28203

RE: Macon County Middle School
 Macon County Schools
 Franklin, NC 28734
 Potential Change Order Number 005R2
 Replace thru Bolted Doors in S2 & N | Sand and Re-stain Wood in S1/Paint Conduit Under Mezzanine | Alternate #5 - Wheel Chair Lift Credit | Add (2) Water Coolers | ASI-1 Admin Area

NAC JOB# 2102

Dear Chris,

Attached is our proposal to install new wood doors at S206A, S207A, and S302A, where current doors have thru bolt hinges in S2 & N buildings. Additionally, ASI-1 Admin Area, replace (2) water coolers with bi-level water coolers and bottle fillers, and sand and re-stain the wood hand rails and benches in S1 and paint the conduit under the mezzanine.

The total cost estimate of this work per the enclosed summary sheet and attached back-up is **\$2,792.00**.

In addition, the time impact and delay cost associated with this change can not be fully determined at this time; therefore, after determination, we will submit our request for an adjustment in the contract time and the associated delay costs.

This proposal is based on the following qualifications:

We will proceed with this revised work upon receipt of written acceptance of this proposal. In the interim, we are proceeding in accordance with our current contract documents.

It may be necessary to revise this proposal if it is not accepted within 5 days, or if the progress of the work changes the conditions upon which this proposal is based.

Thank you for your prompt consideration of this proposal.

Very truly yours,

New Atlantic Contracting

ATTACHMENTS:

[Macon Middle School - Franklin - RFQ - #003 - 7-8-21 \(3\).pdf](#) , [_change order #2.pdf](#) , [_East Coast Doors.pdf](#) , [_CACO#02.pdf](#) , [_Water cooler replacement.pdf](#) , [_Binder1.pdf](#) , [_Macon County Middle School -Added Doors-.pdf](#) , [_change order #1.pdf](#) , [_ASI-1 - Macon middle school - Admin area.pdf](#)

#	Budget Code	Description	Amount
1	09-250.S Drywall	ASI-1 Admin Area	\$3,886.63
2	08-100.M Doors	ASI-1 Admin Area	\$2,786.18
3	09-911.S Painting.Commitment	Sand and Re-stain Wood in S1/Paint Conduit Under Mezzanine	\$6,802.00
4	08-700.S Hardware.Commitment	Replace thru Bolted Doors in S2 & N	\$200.00
5	08-100.M Doors	Replace thru Bolted Doors in S2 & N	\$2,043.50
6	14-420.S Wheelchair Lift.Commitment	Alternate #5 - Wheel Chair Lift Credit	\$(18,616.00)
7	22-001.S Plumbing	Add (2) Water Coolers	\$5,444.06
Subtotal:			\$2,546.37
Material (6.75% Applies to Materials.):			\$0.00
Equipment (6.75% Applies to Equipment.):			\$0.00
Labor (39.00% Applies to Labor.):			\$0.00
OH&P Sub (7.50% Applies to Material Purchase Order and Commitment.):			\$190.98
OH&P LME (15.00% Applies to Equipment, Materials, and Labor.):			\$0.00
Insurance (1.00% Applies to all line item types.):			\$27.37
P&P Bond (1.00% Applies to all line item types.):			\$27.65
Rounding (≈ -0.01% Applies to all line item types.):			\$(0.37)
Grand Total:			\$2,792.00

Mark Sealy (SGA NarmourWright Design)

1815 S. Tryon Street, Suite A
Charlotte, North Carolina 28226

Digitally signed by Mark W Sealy
DN: C=US,
E=msealy@sganwdesign.com,
O=SGA | NarmourWright,
CN=Mark W Sealy
Date: 2021.07.23
15:57:32-04'00'

Mark W Sealy

SIGNATURE

DATE

Macon County

5 West Main Street
Franklin, North Carolina 28734

SIGNATURE

DATE

New Atlantic Contracting Inc

2635 Reynolda Rd
Winston Salem, North Carolina 27106

SIGNATURE

DATE

STATE OF NORTH CAROLINA

COUNTY OF MACON

NON-EMERGENCY TRANSPORTATION
SERVICES CONTRACT

THIS TRANSPORTATION SERVICES CONTRACT, made and entered into this 1st day of July 2021, by and between ABT Secure Solutions, LLC dba Mountain Area Medical Transport (hereinafter referred to as "Provider") and Macon County a North Carolina County and a body politic, (hereinafter referred to as "Client).

WHEREAS, Client desires to enter into a contract with Provider to provide non emergency transportation services in the State of North Carolina; and

WHEREAS, Provider agrees to provide Client such non-emergency transportation services under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. Definitions.
 - a) "Contract" shall mean this Transportation Services Contract, including all exhibits hereto.
 - b) "Participant" shall mean an individual receiving non-emergency transportation services by Provider as determined and requested by Client
 - c) "LME/MCO" shall mean the local management entity-managed care organization which includes Macon County, NC.
2. Scope of Services. Provider shall provide non-emergency transportation services to Participants upon the request of Client, as set forth in Exhibit A.
3. Rates. Client shall be charged by Provider at the rates as set forth in Exhibit B, attached hereto and incorporated herein.. Provider shall not be responsible for additional costs that are incurred during transportation of a Participant that are not set forth in Exhibit B, including but not limited to medical emergencies. Provider shall invoice Client for all trips within sixty (60) days of performance. Invoices shall be paid by Client within thirty (30) days of receipt thereof.
4. Term. Unless terminated sooner as provided in this Contract, the term of this Contract shall be from the date hereof until and including June 30, 2022.
5. Termination. The Client may terminate this Contract for any reason and without cause or penalty at any time upon thirty (30) days prior written notice to the other parties. Notice shall be served under this contract by registered mail, certified mail or by other means. Notwithstanding, if at any

time Provider's license and/or certification is revoked, this Agreement shall terminate immediately. In the event the Contract is terminated, Client shall pay Provider the outstanding amount for work performed in accordance with the terms of this Contract through the effective date of termination.

Provider may terminate the contract for any reason and without cause or penalty upon written notice to Client. Notice shall be served by registered mail, certified mail, or by other means.

6. Insurance. Provider agrees to keep and maintain for the duration of this Contract, including but not limited to commercial general liability, automobile liability, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of Provider in the performance of this Contract. Insurance coverages shall be in the amounts that are acceptable to Client, the minimum of which shall not be less than the following:
 - a. Automobile liability insurance:
 - i) Vehicles with a capacity of more than 10 seats: \$1,000,000.00 combined single limit coverage per occurrence; and
 - ii) Vehicles with a capacity of up to 10 seats: \$ 1,000,000.00 combined single limit coverage per occurrence.
 - b. Commercial General Liability: not less than \$1,000,000.00

This is a material term to this contract the breach of which will entitle the Client to terminate this Contract immediately and without penalty. Provider shall furnish Client with certificates of insurance for each type of insurance described herein, with Client named as an additional insured on all coverages. In the event of cancellation, substantial changes or nonrenewal, Provider shall give Client at least thirty (30) days prior written notice, and cause insurance carriers to notify Client in advance of cancellation or termination of coverage.

7. Indemnification. Provider agrees to indemnify and hold harmless Client and its respective officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable attorney's fees), judgments, or obligations (collectively, "Claims"), arising from or in connection with Provider's negligent acts/omissions or willful misconduct, including those of its officials, officers, or employees in the performance of this Contract.

To the extent allowed by North Carolina law, Client agrees to indemnify and hold harmless Provider and its respective officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable attorney's fees) judgments, or obligations (collectively, "Claims"), arising from or in connection with Client's negligent acts/omissions or willful misconduct, including those of its officials, officers, or employees in the performance of this Contract.

8. Immunity from Liability. The provisions of N.C. Gen. Stat. §§122C-210.1 and 122C 251 shall apply.

9. Provider's Responsibilities.

- a. Provider shall be fully licensed and/or certified as may be required by state, federal or local laws and regulations in order to provide non-emergency transportation services under this Contract.
- b. Provider and its drivers shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Contract, including but not limited to all North Carolina laws pertaining to transport a respondent under involuntary commitment proceedings.
- c. Provider shall provide all drivers, attendants, vehicles and equipment necessary for the performance of this Contract. Provider will be responsible for the assignment, control, supervision and compensation of its drivers and attendants and insure that each complies with all North Carolina laws pertaining to transportation of a respondent under involuntary commitment proceedings.
- d. Provider shall select drivers based on the criteria set forth in Provider's Standard Operating Procedure, which includes but is not limited to, background checks and testing for controlled substances.
- e. Provider and its drivers shall participate in the training for persons designated to provide transportation and custody as set forth in the County's adopted involuntary commitment transportation agreement; as amended, and/or the LME/MCO's community crisis services plan, as required N.C. Gen. Stat. 122C 202.2(a) (3).
- f. Provider and its drivers shall safely transport Participants in accordance with federal and state law, Provider's Standard Operating Procedure, Client's involuntary commitment transportation agreement and the LME/MCO's community crisis services plan.
- g. Provider shall abide by the accident procedure standards set forth in Provider's Standard Operating Procedure.
- h. Provider shall ensure that all of its drivers and attendants are at all times properly licensed for the vehicle he/she is operating, qualified and fit for duty to provide services at the time services are provided.
- i. Provider shall provide vehicles which are to be used in the performance of this Contract which meet federal and state operating and maintenance standards for the vehicle.
- j. Provider shall not divulge any confidential information of Participants obtained by Client without the written consent of Client or except as required by a court of law or state or federal law. Provider shall take all necessary steps to safeguard the confidentiality of such information in

conformance with federal and state statutes and regulations.

- k. Provider agrees to comply with the Health Insurance Portability and Accountability Act ("HIPAA" and "HITECH"), when and if applicable, during the performance of this Contract.
- l. Provider agrees to maintain all fiscal records relating to this Contract in a manner so as to clearly document Provider's performance. Provider shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any controversy related to this Agreement, whichever is later.
- m. To the extent feasible, Provider shall cause its drivers to dress in plain clothes and travel in unmarked vehicles.
- n. To the extent possible, Provider shall cause its drivers to advise respondents in involuntary commitment proceedings when taking them into custody that they are not under arrest and have not committed a crime, but are being taken into custody and transported to receive treatment and for their own safety and that of others.
- o. Provider, in providing transportation of a respondent in an involuntary commitment proceeding, shall if possible provide a driver who is the same sex as the respondent.

10. Client's Responsibilities.

- a. Client shall provide Provider a copy of the involuntary commitment transportation agreement, as adopted by the County, and the LMEM/MCO community crisis services plan, in accordance with N.C. Gen. Stat. 122C-251. Client shall ensure Provider is designated as an entity to provide all or parts of the custody and transportation required under N.C. Gen. Stat. 122C-3 *et seq.*
- b. Client shall determine and verify Participant's eligibility prior to scheduling or submitting non-emergency transportation requests to Provider.
- c. Client shall schedule reservations and/or submit daily reservation requests to Provider via telephone or email which complies with HIPAA and HITECH.
- d. Client shall comply with all federal, state or local laws or ordinances, codes, rules or regulations governing the performance of this Contract.
- e. Client shall provide Provider with all information needed for transportation of Participant, including but not limited to, time and location of pick-up, location of drop-off, identification of Participant, and known medical information of Participant which may affect Participant while in transport.
- f. Client shall not request transportation services by Provider for Participants deemed violent and/or require restraint during transportation. Client shall not request transportation services by Provider that require overnight housing of Participant.

