State of North Carolina

County of Madison

Minutes

The Madison County Board of Commissioners met in regular session on Tuesday, December 14, 2021 at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Commissioner Mark Snelson, Commissioner Craig Goforth, Commissioner and Interim County Manager Norris Gentry, Commissioner Matt Wechtel, Commissioner Michael Garrison, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:01 p.m. by Commissioner Snelson.

Agenda Item 1: Agenda Approval

Upon motion by Commisisoner Snelson and second by Commissioner Gentry, with discussion being had by Board members, the Board voted 3-2 in favor of striking Item 8 from the agenda and moving Item 13 to Item 8 with Commissioners Snelson, Goforth, and Gentry voting in the affirmative and Commissioners Wechtel and Garrison voting opposed. (Attachment 1.1)

Agenda Item 2: Approval of November 9, 2021 (Special) Minutes; November 9, 2021 (Regular) Minutes; November 30, 2021 (Special) Minutes

Upon motion by Commissioner Goforth and second by Commissioner Gentry, the Board voted unanimously to approve.

Agenda Item 3: Public Comment

Commissioner Snelson reviewed the public comment policy with those in attendance.

Liz Gullium- Ms. Gullium spoke regarding the removal of Item 8 from the agenda and also the Health Department.

Jim Thorsen- Mr. Thorsen spoke regarding the Heartbeat Bill Resolution.

Elizabeth Harris- Ms. Harris spoke regarding Abiding Hope.

Allene Perkins- Ms. Perkins spoke regarding Abiding Hope.

Jim Goode- Mr. Goode spoke regarding the Heartbeat Bill Resolution.

Angel Hilemon- Ms. Hilemon spoke regarding Abiding Hope and the Heartbeat Bill Resolution.

Barbara Zimmerman- Ms. Zimmerman spoke regarding the Laurel Community Center.

Jesse Davis- Ms. Davis spoke regarding the removal of Item 8 from the agenda.

Walter Ponder- Mr. Ponder spoke regarding abortion.

Laura Coates- Ms. Coates spoke regarding abortion.

Commissioner Snelson discussed that due to the established public comment policy, the remainder of those signed up to speak in public comment would be heard at the end of the meeting. (Attachment 3.3)

Item 4: Donny Laws, County Attorney- Organization of the Board

a. Election of Chairman

Attorney Laws provided counsel to the Board regarding the process of selection for positions within the Board and opened the floor to nominations for the position of Chairman to the Board.

Commissioner Garrison discussed the past and current work of Commissioner Wechtel as well as his position on the Board and made a motion to elect Matthew Wechtel as the Chairman of the Madison County Board of Commissioners.

Attorney Laws called for other nominations.

Commissioner Gentry nominated Mark Snelson.

Upon motion by Commissioner Goforth and second by Commissioner Garrison, the Board voted unanimously to close the nominations.

Attorney Laws called for a vote for those in favor of the nomination of Matt Wechtel as Chairman with Commissioner Wechtel and Commissioner Garrison voting in the affirmative.

Attorney Laws called for a vote for those in favor of the nomination of Mark Snelson as Chairman with Commissioner Snelson, Commissioner Goforth, and Commissioner Gentry voting in the affirmative.

Attorney Laws turned the meeting over to Chairman Snelson.

b. Election of Vice-Chairman

Chairman Snelson opened the floor for nominations for the position of Vice-Chairman to the Board.

Chairman Snelson nominated Craig Goforth as Vice-Chairman with second by Commissioner Gentry.

Chairman Snelson called for other nominations with no further nominations being had.

Upon motion by Chairman Snelson and second by Commissioner Goforth, the Board voted unanimously to close the nominations.

Discussion was had by the Board and Attorney Laws with Attorney Laws calling for a vote for the nomination for Craig Goforth to serve as Vice-Chairman to the Board. The Board voted 3-2 in favor of Craig Goforth to serve as Vice-Chairman to the Board with Chairman Snelson, Commissioner Goforth, and Commissioner Gentry voting in favor and Commissioners Wechtel and Garrison voting opposed.

c. Appointment of County Attorney

Discussion was had by the Board regarding the appointment of the County Attorney. Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth, the Board voted unanimously that Donny Laws be retained as the County Attorney.

d. Appointment of County Clerk

Upon motion by Commissioner Wechtel and second by Commissioner Garrison, the Board voted unanimously to retain Mandy Bradley as the County Clerk.

e. Approval of 2022 Board of Commissioners Meeting Schedule

Chairman Snelson discussed the proposed 2022 Regular Meeting Schedule of the Board.

Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 4.5)

Agenda Item 5: Harold Seagle, Seagle Law

County Attorney Donny Laws introduced Attorney Harold Seagle who is representing the County in the National Opioid Lawsuit.

Attorney Seagle discussed the National Opioid Litigation Settlement with the Board as well as answered questions from Board members and members of the audience in attendance. Information discussed included the opioid epidemic, the recent proposed settlement, funds that will be received by the County, implementation of programs funded by the settlement, how funds will be dispersed, and the proposed Memorandum of Agreement with the North Carolina Association of County Commissioners with Health Director Tammy Cody discussing spending reporting guidelines.

Counsel was provided by Attorney Laws regarding the proposed Resolution and Memorandum of Agreement between the North Carolina Association of County Commissioners and Madison County.

Chairman Snelson called for a motion for the Resolution by The County of Madison Approving the MOA Between the State of NC and Local Governments on the Proceeds Relating to the Settlement of Opioid Litigation. Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 5.1)

Agenda Item 6: Chris Watson, Community Housing Coalition Director

Mr. Watson presented information as well as answered questions from Board members regarding the Community Housing Coalition Annual Report and Capital Campaign. Information discussed included the number and demographic of clients served by the Community Housing Coalition, types of services offered, key initiatives to launch, the Reclaimed Madison store, and the acquisition of a permanent location for the Community Housing Coalition offices.

Agenda Item 7: Board of Commissioners Chairman

Chairman Snelson presented a plaque to Lori Ray, Tax Administrator honoring her upcoming retirement. The inscription on the plaque was read into record by Chairman Snelson. Ms. Ray addressed the Board.

Agenda Item 8: Diana Norton, Tax Assessor

Ms. Norton presented the tax refunds and releases to the Board for the months of October and November.

Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to approve. Discussion was had by the Board and Ms. Norton. (Attachment 8.1)

Agenda Item 9: Norris Gentry/Interim County Manager

Commissioner Gentry presented information regarding the county fire tax for the Smoky Mountain and Hot Springs Fire Districts.

Chief Regina Rice with the Smoky Mountain Volunteer Fire Department and Keith Ball with Management Solutions for Emergency Services discussed residents who are served by the district who are currently not being assessed a fire tax and how to create a Rural Fire Protection District as well as answered questions from Board members.

Chief Joshua Norton with the Hot Springs Volunteer Fire Department discussed the addition of a Rural Fire Protection District to residents outside of the Town of Hot Springs who are being served by the department, but not assessed a fire tax as well as answered questions from Board members.

Discussion was had by the Board with Chief Rice and Chief Norton.

Agenda Item 10: Tammy Cody, Health Director

a. 2021 Annual Community Child Fatality Prevention Team Report

Ms. Cody presented information as well as offered to take questions from Board members regarding the 2021 Annual Community Child Fatality Prevention Team Report. Information discussed included fatalities of children under the age of eighteen years old, how to identify issues, recommendations, and the Child Fatality Prevention Team.

b. Dogwood Health Trust Unified Madison –Opioid Response MOU

Ms. Cody presented the proposed Dogwood Health Trust Unified Madison Opioid Response Grant Memorandum of Understanding for consideration of the Board as well as offered to take questions from Board members. Information discussed included the opioid epidemic, national opioid settlement, and funding that the grant would provide to the County to fund a position for two years to oversee the use of settlement money.

Discussion was had by the Board. Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to approve the Memorandum of Understanding with the Dogwood Health Trust Unified Madison for the grant for the health department's request. (Attachment 10.2)

Agenda Item 11: Brooke Ledford, Human Resources Director

Ms. Ledford presented and discussed the County's proposed American Rescue Plan Act Fund Premium Pay Policy for consideration of the Board.

Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously to approve. (Attachment 11.1)

Agenda Item 12: Kary Ledford, Finance Officer

a. Budget Amendment #6

Ms. Ledford presented and discussed Budget Amendment #6 with the Board as well as answered questions from board members.

Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to approve Budget Amendment #6. Discussion was had by the Board. (Attachment 12.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of November with the Board as well as answered questions from board members. (Attachment 12.2)

Agenda Item 13: Norris Gentry, Commissioner/Interim County Manager

a. County Manager's Update

Commissioner Gentry presented an update to the Board regarding the Golden Leaf projects for consideration of the current funding cycle.

Planning for a Veteran's Park in the County was discussed with the Board by Commissioner Gentry.

Commissioner Gentry presented an update regarding the property at the Beech Glen Community Center, the process for acquiring a new roll off truck in the Solid Waste Department, renovations in the Environmental Health Department, and the cost of living effects on local government.

b. 2022 County Mowing Contract

Commissioner Gentry discussed the current grounds locations that the County's Maintenance Department currently maintains and the possibility of having the work done by a contractor in the next mowing season.

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to take a five minute recess at 9:00 p.m.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to return to the business session at 9:06 p.m.

c. Solid Waste Funding Review

Commissioner Gentry presented information regarding data on parcels in the County and Solid Waste Availability Fee billing as well as exempt properties and parcels without structures and the information generated from the current amount collected from the fees billed compared to being billed in conjunction with property taxes.

Discussion was had by the Board.

d. County Owned Surplus Property

Commissioner Gentry presented three current bids received for parcels of County owned surplus property including PIN: 9862-26-2549, PIN: 9769-19-3641, and PIN: 9769-09-8590.

Discussion was had by the Board and counsel was provided by Attorney Laws regarding initial bidding and upset bid processes.

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously on bid number one to accept the bid and start the upset bid process.

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, with discussion being had by the Board, the Board voted unanimously to not accept bid number two or three.

e. County Board Appointments

Commissioner Gentry presented the Library Board of Trustees Board vacancy and the recommendation on behalf of the Library Board to appoint Anna Yount to the Library Board of Trustees. Upon motion by Commissioner Garrison and second by Commissioner Wechtel, the Board voted unanimously to do so.

Vacancies for the Juvenile Crime Prevention Council were discussed with the Board by Commissioner Gentry. Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to appoint James Gregory.

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to appoint Kary Ledford to the Parks and Rec Board.

Commissioner Gentry discussed appointed boards with Commissioner representation including the Land of Sky Board of Delegates currently served by any member of the Board of Commissioners, the French Broad River Metropolitan Planning Organization currently served by Chairman Snelson and Commissioner Wechtel, the Land of Sky Rural Planning Organization currently served by Commissioner Wechtel, and two seats on the Vaya Health Board with one seat currently being served by Commissioner Gentry.

Discussion was had by the Board and Health Director Tammy Cody regarding the Vaya Health Board. Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to appointment Kathy Price to the Vaya Health Board.

Further discussion was had regarding the Land of Sky Board of Delegates, Land of Sky Metropolitan Planning Organization, Land of Sky Rural Planning Organization, and the one remaining seat on the Vaya Health Board. Upon motion by Commissioner Garrison and second by Chairman Goforth, the Board voted unanimously to approve all of those as they are.

Agenda Item 3: Public Comment (cont.)

Brian Coates- Mr. Coates was not available to address the Board.

Richard Molland- Mr. Molland discussed the Community Housing Coalition.

Agenda Item 15: Adjournment

Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to adjourn at 9:27 p.m.

This the 14th day of December, 2021.

MADISON COUNTY

Mark Snelson, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Attachment 1.1

Madison County Board of Commissioners
Agenda
December 14, 2021

7:00 P.M. Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval

2. Approval of November 9, 2021 (Special) Minutes; November 9, 2021 (Regular) Minutes; November 30, 2021 (Special) Minutes

3. Public Comment

4. Donny Laws, County Attorney
Organization of the Board
a. Election of Chairman
b. Election of Vice-Chairman
c. Appointment of County Attorney
d. Appointment of County Clerk
e. Approval of 2022 Board of Commissioners Meeting Schedule

5. Harold Seagle, Seagle Law
Opioid Litigation Settlement Discussion

6. Chris Watson, Community Housing Coalition Director
Community Housing Coalition Annual Report and Capital Campaign

7. Board of Commissioners Chairman
Lori Ray, Tax Administrator Recognition

8. Diana Norton, Tax Assessor
Tax Refunds and Releases

9. Norris Gentry, Commissioner/Interim County Manager
County Fire Tax

10. Tammy Cody, Health Director
a. 2021 Annual Community Child Fatality Prevention Team Report
b. Dogwood Health Trust Unified Madison-Opioid Response MOU

11. Brooke Ledford, Human Resources Director
American Rescue Plan Fiscal Recovery Fund Premium Policy

12. Kary Ledford, Finance Officer
a. Budget Amendment #6
b. Financial Report

13. Norris Gentry, Commissioner/Interim County Manager
a. County Manager's Update
b. 2022 County Mowing Contract
c. Solid Waste Funding Review
d. County Owned Surplus Property
e. County Board Appointments
f. Attorney-Client Privilege

14. Adjournment

Madison County Commissioners Meeting

Public Comment

December 14, 2021
7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

----- Public Comment Sign-In Sheet -----

	Name	Signature
~~1.~~	Elizabeth Gullum	
~~2.~~	Jim Thorsen	James B. Thorsen
~~3.~~	Elizabeth Harris	
~~4.~~	Allene Perkins	A. Perkins
~~5.~~	Jim Goode	
~~6.~~	Angel W Hilemon	
~~7.~~	Barbara Zimmerman	
~~8.~~	Jesse Davis	
~~9.~~	WALTER POWELL	
~~10.~~	Laura Coates	
~~11.~~	Brian Coates	
12.		
13.		
~~14.~~	RICHARD MOLLARD	
15.		
16.		
17.		
18.		
19.		
20.		

Attachment 4.5

2022 Madison County
Board of Commissioners Meeting Schedule

Month	Date	Day	Time	Location
January	11th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
February	8th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
March	8th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
April	12th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
May	10th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
June	14th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
July	12th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
August	9th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
September	13th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
October	11th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
November	8th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
December	13th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center

A RESOLUTION BY THE COUNTY OF MADISON APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Madison County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, Madison County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Madison County authorizes the County

Manager (or County Attorney) take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this the 14th day of December, 2021.

Mark Snelson, Chair
Madison County Board of Commissioners

ATTEST:

Mandy Bradley
Clerk to the Board

(SEAL)

Background Statement

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

WHEREAS, the State of North Carolina (the "State"), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic ("Pharmaceutical Supply Chain Participants"); and

WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

WHEREAS, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

WHEREAS, this Memorandum of Agreement ("MOA") is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

WHEREAS, North Carolina's share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

WHEREAS, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a "State-Subdivision Agreement"); and

WHEREAS, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

WHEREAS, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and

WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement ("Bankruptcy Resolutions"); and

WHEREAS, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

The terms "Bankruptcy Resolution," "MOA," "Pharmaceutical Supply Chain Participant," "State," and "State-Subdivision Agreement" are defined in the recitals to this MOA.

"Coordination group" refers to the group described in **Section E.7** below.

"County Incentive Fund" is defined in **Section G** below.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

"Incentive Eligible Local Government" is defined in **Section G** below.

"Local Abatement Funds" are defined in **Section B.2** below.

"Local Government" means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

"MDL Matter" means the matter captioned *In re: National Prescription Opiate Litigation,* MDL 2804 pending in the United States District Court for the Northern District of Ohio.

"MDL Parties" means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation,* MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

"National Settlement Agreement" means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.

"Parties" means the State of North Carolina and the Local Governments.

"Settling Defendants" means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

"State Abatement Fund" is defined in **Section B.2** below.

B. Allocation of Settlement Proceeds

1. Method of distribution. Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.

2. Overall allocation of funds. Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State ("State Abatement Fund"), (ii) 80% to abatement funds established by Local Governments ("Local Abatement Funds"), and (iii) 5% to a County Incentive Fund described in **Section G** below.