- g. Client agrees to provide Provider advance notice of at least 30 Minutes prior to a requested pick up time of a Participant.
- h. Client shall provide Provider with all necessary paperwork and/or documents necessary for the transportation of the individual.
- i. Client shall fill out an inventory form of any items transported with Participant.

11. Entire Agreement. This Contract contains the entire agreement between the parties.

12. Severability. Should any provision or provisions contained in this Contract be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.

13. Governing Law. This Contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

14. Assignability. This Contract is not assignable by either party without the prior written consent of the other party.

15. Amendments. This Contract may be amended with the consent of both parties, in writing

16. Notices. Any notices required pursuant to the terms of this Contract shall be sent by registered mail, certified mail, or hand-delivery to the principal place of business of each of the parties hereto as specified below:

Provider:

ABT Secure Solutions LLC/dba Mountain Area Medical Transport
Also dba, Mountain Area Transport and Security

167 Sloan Rd Franklin, NC 28734

Client:

Macon County Sheriff: Robert Holland 1820 Lakeside Dr Franklin NC 28734; and

Macon County Manager: Derek Roland 5 West Main St. Franklin NC 28734

17. Business Associate Agreement. CLIENT and PROVIDER shall simultaneously with the execution of this Non-Emergency Transportation Services Contract enter into a Business Associate Agreement in the form attached hereto as Exhibit C.

18. Non-Exclusive Contractual Arrangement. Nothing herein shall be construed to be an exclusive transportation contract whereby Provider is entitled to handle all non emergency transportation needs of the Client.

19. Joinder By Macon County Sheriff. The Macon County Sheriff has joined in the entry and execution of this Medical Services Contract to signify his agreement and approval of the same and all parties hereto specifically agree that the Macon County Sheriff is an additional intended beneficiary of this Medical Services Contract.

20. Independent Contractor. Provider is an independent contractor and none of its employees shall be considered employees of the Client.

21. E-Verify. Each Party hereto shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if any party hereto utilizes a subcontractor, such party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. *[remainder of page intentionally left blank - signatures on following page]*

IN WITNESS WHEREFORE, the parties hereto have made and executed this Contract as of the day and year first above written.

ABT SECURE SOLUTIONS, LLC DBA MOUNTAIN AREA TRANSPORT AND SECURITY, PROVIDER

BY: _____
Name: _____
Authorized Member/Manager

Macon COUNTY, CLIENT
Macon County Sheriff: Robert Holland

By: _____
Robert Holland, Macon County Sheriff

PRE-AUDIT CERTIFICATE

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

This the __ day of _____, 20__.

Macon County Finance Officer

Macon County Manager: Derek Roland

By: _____
Derek Roland
County Manager

ATTEST

(COUNTY SEAL)

Clerk of Superior Court Macon
County Board of Commissioners

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public for said County and State do hereby certify that _____, Member/Manager of ABT Secure Solutions, Ilc, dba Mountain Area Medical Transport, a limited liability company, personally appeared before me this day and acknowledged that he/she as Member/Manager, being authorized to do so, executed the foregoing on behalf of the Limited Liability Company.

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public
Notary Public's printed or typed name
My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, _____, Notary Public for Macon County, North Carolina, certify that Robert Holland, Sheriff for Macon County, personally appeared before me this day and acknowledged that he signed the foregoing document.

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public
Notary Public's printed or typed name
My Commission Expires: _____

NORTH CAROLINA
MACON COUNTY

I, _____ Notary Public for Macon County, North Carolina, certify that _____, personally came before me this day and acknowledged that he is the Clerk and/or Assistant of the Board of Commissioners of Macon County and that by authority duly given and as the act of Macon County, the foregoing instrument was signed in its name by the County Manager, sealed with its seal and attested by himself/herself such Assistant Clerk to the Board of Commissioners.

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public
Notary Public's printed or typed name
My Commission Expires: _____

EXHIBIT A - SCOPE OF WORK

Provider, as an independent contractor, shall safely and timely provide non-emergency transportation services, by ground, of Participants upon the request of Client within the State of North Carolina, as follows:

Provider will notify Client within 15 minutes of the request whether Provider is able to provide the requested services.

Provider agrees to notify Client at the time a Participant is picked up by Provider at requested location, dropped off at requested location and at any unscheduled stops during transportation of Participant.

Provider agrees to notify Client of any accidents and/or medical emergencies during transportation of Participant, as soon as practicable.

Provider agrees that drivers and attendants will wear/display proper identification at all times during transportation of Participant.

Provider agrees to provide services twenty-four hours per day, 365 days per year.

EXHIBIT B - RATE SHEET

Non-Emergency Medical Transportation

Hourly rate per person and mileage

- \$27.00/hour for time driver is actually working
- \$0.65/mile

Lodging, and meal expense is in addition to the stated rate for all trip(s) requiring overnight stay.

Rate is based on GSA Per Diem Schedule

STATE OF NORTH CAROLINA
COUNTY OF MACON

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is effective as of _____, 20__ (the "Effective Date") by and between Macon County and Macon County Sheriff hereinafter referred to as ("Covered Entity") and ABT Secure Solutions, LLC, a North Carolina LLC hereinafter referred to as ("Business Associate").

WHEREAS, Business Associate may maintain, transmit, create or receive data for or from Covered Entity that constitutes Protected Health Information (as defined at 45 CFR § 160.103) to perform tasks on behalf of Covered Entity; and

WHEREAS, Covered Entity is or may be subject to the requirements of 42 U.S.C. 1320d *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the implementing regulations set forth at 45 CFR Parts 160, 162 and 164 ("HIPAA Regulations"). As used herein, "PHI" refers to Protected Health Information maintained, transmitted, created or received by Business Associate for or from Covered Entity; and

WHEREAS, to the extent required by the HIPAA Regulations and applicable State Law, Business Associate is or may be directly subject to certain privacy and security obligations and penalty provisions of HIPAA, HITECH, the HIPAA Regulations and State Law.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Business Associate may use and disclose PHI only as expressly permitted or required by this Agreement or as required by law. Business Associate may use or disclose PHI as required to perform its obligations under a Medical Services Contract between Clay County and Business Associate ("Service Agreement"), a copy of which is attached to this Agreement, to perform certain services as described in the Service Agreement, provided that Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA Regulations if done by Covered Entity. Without limiting the generality of the foregoing, Business Associate shall not sell PHI or use or disclose PHI for the purposes of marketing or fundraising, as defined and proscribed in the HIPAA Regulations, HITECH and applicable State Law. Business Associate shall limit its uses and disclosures of, and requests for, PHI (I) when practical, to the information making up limited data (as set forth at 45 CFR S 164.514); and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request. To the extent Covered Entity notifies Business Associate of a restriction request granted by Covered Entity that would limit

Business Associate's use or disclosure of PHI, Business Associate will comply with the restriction. To the extent Business Associate is to carry out an obligation of Covered Entity under the HIPAA Regulations, Business Associate shall comply with the requirements of HIPAA Regulations that apply to Covered Entity in the performance of such obligation.

2. Business Associate agrees to use and maintain reasonable and appropriate administrative, technical and physical safeguards to protect PHI from uses or disclosures not permitted by this Agreement, including, but not limited to, maintaining policies and procedures to detect, prevent or mitigate identity theft based on PHI or information derived from PHI. In addition, Business Associate agrees to comply with the applicable requirements of 45 CFR Part 164, subpart C of HIPAA Regulations with respect to electronic PHI and any guidance issued by the Secretary of the Department of Health and Human Services ("HHS"). Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity and availability of all electronic PHI, including, but not limited to, authentication controls, authorization controls, audit controls and encryption.
3. To the extent Business Associate becomes aware of or discovers any use or disclosure of PHI in violation of this Agreement, any Security Incident (as defined at 45 CFR § 164.304) any Red Flag (as defined at 16 CFR § 681.2(b)) related to any individual who is the subject of PHI, and any Breach of Unsecured Protected Health Information (both as defined at 45 CFR § 164.402), Business Associate shall promptly report such use, disclosure, incident, Red Flag or breach to Covered Entity. All reports of Breaches shall be made within ten (10) business days of Business Associate discovering the Breach and shall include the information specified at 45 CFR § 164.410. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it of the use or disclosure of PHI by Business Associate not permitted by this Agreement. Business Associate shall promptly reimburse Covered Entity all reasonable costs incurred by Covered Entity with respect to providing notification of and mitigating a Breach involving Business Associate, including but not limited to printing, postage costs and toll-free hotline costs.
4. In accordance with 45 CFR S 164.308(b)(2) and 164.502(e)(1)(I), Business Associate shall ensure that each subcontractor or agent that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Agreement.
5. In accordance with 45 CFR S 164.524 and within fifteen (15) days or a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set (as defined at 45 CFR §164.501), Business Associate shall make available to Covered Entity such PHI in the form requested by Covered Entity. If the requested PHI is maintained electronically, Business Associate shall provide a copy of the PHI in the electronic form and format requested by the individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the individual. In the event that any individual requests access to PHI

directly from Business Associate, Business Associate shall within ten (10) days forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6. In accordance with 45 CFR § 164.526 and within fifteen (15) days of receipt of a request from Covered Entity for the amendment of an individual's PHI contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR § 164.526. In the event a request for an amendment is delivered directly to Business Associate, Business Associate shall within ten (10) days of receiving such request forward the request to Covered Entity.
7. Except for disclosures of PHI by Business Associate that are excluded from the accounting obligation as set forth in 45 CFR § 164.528 or regulations issued pursuant to HITECH, Business Associate shall record for each disclosure the information required to be recorded by covered entities pursuant to 45 CFR § 164.528. Within twenty (20) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity, or if requested by Covered Entity, to the individual, the information required to be maintained pursuant to this Paragraph #7. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within ten(10) days forward such request to Covered Entity.
8. At Covered Entity's or HHS' request, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to HHS for purposes of determining compliance with HIPAA Regulations.
9. Business Associate is not authorized to use or disclose PHI in a manner that would violate HIPAA Regulations if done by a Covered Entity, provided that Business Associate may:
 - a. use the PHI for its proper management and administration and to carry out its legal responsibilities;
 - b. disclose PHI for its proper management and administration and to carry out its legal responsibilities, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from recipient that PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - c. use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.5020(1);
 - d. aggregate the PHI in its possession with the Protected Health Information of other covered entities that Business Associate has in its possession through its capacity as a business associate to other covered entities, provided that the purpose of such aggregation

is to provide Covered Entity with data analysis relating to the health care operations of Covered Entity; and