3. Allocation of funds between Local Governments. The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement; and (ii) to provide a reduced payment from the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.

4. Municipal allocations. Within counties and municipalities:

a. Local Governments receiving payments. The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.

b. Municipality may direct payments to county. Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

5. Use of funds for opioid remediation activities. This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.

6. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

D. Special Revenue Fund

1. Creation of special revenue fund. Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.

2. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

E. Opioid Remediation Activities.

1. Limitation on use of funds. Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.

2. Opportunity to cure inconsistent expenditures. If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.

3. Consequences of failure to cure inconsistent expenditures. If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.

4. Annual meeting of counties and municipalities within each county. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.

5. Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

a. Option A.

i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.

ii. **Exhibit A** may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on **Exhibit A** must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.

b. Option B.

i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.

ii. Before spending any funds on any activity listed in **Exhibit B**, but not listed on **Exhibit A**, a Local Government must first engage in the collaborative strategic planning process described in **Exhibit C**. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in **Exhibit C** (right-hand column).

iii. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** and wishes to continue implementing a strategy listed in **Exhibit B**, but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process every four years (or more often if desired).

iv. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** that wishes to implement a new strategy listed in **Exhibit B** but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process.

v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

6. Process for drawing from special revenue funds.

   a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

   b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

1. Audits under Local Government Budget and Fiscal Control Act. Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.

2. Audits under other acts and requirements. The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.

3. Audit costs. Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..

4. Access to persons and records. During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

5. Preservation of records. The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.

6. Reporting.

   a. Annual financial report required. In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.

   b. Annual financial report timing and contents. The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.

   c. Reporting to statewide opioid settlement dashboard. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:

      i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
      ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in **Section E.5.b.ii** above and **Exhibit C** (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
      iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
      iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

   The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

d. Copy to NCDOJ of any additional reporting. If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at opioiddocs@ncdoj.gov.

e. Compliance and non-compliance.

i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.

ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.

iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.

iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.

7. Collaboration. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

G. County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to **Section B.4.a** shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in **Section B.2.iii**, distributed pro rata among only Incentive Eligible Local Governments as set forth in **Exhibit G**. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

H. Effectiveness

1. When MOA takes effect. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.

2. Amendments to MOA.

    a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.

    b. Coordination group. The coordination group may make the changes authorized in **Exhibit D**.

    c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.

    d. General amendment power. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.

3. Acknowledgement. The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.

5. Application of MOA to settlements and bankruptcy resolutions. This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

6. Applicable law and venue. Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

7. Scope of MOA. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this MOA.

9. No effect on authority of parties. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.

10. Signing and execution of MOA. This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

EXHIBIT A TO NC MOA:
HIGH-IMPACT OPIOID ABATEMENT STRATEGIES ("OPTION A" List)

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words "fund" and "support" are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).

2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)

3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.

5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.

6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.

8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.

10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.

11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.

12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities ("OPTION B" List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[1]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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[1] As used in this Exhibit B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities that provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C to NC MOA:
COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
B	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
C	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
E	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
H	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommen-dations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body

ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

	STAKE-HOLDERS	**DESCRIPTION**	**CONTENT OF REPORT & RECOMMENDATIONS**
A-1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A-2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A-3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A-4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A-5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A-6	Law enforcement	Law enforcement and corrections officials	same
A-7	Employers	Employers and business leaders	same
A-8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A-9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A-10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

EXHIBIT D TO NC MOA:
COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
  - One county commissioner
  - One county manager
  - One county attorney
  - One county local health director or consolidated human services director

- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

- Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

- One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and

traditionally underrepresented groups; and the experience and perspective of persons with "lived experience." Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

RESPONSIBILITIES

a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:

   i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.

   ii. Whether the Local Government's expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA (if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).

   iii. Whether the Local Government followed the reporting requirements in the MOA.

   iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.

   v. Which processes (such as sampling) shall be used:
      i. To keep the costs of the audit at reasonable levels; and
      ii. Tailor audit requirements for differing levels of expenditures among different counties.

b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:

   i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;

   ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;

   iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;

   iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or

   v. Other information reported to the statewide opioid dashboard.

c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:

   i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;

   ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;

   iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;

   iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;

   v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;

   vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

EXHIBIT E TO NC MOA:
ANNUAL FINANCIAL REPORT

Each annual financial report must include the following financial information:

1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
2. The amount of Opioid Settlement Funds received during the fiscal year.
3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
   a. Human resource expenditures.
   b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
   c. Operational expenditures.
   d. Capital expenditures.
   e. Other expenditures.