- e. use PHI to create de-identified information, provided that the identification conforms to the requirements of 45 CFR § 164.514(b).
10. If Business Associate conducts standard transmissions (as defined in 45 CFR Part 160) for or on behalf of Covered Entity, Business Associate will comply and will require by written contract each agent or contractor (including any subcontractor) involved with the conduct of such standard transactions to comply with the applicable requirement of the HIPAA Regulations (as set forth at 45 CFR Parts 160 and 162). Business Associate will not enter into, or permit its agents or contractors (including subcontractors) to enter into, any trading partner agreement in connection with the conduct of standard transaction for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a standard transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) use any code or data element that is marked "not used" in the standard transactions's implementation specification or is not in the standard transaction's implementation specification; or (iv) changes the meaning or intent of the standard transaction's implementation specification. Business Associate agrees to participate in any test modification conducted by Covered Entity in accordance with HIPAA Regulations.
 11. This Agreement shall be effective as of the Effective day and shall remain in effect until the Service Agreement is terminated or expires. Either party may terminate this Agreement and the Service Agreement effective immediately if it determines that the other party has breached a material provision of this Agreement and failed to cure such breach within thirty (30) days of being notified by the other party of the breach. If the non-breaching party determines that cure is not possible, such party may terminate this Agreement and the Service Agreement effective immediately upon written notice to the other party. If termination is not feasible, the non-breaching party shall report the breach to HHS. The parties understand and agree that termination of this Agreement shall constitute a default by Business Associate under the Service Agreement.
 12. Upon termination of this Agreement, Business Associate shall either return or destroy, at no cost to Covered Entity all PHI that Business Associate still maintains in any form. Business Associate shall not retain copies of such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement shall survive termination of this Agreement, and Business Associate shall only use or disclose such PHI solely for such purpose or purposes which prevented the return or destruction of such PHI.
 13. Nothing in this Agreement shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. To the extent Business Associate is acting as a business associate under HIPAA Regulations, Business Associate shall be subject to the penalty provisions specified in HITECH. Upon the effective date of any final regulation or amendment to final regulations promulgated by HHS with respect to PHI, this Agreement will be deemed automatically amended such that the obligations imposed on the parties remain in compliance with such regulations. The terms and conditions of this Agreement shall override and control any conflicting term or condition of any agreement between the Macon

County and Business Associate with respect to Services including the Service Agreement, and all non-conflicting terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

COVERED ENTITY

MACON COUNTY

By: _____
Macon County Manager, Derek Roland

COVERED ENTITY

MACON COUNTY SHERIFF

By: _____
Robert Holland, Macon County Sheriff

BUSINESS ASSOCIATE

**ABT Secure Solutions, LLC, a North
Carolina LLC**

By: _____
Travis Hedden, Director of Operations

STATE OF NORTH CAROLINA
COUNTY OF MACON



NON-EMERGENCY TRANSPORTATION
SERVICES CONTRACT

THIS TRANSPORTATION SERVICES CONTRACT, made and entered into this 1st day of September 2021, by and between Western Carolina Public Safety, LLC dba Sheriffs Transport Service (hereinafter referred to as "Provider") and Macon County a North Carolina County and a body politic, (hereinafter referred to as "Client").

WHEREAS, Client desires to enter into a contract with Provider to provide non-emergency transportation services in the State of North Carolina; and

WHEREAS, Provider agrees to provide Client such non-emergency transportation services under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. Definitions.
 - a) "Contract" shall mean this Transportation Services Contract, including all exhibits hereto.
 - b) "Participant" shall mean an individual receiving non-emergency transportation services by Provider as determined and requested by Client.
 - c) "LME/MCO" shall mean the local management entity-managed care organization which includes Macon County, NC.
2. Scope of Services. Provider shall provide non-emergency transportation services to Participants upon the request of Client, as set forth in Exhibit A.
3. Rates. Client shall be charged by Provider at the rates as set forth in Exhibit B, attached hereto and incorporated herein. Provider shall not be responsible for additional costs that are incurred during transportation of a Participant that are not set forth in Exhibit B, including but not limited to medical emergencies. Provider shall invoice Client for all trips within sixty (3) days of performance. Invoices shall be paid by Client within thirty (30) days of receipt thereof.
4. Term. Unless terminated sooner as provided in this Contract, the term of this Contract shall be from the date hereof until and including June 30, 2022.
5. Termination. The Client may terminate this Contract for any reason and without cause or penalty at any time upon thirty (30) days prior written notice to the other parties. Notice shall be served under this contract by registered mail, certified mail or by other means. Notwithstanding, if at any time Provider's license and/or

certification is revoked, this Agreement shall terminate immediately. In the event the Contract is terminated, Client shall pay Provider the outstanding amount for work performed in accordance with the terms of this Contract through the effective date of termination.

Provider may terminate the contract for any reason and without cause or penalty upon written notice to Client. Notice shall be served by registered mail, certified mail, or by other means.

6. Insurance. Provider agrees to keep and maintain for the duration of this Contract, including but not limited to commercial general liability, automobile liability, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of Provider in the performance of this Contract. Insurance coverages shall be in the amounts that are acceptable to Client, the minimum of which shall not be less than the following:
 - a. Automobile liability insurance:
 - i) Vehicles with a capacity of up to 10 seats: \$ 500,000.00 combined single limit coverage per occurrence.
 - b. Commercial General Liability: not less than \$1,000,000.00

This is a material term to this contract the breach of which will entitle the Client to terminate this Contract immediately and without penalty. Provider shall furnish Client with certificates of insurance for each type of insurance described herein, with Client named as an additional insured on all coverages. In the event of cancellation, substantial changes or nonrenewal, Provider shall give Client at least thirty (30) days prior written notice, and cause insurance carrier to notify Client in advance of cancellation or termination of coverage.

7. Indemnification. Provider agrees to indemnify and hold harmless Client and its respective officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable attorney's fees), judgments, or obligations (collectively, "Claims"), arising from or in connection with Provider's negligent acts/omissions or willful misconduct, including those of its officials, officers, or employees in the performance of this Contract.

To the extent allowed by North Carolina law, Client agrees to indemnify and hold harmless Provider and its respective officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable attorney's fees) judgments, or obligations (collectively, "Claims"), arising from or in connection with Client's negligent acts/omissions or willful misconduct, including those of its officials, officers, or employees in the performance of this Contract.

8. Immunity from Liability. The provisions of N.C. Gen. Stat. §§122C-210.1 and 122C-251 shall apply.
9. Provider's Responsibilities.
 - a. Provider shall be fully licensed and/or certified as may be required by state, federal or local laws and regulations in order to provide non-emergency transportation services under this Contract.
 - b. Provider and its drivers shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Contract, including but not limited to all North Carolina laws pertaining to transportation of a respondent under involuntary commitment proceedings.
 - c. Provider shall provide all drivers, attendants, vehicles and equipment necessary for the performance of this Contract. Provider will be responsible for the assignment, control, supervision and compensation of its drivers and attendants and insure that each complies with all North Carolina laws pertaining to transportation of a respondent under involuntary commitment proceedings.
 - d. Provider shall select drivers based on the criteria set forth in Provider's Standard Operating Procedure, which includes but is not limited to, background checks and testing for controlled substances.
 - e. Provider and its drivers shall participate in the training for persons designated to provide transportation and custody as set forth in the County's adopted involuntary commitment transportation agreement; as amended, and/or the LME/MCO's community crisis services plan, as required N.C. Gen. Stat. 122C-202.2(a)(3).
 - f. Provider and its drivers shall safely transport Participants in accordance with federal and state law, Provider's Standard Operating Procedure, Client's involuntary commitment transportation agreement and the LME/MCO's community crisis services plan.
 - g. Provider shall abide by the accident procedure standards set forth in Provider's Standard Operating Procedure.
 - h. Provider shall ensure that all of its drivers and attendants are at all times properly licensed for the vehicle he/she is operating, qualified and fit for duty to provide services at the time services are provided.
 - i. Provider shall provide vehicles which are to be used in the performance of this Contract which meet federal and state operating and maintenance standards for the vehicle.
 - j. Provider shall not divulge any confidential information of Participants obtained by Client without the written consent of Client or except as required by a court of law or state or federal law. Provider shall take all necessary steps to safeguard the confidentiality of such information in conformance with federal and state statutes and regulations.

- k. Provider agrees to comply with the Health Insurance Portability and Accountability Act (“HIPAA” and “HITECH”), when and if applicable, during the performance of this Contract.
- l. Provider agrees to maintain all fiscal records relating to this Contract in a manner so as to clearly document Provider’s performance. Provider shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any controversy related to this Agreement, whichever is later.
- m. To the extent feasible, Provider shall cause its drivers to dress in plain clothes and travel in unmarked vehicles.
- n. To the extent possible, Provider shall cause its drivers to advise respondents in involuntary commitment proceedings when taking them into custody that they are not under arrest and have not committed a crime, but are being taken into custody and transported to receive treatment and for their own safety and that of others.
- o. Provider, in providing transportation of a respondent in an involuntary commitment proceeding, shall provide a driver who is the same sex as the respondent.

10. Client’s Responsibilities.

- a. Client shall provide Provider a copy of the involuntary commitment transportation agreement, as adopted by the County, and the LME/MCO community crisis services plan, in accordance with N.C. Gen. Stat. 122C-251. Client shall ensure Provider is designated as an entity to provide all or parts of the custody and transportation required under N.C. Gen. Stat. 122C-3 *et seq.*
- b. Client shall determine and verify Participant’s eligibility prior to scheduling or submitting non-emergency transportation requests to Provider.
- c. Client shall schedule reservations and/or submit daily reservation requests to Provider via telephone or email which complies with HIPPA and HITECH.
- d. Client shall comply with all federal, state or local laws or ordinances, codes, rules or regulations governing the performance of this Contract.
- e. Client shall provide Provider with all information needed for transportation of Participant, including but not limited to, time and location of pick-up, location of drop-off, identification of Participant, and known medical information of Participant which may affect Participant while in transport.
- f. Client shall not request transportation services by Provider for Participants deemed violent and/or require restraint during transportation. Client shall not request transportation services by Provider that require overnight housing of Participant.
- g. Client agrees to provide Provider advance notice of at least 30 Minutes prior to a requested pick up time of a Participant.

- h. Client shall provide Provider with all necessary paperwork and/or documents necessary for the transportation of the individual.
- i. Client shall fill out an inventory form of any items transported with Participant.

- 11. Entire Agreement. This Contract contains the entire agreement between the parties.
- 12. Severability. Should any provision or provisions contained in this Contract be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
- 13. Governing Law. This Contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- 14. Assignability. This Contract is not assignable by either party without the prior written consent of the other party.
- 15. Amendments. This Contract may be amended with the consent of both parties, in writing.
- 16. Notices. Any notices required pursuant to the terms of this Contract shall be sent by registered mail, certified mail, or hand-delivery to the principal place of business of each of the parties hereto as specified below:

Provider: Western Carolina Public Safety LLC/dba
 Sheriff Transport Service 64 Sloan Industrial
 Park Suite 93 Franklin, NC 28734

Client: Macon County Sheriff: Robert Holland 1820
 Lakeside Drive
 Franklin, NC 28734; and

 Macon County Manager: Derek Roland
 5 West Main Street
 Franklin, NC 28734

- 17. Business Associate Agreement. CLIENT and PROVIDER shall simultaneously with the execution of this Non-Emergency Transportation Services Contract enter into a Business Associate Agreement in the form attached hereto as Exhibit C.
- 18. Non-Exclusive Contractual Arrangement. Nothing herein shall be construed to be an exclusive transportation contract whereby Provider is entitled to handle all non-emergency transportation needs of the Client.

19. Express Condition to Contract. This Non-Emergency Transportation Services Contract is made EXPRESSLY CONDITIONED UPON Client being able to first secure amendments which are satisfactory to Client to the Memorandum of Transportation Agreement, a copy of which is attached hereto as Exhibit D.
20. Joinder By Macon County Sheriff. The Macon County Sheriff has joined in the entry and execution of this Medical Services Contract to signify his agreement and approval of the same and all parties hereto specifically agree that the Macon County Sheriff is an additional intended beneficiary of this Medical Services Contract.
21. Independent Contractor. Provider is an independent contractor and none of its employees shall be considered employees of the Client.
22. E-Verify. Each Party hereto shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if any party hereto utilizes a subcontractor, such party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

[remainder of page intentionally left blank – signatures on following page]

IN WITNESS WHEREFORE, the parties hereto have made and executed this Contract as of the day and year first above written.