7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
   a. The name of the sub-recipient.
   b. The amount received by the sub-recipient during the fiscal year.
   c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, "addiction treatment services" or "peer-support services" or "syringe service program" or "naloxone purchase").

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

EXHIBIT F TO NC MOA:
IMPACT INFORMATION

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year ("funded strategy"), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.

- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

STANDARD FORM

1. County or municipality and fiscal year covered by this report.

2. Name, title, and organization of person completing this report.

3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.

4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).

5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).

6. **One or more process measures,** addressing the question, "How much did you do?" Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.

7. **One or more quality measures,** addressing the question, "How well did you do it?" Examples: percentage of clients referred to care or engaged in care; percentage of staff with

certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

8. **One or more outcome measures,** addressing the question, "Is anyone better off?" Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.

9. In connection with items 6, 7, and 8 above, **demographic information** on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

SHORT FORM

1. County or municipality and fiscal year covered by this report.

2. Name, title, and organization of person completing this report.

3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.

4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

EXHIBIT G TO NC MOA:
LOCAL GOVERNMENT ALLOCATION PROPORTIONS

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR MADISON COUNTY AND ITS MUNICIPALITIES

County Government

MADISON COUNTY

By: Norris Gentry
Name: Norris Gentry
Title: Interim County Manager/Commissioner
Date: December 14, 2021

Municipal Governments

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Date run: 12/1/2021 10:23:39 AM
Data as of: 11/30/2021 7:10:57 PM

TR-304 Bill Release Report NCPTS V4

Report Parameters:

Release Date Start: 11/1/2021 Release Date End: 11/30/2021
Tax District: ALL
Default Sort-By: Bill #,Taxpayer Name,Release Date,Billing Date,Operator ID, Release Amount
Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount	Release Amount	Bill Amount
0000005476-2021-2021-0000-00-REG	FORE, FRANKIE LYNN	9/15/2021	Landfill error	DIANA	11/15/2021	1,378.17	180.00	1,198.17
0000000556-2021-2021-0000-00-REG	COUNTY OF MADISON,	9/15/2021	Landfill error	DIANA	11/9/2021	1,440.00	360.00	1,080.00
0000001444-2021-2021-0000-00-REG	REEMS, ROBERT GLENN JR.	9/15/2021	Bldg correction	DIANA	11/29/2021	35.00	5.00	30.00
0000001713-2021-2021-0000-00-REG	FRANKLIN, DALLAS H.	9/15/2021	Landfill error	DIANA	11/23/2021	660.29	180.00	480.29
0000001858-2021-2021-0000-00-REG	HENSLEY, J. C.	9/15/2021	Landfill error	DIANA	11/15/2021	891.03	180.00	711.03
0000001876-2021-2021-0000-00-REG	JOHNSON, ANSON ROBERT	9/15/2021	Landfill error	DIANA	11/15/2021	1,216.89	180.00	1,036.89
0000002298-2021-2021-0000-00-REG	ADAMS, CAROLE D.	9/15/2021	Landfill error	DIANA	11/15/2021	1,039.64	180.00	859.64
0000003932-2021-2021-0000-00-REG	HAMLIN, CHARLES OWEN	9/15/2021	Landfill error	DIANA	11/9/2021	318.21	180.00	138.21
0000004303-2021-2021-0000-00-REG	TATUM, PHILIP ERLE	9/15/2021	Acreage change	DIANA	11/9/2021	149.58	49.60	99.98
0000004456-2021-2021-0000-00-REG	SHELTON, JAMES	9/15/2021	Landfill error	DIANA	11/9/2021	753.52	360.00	393.52
0000004477-2021-2021-0000-00-REG	KISER, RONALD R.	9/15/2021	Landfill error	DIANA	11/12/2021	3,028.80	360.00	2,668.80
0000004556-2021-2021-0000-00-REG	COATES, BERNARD	9/15/2021	Wrong Bill	APRIL	11/9/2021	430.28	430.28	0.00
0000004670-2021-2021-0000-00-REG	CALDWELL, DAVID	9/15/2021	Landfill error	DIANA	11/15/2021	2,484.54	180.00	2,304.54
0000004829-2021-2021-0000-00-REG	HELTON, RALPH	9/15/2021	Landfill error	DIANA	11/15/2021	458.08	180.00	278.08
0000005139-2021-2021-0000-00-REG	THOMAS, HAZEL	9/15/2021	Landfill error	DIANA	11/15/2021	392.48	180.00	212.48
0000005359-2021-2021-0000-00-REG	GENTRY, MARION	9/15/2021	Landfill error	DIANA	11/9/2021	1,198.86	180.00	1,018.86
0000005563-2021-2021-0000-00-REG	RAMSEY, KENNY LE	9/15/2021	Landfill error	DIANA	11/12/2021	4,455.29	1,280.00	3,155.29
0000007092-2021-2021-0000-00-REG	KELLY, EDWARD A	9/15/2021	Landfill error	DIANA	11/15/2021	701.73	180.00	521.73
0000007643-2021-2021-0000-00-REG	ANGEL, JOYCE ANN	9/15/2021	Landfill error	DIANA	11/15/2021	828.45	180.00	648.45
0000008192-2021-2021-0000-00-REG	TOWN OF MARSHALL	9/15/2021	Landfill error	DIANA	11/12/2021	180.00	180.00	0.00
0000008193-2021-2021-0000-00-REG	TOWN OF MARSHALL	9/15/2021	Landfill error	DIANA	11/15/2021	720.00	360.00	360.00
0000008987-2021-2021-0000-00-REG	SILVER, JOHN L	9/15/2021	Landfill error	DIANA	11/23/2021	420.92	180.00	240.92
0000009287-2021-2021-0000-00-REG	FRANKLIN, OTIS	9/15/2021	Landfill error	DIANA	11/9/2021	1,925.07	180.00	1,745.07
0000009343-2021-2021-0000-00-REG	INGLE, HARLON	9/15/2021	Landfill error	DIANA	11/15/2021	1,614.93	180.00	1,434.93
0000009948-2021-2021-0000-00-REG	RALLIN, JACK C.	9/15/2021	Landfill error	DIANA	11/15/2021	534.04	180.00	354.04
0000010689-2021-2021-0000-00-REG	HOUSTON, RYAN	9/15/2021	Landfill error	DIANA	11/12/2021	874.62	180.00	694.62
0000011878-2021-2021-0000-00-REG	VERNON, DANIEL	9/15/2021	Landfill error	DIANA	11/23/2021	382.35	180.00	202.35
0000013582-2021-2021-0000-00-REG	SIRIGN, ROBIN ALENA	9/15/2021	Landfill error	DIANA	11/23/2021	1,617.95	360.00	1,257.95