Western Carolina Public Safety, LLC
d/b/a Sheriff's Transport Service, PROVIDER

By: _____
Name: _____
Authorized Member/Manager

MACON COUNTY, CLIENT
Macon County Sheriff: Robert Holland

By: _____
Robert Holland, Macon County Sheriff

Macon County Manager: Derek Roland

By: _____
Derek Roland
County Manager

ATTEST:

Mike Decker, Assistant Clerk
Macon County Board of Commissioners

<p>PRE-AUDIT CERTIFICATE</p> <p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>This the ____ day of _____, 20____.</p> <p>_____ Macon County Finance Officer</p>
--

(COUNTY SEAL)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State do hereby certify that _____, Member/Manager Western Carolina Public Safety, llc, dba Sheriff's Transport Service, a limited liability company, personally appeared before me this day and acknowledged that he/she as Member/Manager, being authorized to do so, executed the foregoing on behalf of the Limited Liability Company.

Witness my hand and official seal this ____ day of _____, 20 ____.

_____, Notary Public
Notary Public's printed or typed name
My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, _____, Notary Public for Macon County, North Carolina, certify that Robert Holland, Sheriff for Macon County, personally appeared before me this day and acknowledged that he signed the foregoing document.

Witness my hand and official seal this ____ day of _____, 20 ____.

_____, Notary Public
Notary Public's printed or typed name
My Commission Expires: _____

NORTH CAROLINA
MACON COUNTY

I, _____, Notary Public for Macon County, North Carolina, certify that Mike Decker, personally came before me this day and acknowledged that he is the Assistant Clerk of the Board of Commissioners of Macon County and that by authority duly given and as the act of Macon County, the foregoing instrument was signed in its name by the County Manager, sealed with its seal and attested by himself such Assistant Clerk to the Board of Commissioners.

Witness my hand and official seal this ____ day of _____, 20 ____.

_____, Notary Public
Notary Public's printed or typed name
My Commission Expires: _____

EXHIBIT A – SCOPE OF WORK

Provider, as an independent contractor, shall safely and timely provide non-emergency transportation services, by ground, of Participants upon the request of Client within the State of North Carolina or wherever required, as follows:

Provider will notify Client within 15 minutes of the request whether Provider is able to provide the requested services. Provider agrees that normal service hours are Monday through Friday 7am to 10pm. All calls for service after 10pm are subject to next day service is not an urgent requirement. All calls for service on weekends and holiday are subject to driver availability, and a waiting period may qualify if no transporters are available to respond under normal response protocols. Dispatch will notify client of any delays or rescheduling needed.

Provider agrees to notify Client at the time a Participant is picked up by Provider at requested location, dropped off at requested location and at any unscheduled stops during transportation of Participant.

Provider agrees to notify Client of any accidents and/or medical emergencies during transportation of Participant, as soon as practicable.

Provider agrees that drivers and attendants will wear/display proper identification at all times during transportation of Participant.

EXHIBIT B – RATE SHEET

Non-Emergency Medical Transportation

Hourly rate per person	\$27.00/hour for time driver is actually working
Mileage rate	\$ 0.65/mile

Prisoner Transportation

\$29.00/hour
\$0.65/mile

Holiday Rate 1.5 Times hourly rate

STATE OF NORTH CAROLINA
COUNTY OF MACON

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the “ Agreement”) is effective as July 1st, 2021 (the “ Effective Date”) by and between Macon County and Macon County Sheriff hereinafter referred to as (“ Covered Entity”) and Western Carolina Public Safety , LLC , a North Carolina LLC hereinafter referred to as (“ Business Associate”).

WHEREAS, Business Associate may maintain, transmit, create or receive data for or from Covered Entity that constitutes Protected Health Information (as defined at 45 CFR § 160.103) to perform tasks on behalf of Covered Entity; and

WHEREAS, Covered Entity is or may be subject to the requirements of 42 U.S.C. 1320d *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 (“ HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“ HITECH”) and the implementing regulations set forth at 45 CFR Parts 160, 162 and 164 (“ HIPAA Regulations”). As used herein, “ PHI” refers to Protected Health Information maintained, transmitted, created or received by Business Associate for or from Covered Entity; and

WHEREAS, to the extent required by the HIPAA Regulations and applicable State Law, Business Associate is or may be directly subject to certain privacy and security obligations and penalty provisions of HIPAA, HITECH, the HIPAA Regulations and State Law.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Business Associate may use and disclose PHI only as expressly permitted or required by this Agreement or as required by law. Business Associate may use or disclose PHI as required to perform its obligations under a Medical Services Contract between Macon County and Business Associate (“ Service Agreement”), a copy of which is attached to this Agreement, to perform certain services as described in the Service Agreement, provided that Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA Regulations if done by Covered Entity. Without limiting the generality of the foregoing, Business Associate shall not sell PHI or use or disclose PHI for the purposes of marketing or fundraising, as defined and proscribed in the HIPAA Regulations, HITECH and applicable State Law. Business Associate shall limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up limited data (as set forth at 45 CFR § 164.514); and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request. To the extent Covered Entity notifies Business Associate of a restriction request granted by Covered Entity that would limit Business Associate’s use or disclosure of PHI, Business Associate will comply with the restriction. To the extent Business Associate is to carry out an obligation of

Covered Entity under the HIPAA Regulations, Business Associate shall comply with the requirements of HIPAA Regulations that apply to Covered Entity in the performance of such obligation.

2. Business Associate agrees to use and maintain reasonable and appropriate administrative, technical and physical safeguards to protect PHI from uses or disclosures not permitted by this Agreement, including, but not limited to, maintaining policies and procedures to detect, prevent or mitigate identity theft based on PHI or information derived from PHI. In addition, Business Associate agrees to comply with the applicable requirements of 45 CFR Part 164, subpart C of HIPAA Regulations with respect to electronic PHI and any guidance issued by the Secretary of the Department of Health and Human Services ("HHS"). Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity and availability of all electronic PHI, including, but not limited to, authentication controls, authorization controls, audit controls and encryption.
3. To the extent Business Associate becomes aware of or discovers any use or disclosure of PHI in violation of this Agreement, any Security Incident (as defined at 45 CFR § 164.304) any Red Flag (as defined at 16 CFR § 681.2(b)) related to any individual who is the subject of PHI, and any Breach of Unsecured Protected Health Information (both as defined at 45 CFR § 164.402), Business Associate shall promptly report such use, disclosure, incident, Red Flag or breach to Covered Entity. All reports of Breaches shall be made within ten (10) business days of Business Associate discovering the Breach and shall include the information specified at 45 CFR § 164.410. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it of the use or disclosure of PHI by Business Associate not permitted by this Agreement. Business Associate shall promptly reimburse Covered Entity all reasonable costs incurred by Covered Entity with respect to providing notification of and mitigating a Breach involving Business Associate, including but not limited to printing, postage costs and toll-free hotline costs.
4. In accordance with 45 CFR § 164.308(b)(2) and 164.502(e)(1)(I), Business Associate shall ensure that each subcontractor or agent that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Agreement.
5. In accordance with 45 CFR § 164.524 and within fifteen (15) days or a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set (as defined at 45 CFR §164.501), Business Associate shall make available to Covered Entity such PHI in the form requested by Covered Entity. If the requested PHI is maintained electronically, Business Associate shall provide a copy of the PHI in the electronic form and format requested by the individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the individual. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall within ten (10) days forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6. In accordance with 45 CFR § 164.526 and within fifteen (15) days of receipt of a request from Covered Entity for the amendment of an individual's PHI contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR § 164.526. In the event a request for an amendment is delivered directly to Business Associate, Business Associate shall within ten (10) days of receiving such request forward the request to Covered Entity.
7. Except for disclosures of PHI by Business Associate that are excluded from the accounting obligation as set forth in 45 CFR § 164.528 or regulations issued pursuant to HITECH, Business Associate shall record for each disclosure the information required to be recorded by covered entities pursuant to 45 CFR § 164.528. Within twenty (20) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity, or if requested by Covered Entity, to the individual, the information required to be maintained pursuant to this Paragraph #7. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within ten (10) days forward such request to Covered Entity.
8. At Covered Entity's or HHS' request, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to HHS for purposes of determining compliance with HIPAA Regulations.
9. Business Associate is not authorized to use or disclose PHI in a manner that would violate HIPAA Regulations if done by a Covered Entity, provided that Business Associate may:
 - a. use the PHI for its proper management and administration and to carry out its legal responsibilities;
 - b. disclose PHI for its proper management and administration and to carry out its legal responsibilities, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from recipient that PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - c. use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1);
 - d. aggregate the PHI in its possession with the Protected Health Information of other covered entities that Business Associate has in its possession through its capacity as a business associate to other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analysis relating to the health care operations of Covered Entity; and

- e. use PHI to create de-identified information, provided that the identification conforms to the requirements of 45 CFR § 164.514(b).
10. If Business Associate conducts standard transmissions (as defined in 45 CFR Part 160) for or on behalf of Covered Entity, Business Associate will comply and will require by written contract each agent or contractor (including any subcontractor) involved with the conduct of such standard transactions to comply with the applicable requirement of the HIPAA Regulations (as set forth at 45 CFR Parts 160 and 162). Business Associate will not enter into, or permit its agents or contractors (including subcontractors) to enter into, any trading partner agreement in connection with the conduct of standard transaction for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a standard transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) use any code or data element that is marked “not used” in the standard transactions’s implementation specification or is not in the standard transaction’s implementation specification; or (iv) changes the meaning or intent of the standard transaction’s implementation specification. Business Associate agrees to participate in any test modification conducted by Covered Entity in accordance with HIPAA Regulations.
 11. This Agreement shall be effective as of the Effective day and shall remain in effect until the Service Agreement is terminated or expires. Either party may terminate this Agreement and the Service Agreement effective immediately if it determines that the other party has breached a material provision of this Agreement and failed to cure such breach within thirty (30) days of being notified by the other party of the breach. If the non-breaching party determines that cure is not possible, such party may terminate this Agreement and the Service Agreement effective immediately upon written notice to the other party. If termination is not feasible, the non-breaching party shall report the breach to HHS. The parties understand and agree that termination of this Agreement shall constitute a default by Business Associate under the Service Agreement.
 12. Upon termination of this Agreement, Business Associate shall either return or destroy, at no cost to Covered Entity all PHI that Business Associate still maintains in any form. Business Associate shall not retain copies of such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement shall survive termination of this Agreement, and Business Associate shall only use or disclose such PHI solely for such purpose or purposes which prevented the return or destruction of such PHI.
 13. Nothing in this Agreement shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. To the extent Business Associate is acting as a business associate under HIPAA Regulations, Business Associate shall be subject to the penalty provisions specified in HITECH. Upon the effective date of any final regulation or amendment to final regulations promulgated by HHS with respect to PHI, this Agreement will be deemed automatically amended such that the obligations imposed on the parties remain in compliance with such regulations. The terms and conditions of this Agreement shall override and control any conflicting term or condition of any agreement

between the Macon County and Business Associate with respect to Services including the Service Agreement, and all non-conflicting terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

COVERED ENTITY

MACON COUNTY

By: _____
Macon County Manager, Derek Roland

COVERED ENTITY

MACON COUNTY SHERIFF

By: _____
Robert Holland, Macon County Sheriff

BUSINESS ASSOCIATE

**Western Carolina Public Safety, LLC, a North
Carolina LLC**

James Anello, Owner

Exhibit D

STATE OF NORTH CAROLINA

MACON COUNTY

MEMORANDUM OF TRANSPORTATION AGREEMENT

THIS MEMORANDUM OF TRANSPORTATION AGREEMENT ("Transportation Agreement") is made and entered as of the 3rd day of August, 2019 ("Effective Date"), among the law enforcement agencies listed below and the Macon County Sheriff's Office ("Sheriff's Office") (collectively, "the Parties", individually "Party").

WHEREAS, N.C.G.S. §122C-251, Custody and Transportation for Involuntary Commitments, was amended and is effective October 1, 2019; and

WHEREAS, N.C.G.S. §122C-251(g) requires the governing body of a city or county adopt a plan known as an "involuntary commitment transportation agreement" or "transportation agreement" for the custody and transportation of respondents in involuntary commitment proceedings; and

WHEREAS, once adopted, the Transportation Agreement must be submitted to: the Magistrates in Macon County; the Macon County Clerk of Court; the Division of Mental Health Development Disabilities, and Substance Abuses Services; and the Local Management Entity-Managed Care Organization ("LME/MCO") that serves Macon County.

NOW THEREFORE, for and in consideration of mutual promises to each other as hereinafter set forth, the Parties mutually agree as follows;

1. After a Macon County Magistrate issues an involuntary commitment order ("IVC Order") and the Magistrate contacts the local law enforcement agency in the jurisdiction where the respondent resides or is physically located, an officer or deputy with the jurisdiction shall retrieve the IVC Order from the Magistrate.
 - a. If the respondent is a resident of the municipality or is physically taken into custody in the municipal limits, the municipality is responsible for transportation of the respondent in accordance with North Carolina General Statutes Chapter 122C.
 - b. If the respondent is a resident of the county outside any municipal limit or is physically taken into custody outside municipal limits, the county is responsible for transportation of the respondent in accordance with North Carolina General Statutes Chapter 122C.
2. The officer or deputy shall attempt to locate the respondent at the address provided on the IVC Order or where the magistrate believes the subject is physically located.

3. Upon location, the officer or deputy shall take respondent into custody and transport respondent to Angel Medical Center in Franklin, NC, or other approved facility. After the facility has completed its examination of respondent, and if further care is required, the facility will locate a facility for respondent's future care.
4. The Sheriff's Office shall respond to the facility for respondent's transport to any facility in North Carolina, identified by the initial facility (who conducted the initial evaluation), for respondent's future care.
5. Upon completion of the initial evaluation, if the facility determines respondent is not in need of further treatment, an officer or deputy with the agency that took respondent into custody shall return respondent to the address in the IVC Order or allow for other transportation arrangements of respondent be made.
6. Each party to this Transportation Agreement agrees it is responsible for its own acts and/or omissions and those of its officials, employees, representative and agents in carrying out the terms of this Transportation Agreement and the results thereof to the extent authorization by law and shall not be responsible for the acts and/or omissions of any other Party and the results thereof.
7. It is understood and agreed that each Party's liability may be limited by the provisions or other immunity law applicable to each law enforcement agency. Parties understand and agree that each Party has not waived its rights, immunities and protections provided by law. Nothing contained in this Transportation Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, their respective officials and employees, has or may have.
8. This Transportation Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind among the Parties. Moreover, the rights and the obligations of the Parties under this Transportation Agreement will be only those expressly set forth in this Transportation Agreement.
9. This Agreement may be amended by written agreement of the Parties.
10. Each term, condition, or covenant herein is subject to and shall be construed in accordance with the North Carolina law and any applicable federal law.
11. This Agreement may be executed in two (2) or more counterparts each of which will be deemed to be an original.

IN WITNESS WHEREOF, the law enforcement agencies and the Sheriff's Office, acting under authority of their respective governing bodies as evidenced by the authorized signatures of such governing bodies set forth below, have caused this Memorandum of Transportation Agreement to be duly executed as set forth below.

COUNTY OF MACON

By: [Signature]
James Tate, Chair of the Macon County Board of Commissioners

(SEAL)

ATTEST: [Signature]
Derek Roland, Macon County Clerk

Date: 9.20.19

COUNTY OF MACON

By: [Signature]
Robert Holland, Sheriff of Macon County

ATTEST: [Signature] (SEAL)
Derek Roland, Macon County Clerk

Date: 9.20.19

TOWN OF FRANKLIN

By: [Signature]
Bob Scott, Mayor of Franklin

(SEAL)

ATTEST: [Signature]
Travis Tallent, Franklin, Town Clerk

Date: 9.4.19

TOWN OF FRANKLIN

By: [Signature]
David Adams, Chief of Franklin Police

(SEAL)

ATTEST: [Signature]
Travis Tallent, Franklin Town Clerk

Date: 9.4.19

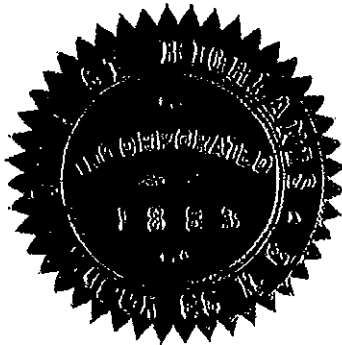
TOWN OF HIGHLANDS

By: *Patrick Taylor*
Patrick Taylor, Mayor of Highlands

(SEAL)

ATTEST: *Gibby Shaheen*
Gibby Shaheen, Highlands, Town Clerk

Date: *August 22, 2019*



TOWN OF HIGHLANDS

By: *Bill Harrell*
Bill Harrell, Chief of Highlands Police

(SEAL)

ATTEST: *Gibby Shaheen*
Gibby Shaheen, Highlands Town Clerk

Date: *August 22, 2019*



TRANSPORTATION SERVICE AGREEMENT

This Service Agreement ("Agreement") is made this 15th day of the month of May, 2019 ("Effective Date"), by and between provider ABT Secure Solutions, LLC dba Mountain Area Transport and Security ("MATS"), a corporation duly licensed and operating in accordance with the laws of the State of North Carolina, and Macon County Sheriff's Department, Macon County North Carolina ("client") organized and approved to conduct business within the State.

WHEREAS, provides transportation brokerage services to eligible Participants ("Participants") for non-emergency transportation services in the State of North Carolina under Contract (the "Client Contract") to certain public agencies and/or private organizations ("Client"); and

WHEREAS, MATS wishes to enter into Agreements with qualified clients seeking the provision of high-quality transportation services; and

WHEREAS, Provider provides, among other things, non-emergency transportation services and wishes to enter into this Agreement for the provision of services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

GENERAL TERMS AND CONDITIONS

1. Definitions. For purposes of this Agreement and all Exhibits, the following terms have the meanings as defined below:

- a) "Agreement" shall mean this Transportation Agreement, including all exhibits, addenda and attachments
- b) "Client" shall mean the party or entity with whom has a Client Contract. Although the singular form is used "Client" shall be understood as plural in the event that may be under agreement with more than one party or entity in the State in which Provider operates.
- c) "Client Contract" shall mean the agreement between MATS and any other party or entity pursuant to which provides non-emergency transportation related services for eligible Participants. Although the singular form is used "Client Contract" shall be understood as plural in the event that MATS is under agreement with more than one party or entity in the State or states in which Provider operates.

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- d) "Common Carrier Transportation Level" shall mean Transportation by common carrier, e.g., bus, train or commercial airplane.
- e) "Curb-to-curb" shall mean transportation service whereby the Participant meets and boards the vehicle at the curb of the pick-up address and disembarks at the curb of the drop-off address.
- f) "Door-to-door" shall mean transportation service whereby the driver parks the vehicle and meets the Participant at the threshold of the primary entrance of the pick-up address; assists the Participant to and into the vehicle, and delivers the Participant to the threshold of the primary entrance of the drop-off address.
- g) "Shared Ride Trip" shall mean any trip that has the same pick-up address and time as a trip for another Participant and whose drop-off address and time are near enough that the two trips could reasonably share the same vehicle. "Shared Ride Trip" shall also mean any trip that has the same drop-off address and time as a trip for another Participant and whose pick-up address and time are near enough that the two trips could reasonably share the same vehicle.
- h) "Subscription Ride" shall mean rides scheduled for a Participant within the same month.
- i) "Trip ID" shall mean a unique confirmation number provided by for each trip reservation for each date of service.
- j) "Medicare Service Level" shall mean Transportation of a patient whose medical condition requires the use of a hydraulic or electric lift or ramp, wheelchair lock-downs when the patient's condition does not require medical supervision, medical equipment, the administration of drugs of the administration of oxygen, etc.
- k) "Multi-load" shall mean a situation in which more than one Particiis transported in a vehicle at the same time to the same or different drop-off addresses.
- l) "Participant" shall mean any individual covered under the terms of Client. Contract and on whose behalf arranges transportation services.
- m) "Reroute" shall mean a trip reservation that is refused by Provider and that is sent back to MATS to be directed to a different transportation provider.

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- p) "Taxicab Service Level" – mean Transportation by passenger vehicle of a patient or passenger whose medical condition does not require a specialized mode.
- q) "Transportation Services" shall mean transportation consistent with the requirements of North Carolina
- r) "Service Car Service Level" shall mean Transportation by passenger vehicle of a patient whose medical condition does not required a specialized mode.
- s) "Private Automobile Service Level" shall mean Transportation by passenger vehicle of a patient whose medical condition does not require a specialized mode.
- t) "Will call" shall mean a pick-up time that is not available at the time of reservation and that will be set based upon the time of a telephone call from the Participant to the Provider (or MATS) when he or she is ready to be picked-up after a medical appointment.

2. Certification.

- a. The Client acknowledges that the claims, data or information it submits to the provider may be used, directly or indirectly, for the purpose of obtaining payments from federal or state governments under Federal Health Care Programs, and payments that MATS and/or Provider receives may be, in whole or in part, from Federal funds.
- b. Without limiting the generality of the foregoing, by signature on this Agreement, the Provider hereby certifies that:
 - i. Provider is fully licensed and/or certified as may be required by federal, state or county laws, rule or regulations.
 - ii. Under penalty of perjury the undersigned is authorized to act on behalf of Provider and that Provider is, to the best of the undersigned's knowledge, not in violation of any North Carolina Tax Laws;
 - iii. Provider and Provider's employees and agents are
 - 1. Not listed as an excluded persons on the U.S. Department of Health and Human Services, Officer of Inspector General (OIG)'s List of Excluded Individuals and Entities (LEIE).
- c. Provider is not now and never has been excluded from participation in any state or federal health care program.
- d. Provider is required to provide its Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable and such information may then be shared with Clients.

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CLIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT PROVIDER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Terms and Termination

a. Term

- i. This Agreement shall be effective as of the Effective Date. Unless sooner terminated as provided in this Agreement, the term of this Agreement shall be one (1) year, commencing on the Effective Date. The parties may extend this Agreement upon mutual written consent.

b. Termination for cause.

- i. In the event that Provider has breached this Agreement and such breach is of a nature that it cannot be cured, this Agreement may be terminated immediately by the client. If the nature of the breach is curable, then this Agreement may be terminated if Provider fails to cure such breach within thirty (30) days of the client providing written notice to Provider.
- ii. Either party may terminate this Agreement in the event that (i) the other party admits its inability to pay its debts, generally, as they become due or making a general assignment for the benefit of creditors; or (ii) the other party becomes bankrupt or insolvent;
- iii. The Client may also terminate this Agreement immediately and without notice upon the occurrence of any of the following: (i) the suspension, modification or revocation of Provider's license and/or certification; (ii) the cancellation or material change to Provider's liability insurance policy; (iii) Provider's failure to comply with this Agreement; (iv) Provider's or its employee's exclusion or restriction from participation in the Medicaid or Medicaid programs or any state health care program; (v) Provider's failure to complete Annual Compliance Attestation; or (vi) discovery of Provider's submittal of inaccurate or misleading information to The Client relative to this Agreement.
- iv. The Client may also terminate this Agreement immediately upon reasonable evidence that Provider has engaged in illegal, threatening or fraudulent activity, or other misconduct, including but not limited to, falsifying trip logs or billing invoices, paying or offering to pay kickbacks to a Participant(s), or engaging in threatening verbal or physical conduct toward a Participant(s) or Client staff.
- v. MATS may also terminate this Agreement effective immediately upon the

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request of any Client. Client may request termination of a Provider for a number of reasons including but not limited to: (i) Provider's vehicle arrives at residence after the appointment time; (ii) Provider's driver has an unacceptable driving record; or (iii) Client receives a complaint regarding Provider's service and/or employees.

vi. In the event that The Client materially breaches this Agreement, Provider may terminate this Agreement if such breach is not cured within thirty (30) days after Provider provides written notice to The Client.

e. Termination without Cause.

- a. MATS may terminate this Agreement for any reason and without cause or penalty at any time upon sixty (60) days prior written notice to Provider.
- b. Client may terminate this Agreement for any reason and without cause or penalty at any time upon sixty (60) days prior written notice to MATS.

3. Assignment

- a) Neither party shall assign this Agreement or delegate any obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

4. Scope of Services

- a) Services provided by Provider shall be delivered in accordance with, where applicable, state and federal statutes and regulations pertaining to ambulatory, wheelchair, stretcher, private automobile, bus, train, escort services and MATS policies and procedures.
- b) Provider agrees to make available to Participants those types and levels of transportation services for which it is licensed.
- c) Minimum Trips. Provider agrees that this Agreement does not guarantee a minimum number of trips to be assigned from The Client.

5. Rates and Payment

- a) Rates charged for services will not exceed the contractually authorized rates set forth in . From time to time, these rates may be modified by mutual written agreement of the parties.
- b) Provider shall not charge for Transportation provided in vehicles other than those owned or leased and operated by the Provider.
- c) The parties will meet periodically, as needed, to review financial and operational status of the Transportation Program.
- d) **Provider must invoice Client for all trips within 60 (sixty) days of performance. Trips not invoiced within sixty (60) days of performance may be denied on the basis of timeliness.**

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- e) Client shall regularly monitor and audit claims submitted for payment by Provider. If Client identifies any overpayment to Provider, it shall notify Provider in writing. Provider agrees that Client may set off the amount of such overpayment against any unpaid Provider invoices.
 - If there are no unpaid invoices, Provider shall pay Client for such overpayment within thirty (30) days of the date notice is given of such overpayment. Provider must object in writing to Client in the event it disagrees with any overpayment determination. If such objection is not made by Provider within ten (10) calendar days after receiving notice by Client, Provider will be deemed to have agreed with Clients determination of an overpayment and Provider shall be barred from asserting a claim to the contrary. Provider's objection to any asserted overpayment must be made in writing and detail the basis and extent of its objection and include any supporting documentation of Provider's position.
- f) Provider is responsible for notifying Client in writing of any alleged underpayment, such notice must be made within ten (10) days of receiving a payment Provider believes to be an underpayment. Providers notice must be made in writing and detail the basis and extent of any alleged underpayment and must include supporting documentation of Provider's position. Failure to timely notify Client will result in Provider's forfeiture of such additional payment.

6. Responsibilities of Client

- a) Client shall review Provider's application and credentialing information and make a determination regarding the acceptability of Provider into Clients Provider Network. Client shall not discriminate against any provider who is acting within his/her licensure based solely on race, gender, age or sexual orientation.
- b) Client will receive all transportation requests for Participants and verify Participant's eligibility prior to scheduling or submitting reservation requests to Provider.
- c) Client shall schedule reservations and/or submit daily reservation requests to Provider via an agreed upon method, which may include fax, secured email, or through Providers web Portal.

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7. Responsibilities of Provider

a) Provider shall comply with the applicable city, county, state and federal requirements regarding the provision of Transportation Service called for under this Agreement, including but not limited to compliance, licensing, safety standards, certification and vehicles. Provider warrants that it is fully licensed and/or certified as may be required by the United State Federal Government and the State of North Carolina and their respective agencies, including the Department of Transportation, to provide services under this Agreement. Provider must comply with the terms of its license and/or certification through the term of this Agreement.

- If at any time, Provider should lose such license and/or certification, it will immediately notify Client in writing and shall not provide further services under this Agreement unless directed to do so in writing by Client.
- Providers are required to keep records of all services provided under this Agreement. Such records are key documents for audits and failure to keep such records may result in denial or recoupment of payment and/or termination of this Agreement.
- Provider shall ensure that its drivers and attendants abide by applicable state or federal statutes and regulations..
- Provider shall provide proof that all registered vehicles meet all the minimum standards and requirements to perform services under this Agreement.
- Provider shall ensure each vehicle has completed a safety inspection if applicable with state license and/or local licenses.
- Provider shall be responsible for the payment of all parking and traffic tickets and fines relating to the operation of Provider's vehicles.
- Provider agrees to indemnify and hold Client and Participants harmless from and against any and all claims for the payment of tickets and fines for which Provider is responsible under this Agreement or otherwise.
- Provider shall ensure the safety of the Participants that it transports.
- Provider shall establish and maintain both a telephone line and e-mail capabilities by which client to contact Provider.
- Provider shall receive trip reservations from Client each day and confirm the receipt thereof in a form and time acceptable to Client as outlined in agreed upon scope.

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- Provider shall not deny any Participant Non-Emergen Medical Transportation Services on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, health status or the presence of any sensory, mental, or physical disability.
- Provider shall abide by all applicable laws applicable to Provider's performance under this Agreement;
- Provider shall establish maintenance policies and procedures for preventive and routine maintenance for all vehicles, which shall incorporate at least the maintenance recommended by the vehicle manufacturer.

8. Accident Procedure

- a) Providers shall abide by the Accident Procedures standards set
- b) Provider will establish procedures for drivers to deal with situations in which emergency care is needed for Participants that they have been assigned to transport.
- c) Provider shall maintain all investigation reports, corrective action plans, supporting documentation or accident related documentation for a minimum of either ten (10) years after the termination of this Agreement or the completion of any audit, suit or inquiry whichever is later.

9. Participants Rights

- a) Provider shall comply with, and require its staff to comply with any applicable federal and state laws that pertain to Participant's rights, and shall take those rights into account when furnishing services to Client.
- b) Participants are to be treated with respect, due consideration for his or her dignity and privacy, and the same as non-Participants or other customers who receive services equivalent to Services consistent with the requirements of this Agreement and Managed Care Reform and Patients Right Act, 215 ILCS 134.
- c) Provider shall comply with, and require its staff to comply with any applicable federal and state laws that pertain to Participant's rights, and shall take those rights into account when furnishing services to Participants.
- d) Provider shall ensure that each Participant is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Provider or its staff treat the Participant. Provider shall not discriminate in any way against Participants when those Participants exercise their rights under this Agreement or the Managed Care Reform and Patients Right Act, 215 ILCS 134.

10. CONFIDENTIALITY OF CLIENT INFORMATION.

- a) All information as to personal facts and circumstances obtained by the Provider on the Participant shall be treated as privileged communications, shall be held

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confidential, and shall not be divulged without the written consent of the Participant his or her guardian, or the responsible parent when the Participant is a minor child, or except as required by other terms of this Agreement. Provider shall treat every aspect of services under this Agreement as confidential, including the fact of eligibility and/or enrollment and any or all information

11. Participant's physical or mental health status or condition.

- a) Provider acknowledges that all material and information provided under this Agreement, or acquired by the Provider in the performance of services, whether verbal, written, recorded magnetic media, cards or otherwise, shall be regarded as confidential information and all necessary steps shall be taken to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. Provider agrees that it is prohibited from releasing any and all information without the prior written consent of .
- b) During the course of performance, the Provider may be given information relating to Participants who receive Service under this Agreement. The Provider shall safeguard and cause its employees, subcontractors and agents to safeguard, the use and disclosure of such information in accordance with applicable federal and state statutes and regulations concerning confidentiality and safeguarding information. Neither the Provider nor shall disclose information regarding a Participant except for purposes directly connected with the care of the Participant or as required by a Court of Law. The obligation to safeguard Participant Information includes an obligation to employ appropriate security in transmitting Participant information via fax, electronic means and cellular phone.
- c) Failure to safeguard Participant information could result in termination of this Agreement.
- d) HIPAA COMPLIANCE
 - Provider is a Business Associate under the Client Contract and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Provider acknowledges that it is also a Business Associate in the provision of Services under this Agreement and therefore must comply with applicable HIPAA and HITECH regulations as well as 215 ILCS 97 et seq. and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.
 - Provider shall be liable to Client and shall indemnify Client for any and all costs incurred by Client, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law, as a result of Provider's "Breach of Unsecured Protected Health Information."
 - Provider will ensure that all information obtained regarding Participants in connection with this Agreement is held in strict confidence and is used only as required in the performance of Provider's obligations.

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12. HEALTH, SAFETY AND WELFARE MONITORING

- a) Provider shall comply with the Department of Human Services Act (20 ILCS 1305/1-1 et seq.), the Abuse of Adults with Disabilities Intervention Act (20 ILCS 2435/1 et seq.), the Elder Abuse and Neglect Act (320 ILCS 20/1 et seq.), the Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.) and any other similar or related applicable federal and state laws.

13. MEDIA DISCLOSURE

- a) The Provider will not provide information to the media regarding a Participant without first consulting with and receiving written approval from Client. The Provider will make immediate contact with Client when media contact occurs. Client will assist the Provider with an appropriate follow-up response for the media.

14. NONDISCRIMINATION

- a) The Provider must provide services to Participants without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of Participants including, but not limited to, limited English language proficiency.

15. FEDERAL WHISTLEBLOWER PROTECTION

- a) Contractor shall comply, and ensure the compliance by all employees with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

16. VEHICLE STANDARDS

- a) Vehicles must adhere to the vehicle standards set forth in the Client Contract, and any applicable provisions of state or federal law.
- b) Vehicles must have proper permits and licenses to operate within the area to deliver services required by this Agreement.
- c) Provider shall ensure that every vehicle operating in connection with this Agreement is in first class operating condition, and meets the vehicle specifications in Client Contract and shall be maintained in this condition throughout the life of this Contract.
- d) Vehicles must meet state, federal, local and manufacturer's safety and mechanical operating and maintenance standards for the vehicle. All vehicles and equipment must be maintained and operated in accordance with the manufacturers state and federal safety and mechanical operating and maintenance standards.
 - Where applicable, vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) and Department of Transportation regulations, as and if applicable for the type of vehicle

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utilized by Provider.

17. Providers Staff and Drivers

- a) Providers shall inform its staff, including its drivers, of their job duties and responsibilities, and shall provide training for all equipment related to their job duties and vehicles.
- b) Providers shall ensure its workforce understanding of service expectations set forth in this Agreement and the Provider Manual.
- c) Provider's selection of its drivers shall include:
 - Verification that the driver has an appropriate and valid North Carolina State driver's license. The license must be of the class of license, with any required endorsements, that permits the transportation providers' driver to legally operate the vehicle for which they are hired to drive. Such license must be valid at the time of service.
 - Verification that driver has passed a criminal background check and drug check pursuant to the terms set forth in the Client Contract, however, if any of the terms in the Client Contract are inconsistent with any applicable federal and state laws, rules and regulations they shall be amended to conform to such statutes and rules.
- d) Provider shall ensure that all drivers and attendants are properly licensed, qualified, and fit for duty to provide services at the time services are provided. This includes but is not limited to:
 - Drivers and attendants are strictly prohibited from using alcohol, narcotics, illegal drugs while performing services;
 - Drivers and attendants are strictly prohibited from using over the counter or prescription drugs that would impair their ability to perform while on duty;
- e) Drivers and attendants shall abide by the services terms and conditions set forth in this Agreement, the Client Contract.

18. Insurance

- a) Provider shall obtain and maintain insurance, including but not limited to automobile liability insurance and general commercial liability insurance, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of Providers (or their respective employees and/or agents) in the performance of, or injuries sustained during the provision of, Transportation Services to Covered Persons as contemplated in this Agreement, throughout the term of the subcontract with Client, and for so long as Provider is providing Transportation Services in accordance with this Agreement.
- b) Insurance coverage shall be in amounts that are in keeping with industry standards,

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applicable laws, rules and regulations and are acceptable to and Client, the minimum amount of which shall be not less than:

- Auto Insurance
 - For each vehicle with a capacity of more than 10 seats: \$1,000,000.00 combined single limit coverage per occurrence;
 - For each vehicle with a capacity of up to 10 seats: \$ combined single limit coverage per occurrence; and
 - General Liability of not less than \$1,000,000
- c) Insurance coverage shall list Client as additional insureds, and shall be evidenced by certificates of insurance issued by one or more insurance companies licensed to do business in North Carolina, containing a thirty (30) days notice of cancellation endorsement.
- d) Provider shall provide with at least fifteen (15) days advance written notice in the event of cancellation, restriction or non-renewal of any insurance coverage required herein.

19. Indemnification

- a) Provider agrees to indemnify and hold harmless Client and their respective officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable attorney's fees), judgments, or obligations (collectively, "Claims"), alleged to have been caused by or arising from or in connection with Provider's services or negligence, acts or omissions or willful misconduct, including those of its officials, officers, or employees and/or in the provision of Transportation Services as provided in this Agreement.

20. Complaint Resolution And Grievance

- a) Provider may submit informal complaints and grievances to for consideration by its Account Manager or her/his designee. The parties will work in good faith to resolve such informal complaints and grievances between themselves. In the event the parties are unable to resolve such issues informally, then the following procedures shall apply:
- Provider may formally register its complaint or grievance, along with documentation of the substance of the complaint or grievance, with the General Manager. All formal complaints or grievances must be filed no later than forty-five (45) days following that incident which gave rise to the complaint or grievance. shall respond to such complaint or grievance in writing within thirty (30) days from receipt of the formal complaint or grievance, indicating the actions taken regarding such complaint or grievance.

21. Severability

- a) Any determination that any provision of this Agreement or any application thereof is

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invalid, illegal, or unenforceable shall not affect the validity, legality or enforceability of any other provision of this Agreement (or the enforceability of the provision in other circumstances).

22. Company Representatives

MATS General Partner, Paul Bourcq, shall act as the liaison between MATS and the Client. Mr. Bourcq, or other MATS representatives may be identified to The Client from time to time, and shall monitor Provider's performance under this Agreement. The contact information is as follows:

Paul Bourcq
Mountain Area Transport and Security
Phone: 828-371-0490
Email: paulbourcq@mntntransport.com

Provider shall provide such supervision, as is required, to ensure the promptness and quality of care delivered; and meet all applicable state and federal standards and any other reasonable standards or criteria which may, hereafter, be established by MATS to assure the promptness and quality of such services.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

Client:

MATS:

By:

By:

Title:

Title:

Date:

Date:

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Addendum A

Rate Sheet

Non-emergency Medical Transportation

Hourly Rate (Per Officer) \$25.00

Overtime Rate \$37.50

Holiday Rate \$37.50

*Mileage Rate .98 Per Mile

Prisoner Transport/Extradition

Hourly Rate (Armed Officer) \$27.00

Overtime Rate \$40.50

Holiday Rate \$40.50

Multi Passenger Prisoner Transport Service
(Secured Prisoner Transport Van)

*Mileage Rate .98 Per Mile

*Mileage Rate \$1.57

Special Needs Services

(Wheelchair Lift Equipped Van)

Hourly Rate (Per Officer) \$25.00

Overtime Rate \$37.50

Holiday Rate \$37.50

*Mileage Rate 1.57 Per Mile

*Rates quoted are for 24 hour, 7 days per week coverage. Response time is within 60 minutes of dispatch. Additional fees, or cost may be imposed for trip exceeding 10 hours, or when overnight stay is required. Multi-state transportation may require two or more transport officers as required by statute. Mileage rates are inclusive of fuel, maintenance, insurance, cameras, radios, and monitoring equipment.

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MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: August 10, 2021

Item 12A. Minutes from the July 13, 2021 regular meeting are attached for your review and approval. (Mike Decker/Tammy Keezer)

Item 12B. Budget Amendments #20-31 are attached for your review and approval. (Lori Carpenter)

Item 12C. Approval of tax releases for the month of July 2021. (Teresa McDowell) The list of releases will be sent via a separate email.

Item 12D. A copy of the ad valorem tax collection report will be forwarded via a separate email. No action is necessary. (Teresa McDowell)

MACON COUNTY BOARD OF COMMISSIONERS
July 13, 2021
MINUTES

Chairman Tate called the meeting to order at 6:00 p.m. All Board Members, County Manager Derek Roland, Deputy Clerk Mike Decker, Finance Director Lori Carpenter, County Attorney Eric Ridenour and members of the news media were present, as were a number of county employees and citizens.

ANNOUNCEMENTS:

- (A) Amanda Fuller Moore, Assistant Information Technology Director, was recognized for completing the Certified Government Chief Information Technology Officer (CGCIO) program at UNC Chapel Hill. Chairman Tate read a portion of a press release [Attachment 1] regarding the announcement. Ms. Moore was present and thanked the board for the opportunity.
- (B) Commissioner Beale announced that the American Legion will hold a flag disposal ceremony on Saturday, July 17, 2021 at 8:30 a.m. and encouraged everyone to attend, especially if you had not witnessed one of these ceremonies before.

MOMENT OF SILENCE: Chairman Tate requested that all in attendance rise and a moment of silence was observed.

PLEDGE TO THE FLAG: Led by Commissioner Shields, the pledge to the flag was recited.

PUBLIC COMMENT PERIOD:

- (A) **Jim Gaston**, a member of the Cowee Community, spoke about a recent Gay Pride display in June at the Macon County Public Library's children's section. Mr. Gaston stated he was opposed to the display which he referred to as a "celebration of confusion" and believed the vast majority of Macon County citizens would be opposed to "glorifying anal sex and gender confusion" to our children and grandchildren. He stated that openly celebrating something devastating to children is not in the best interest of Macon County. He referred to the "frog in warm water" and "camel's nose in the tent" analogies and stated his belief that the citizens of Macon County do not want our children growing up

in a place that turns in to California or New York and encouraged the board to keep this county free of morale decay.

- (B) **Rebecca Tipton** shared her objection to the display at the library. She stated there were 15 books out and although she did not object to the books being in the library, she did object to them being displayed in a public area accessible to children. She stated that parents should have discretion over what topics they address and how they address those with their children. Ms. Tipton commented that transgenderism has really been pushing our culture since 2015 and she finds the championing of it problematic, and as a parent is not comfortable with her child going to the library and picking up a book about an individual person's journey with transgenderism including the political and medical aspects. Ms. Tipton closed by saying she believed in personal choice rather than pushing these issues out and putting them on display in a public place.
- (C) **Steve Connell** requested that the board members consider when they allocate funding how the monies are spent. He commented that the display at the library was better left in a location for adults to look at and not out for young children to see.
- (D) **Evan Lampkin** spoke about the proposed skate park that has been approved by the Town of Franklin. Mr. Lampkin stated he and other youth have participated in some fundraising activities and have raised approximately \$2,000, and JE Dunn Construction – the company currently building the new hospital – has donated their time to construct the park. He requested that the board support the park by donating money, equipment, etc. and informed the board that the town had approved a building site at the Jaycee Park.
- (E) **Tim Shaw** shared that he is the parent of two teenage skateboarders and that it is not unusual to get a phone call from them indicating they are going to “skate town.” He expressed his concerns about their safety and the legal aspects, emphasizing that kids need a place to do so safely and legally. He stated he had come to ask for the board's help and requested they step up and help with a monetary donation, materials, etc., and explained that the proposed park is not just for the town but for all of Macon County. Mr. Shaw referenced skate boarding as an Olympic sport which teaches bravery, tenacity and finesse, and encouraged the board members to be supportive and consider how they could change the future of an individual child with the ability to pursue an Olympic sport if they chose. Commissioner Beale asked about the park at First

United Methodist Church and Mr. Shaw replied it was great for beginners but not for someone with a little more advanced skill.

- (F) **Jeff Lee** stated he was here in support of the broadband expansion.
- (G) **Brittney Lofthouse** began by stating that she was speaking as a resident, not as a reporter. She indicated she had planned to speak about a different topic but after hearing the previous speakers comments about the display at the library, she was choosing to speak to that. Ms. Lofthouse stated she was disappointed that she did not know about the display at the library and had she known she would have celebrated Pride month and gone to see the display. Ms. Lofthouse shared that she has no fear for her children to be subjected to this display or books and that she applauds the library and is sorry they are not here to defend themselves. She indicated she has a relative who is a member of the LGBTQ community and is very passionate about this topic. Ms. Lofthouse stated there has been too much persecution and bullying around these topics as well as Macon County lives lost to suicide because they did not feel included or know who to turn to. She ended in expressing thanks to whoever did the display.

ADDITIONS, ADJUSTMENTS TO AND APPROVAL OF THE AGENDA: Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the agenda, as adjusted, as follows:

- To add Item 11G under New Business, Nantahala Library, per Commissioner Higdon, as a follow-up to his meeting with the community members the previous evening (July 12).
- To add Item 11H under New Business, Electoral District Brief Discussion, per Commissioner Higdon.
- To remove Item 11D, Resolution Exempting Architectural Services for former National Guard Armory renovation and improvements, as it would be better to discuss this in August or September, per Mr. Roland.

REPORTS AND PRESENTATIONS:

- (A) Medicaid Transformation – Shelly Foreman, Community Relations Regional Director for Vaya Health, thanked the board for allowing her to attend and present. She reviewed and talked through a PowerPoint presentation explaining the goals and transition plan for Vaya Health to manage whole person care for those with more acute level behavioral health needs in the region, now referred to as a Tailored Plan. She shared that, as of July 1, 2021, Medicaid participants began receiving information on the transition process and how to select a plan. Ms. Foreman explained that Vaya Health had submitted their Request for Funding (RFA) and there has been a delay at the state level in announcing awards, but, she hopes Vaya will hear later this week with anticipation of a successful award of the tailored plan. Commissioner

Beale thanked Ms. Foreman for coming to the meeting and for what she does. He stated that if Vaya is not successful we could lose local input and further shared that the awards are a competition and that of course the insurance companies look at the monetary piece rather than focus on the community aspect. Ms. Foreman reminded the board that 80 percent of Vaya's budget is Medicaid, so it is important for the community and region that Vaya be awarded the funding.

OLD BUSINESS: None

NEW BUSINESS:

(A) Clay/Macon Regional Hazard Mitigation Plan 2021 Update –

Emergency Management Director Warren Cabe stated that he is asking for approval of the renewal of the Hazard Mitigation Plan, which consists of strategies to lessen the effects of a disaster which has to be renewed every five years. He stated that having this plan in place allows the county to get disaster funding when it is available. Mr. Cabe indicated that North Carolina likes for the plans to be multi-jurisdictional, so this version of the plan was developed in cooperation with Clay County, the Town of Franklin and the Town of Highlands. In summary, he shared that this updated plan has more emphasis on wildfires because of the fires we had in 2016, cyber-attacks which really didn't exist during the renewal cycle five years ago, lots of historical data for the county, potential improvement projects, and so forth. Mr. Cabe stated he has requested funding multiple times in the past but has never received any funding. He shared that a copy of the plan can be found on the county's website under Public Announcements. A motion was made by Commissioner Young, seconded by Commissioner Higdon, to approve a "Resolution to Adopt the Clay Macon Regional Hazard Mitigation Plan as presented, a copy of which is attached (Attachment 2) and is hereby made a part of these minutes. The motion passed unanimously.

(B) Request for permission to apply for broadband grant – Economic Development Director Tommy Jenkins stated that the county's broadband committee has an opportunity to apply for a grant through the National Telecommunications and Infrastructure Administration, which requires a public/private partnership in which a local government entity has to apply and choose the private internet service provider. He indicated that the committee met and since we already have a relationship with Balsam West on another project, decided it was logical to partner with them on this one. Mr. Jenkins shared the grant awards range from \$5 million to \$30 million with a low number of awards being made, but it is still important to apply. He stated the grant covers underserved areas and looks at the most effective way of providing broadband requiring a download speed of at least 100 mbps and an upload speed of at least 20 mbps. Mr. Jenkins stated

that applications are due August 17, 2021. In addition, he shared that he applied for a grant through the Dogwood Health Trust to cover consultant fees needed for the broadband grant and was notified this afternoon that Dogwood Health Trust had awarded those funds. A motion was made by Commissioner Beale, seconded by Commissioner Higdon, to submit the application as requested. After brief discussion about how these funds could be used to offset costs of projects currently underway and how the consultant fees would be handled, the board voted unanimously to proceed with the grant application.

(C) Request for release of surety bond for Highlands Falls County Club –

Planning, Permitting and Development Director Jack Morgan stated that on October 19, 2020 we accepted a surety bond for Highlands Falls Country Club in the amount of \$12,500 for an improvement permit on the golf course. He indicated there were 26 acres involved requiring \$500 per acre. Mr. Morgan stated they are finished with the project and are requesting their money back. Commissioner Higdon made a motion, seconded by Commission Shields, to release the bond, and the vote was unanimous.

(D) Resolution Exempting Architectural Services for former National Guard Armory renovation and improvements – Mr. Morgan –

This item was removed from the agenda at the request of Mr. Roland.

(E) Satisfaction of Security Instrument regarding Franklin Tubular Products –

County Attorney Eric Ridenour briefly explained that this was a previous economic development incentive program that has been satisfied. Commissioner Beale made a motion, seconded by Commissioner Shields to approve the “Satisfaction of Security Instrument” as presented by the County Attorney. The vote was unanimous, and a copy of the document is attached **(Attachment 3)** and is hereby made a part of these minutes.

(F) Request for funding from KIDS Place –

Commissioner Beale requested that Alisa Ashe speak to the board about her organization’s need for the county’s financial help and added that, for full disclosure, the board should be reminded that KIDS Place also receives Community Funding Pool funds and this is considered an emergency funding request due to the loss of 67 percent of the organization’s funding. Ms. Ashe thanked the board for allowing her to speak to them and make this request. She explained how KIDS Place serves children from birth to age 18 who have experienced trauma (physical abuse, sexual abuse, sexual assault, severe neglect, witness to violence, etc.), how their base funding is received through the Victims for Crime Act and does not come from state or local dollars. Ms. Ashe indicated they were notified last fall that their funding would be reduced by 30 to 35 percent, but the reduction turned out to be 67 percent. She shared that in 30 years of operation, KIDS Place has never had to come before the board of commissioners and request funding, but

that with reducing her budget to the bare minimum and including their fundraising efforts and donations, she would need \$110,000 to continue operating. Ms. Ashe stated that she is working with partners at both the state and federal level to restore funding, but that process will take three to four years. She indicated that KIDS Place could raise \$30,000 to \$35,000 through their planned fundraising initiatives, leaving them approximately \$75,000 – which she is requesting from the board. During discussion among the board members, Ms. Ashe stated that it costs approximately \$5,000 to train an interviewer on staff, but to contract that service out would cost approximately \$1,200 per interview and KIDS Place has conducted 43 interviews so far this year. She stated it would cost approximately \$2,000 for each medical exam if conducted somewhere else and they have conducted 21 exams in the past six months. She stated therapy sessions would cost about \$120 per hour and KIDS Place has saved the county about \$21,000 by being able to do those on site. Board members discussed options, including allocating all or a portion of the Community Funding Pool funds to KIDS Place, which would eliminate funding opportunities for the other agencies funded through that program. Following further discussion, Commissioner Beale made a motion, seconded by Commissioner Shields, to allocate \$75,000 from fund balance to KIDS Place as an emergency request. The motion was approved by a vote of 3-2, with Commissioners Beale, Tate and Shields in favor and with Commissioners Higdon and Young opposing.

(G)Nantahala Library – Commissioner Higdon stated that he had attended a meeting last night (July 12) in which members of the Nantahala community were requesting an update on the plan for the library and the building that was purchased by the county. Commissioner Higdon stated that the board needs to make a decision about whether the library is moving or not and bring resolution to this issue that has been ongoing for years. Commissioner Beale read a letter from the Macon County Library Board of Trustees requesting that the commissioners prioritize building a new library building on the school property. Discussion among members included getting quotes for demolishing the building on the recently purchased property and constructing a new facility, having county maintenance remove debris from the building and clean-up the surroundings, broadband capabilities and wireless options for the location, and getting input from the Macon County Board of Education about keeping the library on school property. Following discussion, Commissioner Higdon made a motion, seconded by Commissioner Young, to allocate \$5,000 from contingency to allow county maintenance staff to clean-up the property and to cover the associated landfill fees for disposal of the waste. The motion was approved by a 4-1 vote, with Commissioner Beale opposing.

(H)Electoral Districts – Commission Higdon passed out a packet of information and stated he would like this to be a topic of discussion on the August agenda. He stated that board membership is restrictive to Districts 1 and 3, allowing filing for a seat to occur every four years whereas District 2 allows filing every two years. Commissioner Higdon shared some options for redistricting which could be considered and requested the minutes reflect acknowledgment that each member received a packet. Chairman Tate shared that he brought this topic up when he first came on the board and is supportive of the discussion. He said, however, that his district makes up over 50% of the tax base and is the “economic lifeblood of this county,” and even though it is a small population, he would not want to see that district increase in size. Commissioner Beale requested that Mr. Ridenour look into the legal options and for the board to review the 2020 Census numbers for reference.

CONSENT AGENDA: Upon a motion by Commissioner Higdon, seconded by Chairman Tate, the board voted unanimously to approve the consent agenda as presented, which includes: (A) Minutes of the April 13, 2021 regular meeting, the May 11, 2021 regular meeting, the May 25, 2021 continued session, the June 3, 2021 continued session, and the June 8, 2021 regular meeting, (B) Budget Amendment #1 for increased funding of \$16,647 for the Housing Department, Amendment #2 to move \$21,365 allocated for a vehicle for the Tax Office to FY 22-23, Amendment #3 appropriating \$28,800 from fund balance to Maintenance for equipment and repairs not received by 6/30/21, Amendment #4 appropriating \$34,643 from fund balance and \$130,172 from Homeland Security Grant to Emergency Management for equipment not received by 6/30/21, Amendment #5 to appropriate \$203,587 from fund balance to the Sheriff’s Office for equipment not received by 6/30/21, Amendment #6 appropriating \$1,112 for federal forfeiture funds, \$25,578 for federal forfeiture funds, and \$702 for treasury forfeiture funds from fund balance to Non-Capital Equipment for the Sheriff’s Department, Amendment #7 appropriating \$71,565 from fund balance to Information Technology for services and equipment not received by 6/30/21, Amendment #8 appropriating \$120,047 from fund balance to EMS for ambulance remount not completed by 6/30/21, Amendment #9 carrying forward \$60,000 in fund balance for Gallagher Benefit Services contract for the pay study, Amendment #10 appropriating \$79,000 from fund balance to Macon County Schools Capital expense for Cartoogechaye and FHS HVAC, and Amendment #11 appropriating \$35,400 from fund balance to Senior Services for HVAC units not received by 6/30/21 (copies of amendments attached). (C) Tax releases in the amount of \$2,692.47, (D) Billing Guide, fee schedule and vaccine fee update summary for Macon County Public Health (attached), (E) Agreement to Provide Recreation Opportunities with the Scaly Mountain Historical Group (attached), (F) Service Contract with the Franklin Area Chamber of Commerce (attached), (G) Service Contract with the Highlands Area Chamber of Commerce

(attached), (H) Resolution Accepting American Rescue Plan Act (ARPA) funds (attached), (I) Grant Project Ordinance Amendment for Weatherization Assistance Program FY 2021 (#8217) (attached), (J) Grant Project Ordinance Amendment for Weatherization Assistance Program FY 2022 (attached), (K) Macon Middle School Locker Room Project – Reject bids received on June 21, 2021 as only one bid was received and authorize staff to re-advertise the project, (L) Monthly ad valorem tax collection report – no action necessary.

APPOINTMENTS:

(A) Library Board (2 seats) – Commissioner Beale made a motion, seconded by Commissioner Shields, to approve the reappointment of Mr. Wood Lovell and Mr. Bill Trotter for additional three-year terms on the Macon County Library Board of Trustees. The motion passed unanimously.

CLOSED SESSION – At 7:49 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Young, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a)(3) to preserve the attorney/client privilege and 143-318.11(a)(5) regarding the acquisition of real property with no action planned following the closed session. At 8:28 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to come out of closed session and return to open session.

ADJOURN: With no other business, at 8:29 p.m., upon a motion from Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chair

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # 20

FY 21-22

DEPARTMENT: HEALTH

EXPLANATION: Carry forward unexpended grant money to current FY 22

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113840-417900	Fund Balance Appropriated	41,000.00	
115128-555113	Community Foundation of WNC	41,000.00	

REQUESTED BY DEPARTMENT HEAD *Karen M. Hase*

RECOMMENDED BY FINANCE OFFICER *Karen Samways*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 8/10/2021

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