0000014302-2021-2021-0000-00-REG	ARRINGTON, RONALD T.	9/15/2021	Landfill error	DIANA	11/1/2021	322.95	180.00	142.95
0000014754-2021-2021-0000-00-REG	HUNTER, TERRY L.	9/15/2021	Landfill error	DIANA	11/15/2021	392.86	180.00	212.86
0000014783-2021-2021-0000-00-REG	CRADDOCK, HUGH H.	9/15/2021	Acreage change	DIANA	11/12/2021	204.41	16.31	188.10
0000015622-2021-2021-0000-00-REG	BOWENS, EDDIE	9/15/2021	Landfill error	DIANA	11/15/2021	562.41	180.00	382.41
0000016244-2021-2021-0000-00-REG	GORDON, ANDREW S. AND ELAINE	9/15/2021	Landfill error	DIANA	11/23/2021	2,882.72	360.00	2,522.72
0000016385-2021-2021-0000-00-REG	CALDWELL, DAVID PIERSON	9/15/2021	Landfill error	DIANA	11/15/2021	503.22	360.00	143.22
0000017872-2021-2021-0000-00-REG	NORTON, MASON R. AND DEBORAH	9/15/2021	Landfill error	DIANA	11/15/2021	992.68	180.00	812.68
0000018100-2021-2021-0000-00-REG	ROLLINS, ROBERT L.	9/15/2021	Landfill error	DIANA	11/15/2021	316.33	180.00	136.33
0000018230-2021-2021-0000-00-REG	DONAVAN, DAVID P. AND SUZANNE	9/15/2021	Landfill error	APRIL	11/9/2021	671.86	180.00	491.86
0000018636-2021-2021-0000-00-REG	SHOEMAKE, MATTHEW	9/15/2021	Landfill error	DIANA	11/9/2021	202.92	180.00	22.92
0000018670-2021-2021-0000-00-REG	WORLEY, LINDLEY	9/15/2021	Landfill error	DIANA	11/23/2021	1,391.74	180.00	1,211.74
0000018733-2021-2021-0000-00-REG	BREAKAWAY TO GETAWAY, LLC A NC	9/15/2021	Landfill error	DIANA	11/15/2021	508.58	360.00	148.58
0000018783-2021-2021-0000-00-REG	RAMSEY, DEBORAH	9/15/2021	Landfill error	DIANA	11/15/2021	394.87	180.00	214.87
0000019111-2021-2021-0000-00-REG	MARS HILL COMMONS, LLC	9/15/2021	Landfill error	DIANA	11/19/2021	9,720.00	9,720.00	0.00
0000019141-2021-2021-0000-00-REG	LYLES, JOSEPH BRYAN	9/15/2021	Landuse change	DIANA	11/2/2021	4,600.31	385.14	4,215.17
0000021149-2021-2021-0000-00-REG	REEMS, GLENN JR	9/15/2021	Bldg correction	DIANA	11/29/2021	2,596.91	17.50	2,579.41
0000021149-2021-2021-0000-00-REG	REEMS, GLENN JR	9/15/2021	Bldg correction	DIANA	11/29/2021	2,579.41	38.35	2,541.06
0000567696-2020-2020-0000-00-REG	MAKEPEACE, ROGER S.	9/21/2020	Adjustment	DIANA	11/16/2021	198.32	99.16	99.16
0000567984-2021-2021-0000-00-REG	REEMS, GLENN JR	9/15/2021	Bldg correction	DIANA	11/29/2021	113.86	9.70	104.16
0000567990-2021-2021-0000-00-REG	BALL CITY BAPTIST CHURCH	9/15/2021	Landfill error	DIANA	11/23/2021	180.00	180.00	0.00
0000568266-2021-2021-0000-00-REG	HENSLEY, J. C.	9/15/2021	Landfill error	DIANA	11/15/2021	1,848.51	180.00	1,668.51
0000568409-2021-2021-0000-00-REG	CUTSHALL, JAMES	9/15/2021	Landfill error	DIANA	11/23/2021	513.47	180.00	333.47
0000568561-2021-2021-0000-00-REG	SHUFFLER, MISTY WARREN	9/15/2021	Landfill error	DIANA	11/12/2021	652.10	180.00	472.10
0000569092-2021-2021-0000-00-REG	GIFFORD, RANDALL PATRICK	9/15/2021	Landfill error	DIANA	11/3/2021	926.15	360.00	566.15
0000568852-2021-2021-0000-00-REG	LAMBERT, KAREN	9/15/2021	Bldg correction	DIANA	11/17/2021	1,483.61	259.14	1,224.47
0000569901-2021-2021-0000-00-REG	MORGAN, SHARON METCALF	9/15/2021	Landfill error	DIANA	11/9/2021	780.28	180.00	600.28
0000569954-2020-2020-0000-00-REG	MAKEPEACE, ROGER S.	9/21/2020	Adjustment	DIANA	11/16/2021	749.15	374.57	374.58
0000570019-2021-2021-0000-00-REG	HOUK, JONIKA	9/15/2021	Bldg correction	DIANA	11/4/2021	3,319.76	1,081.74	2,238.02
0000570218-2021-2021-0000-00-REG	DXD SALES	9/15/2021	Business closed	COLTON KENT	11/10/2021	14.75	14.75	0.00
0000570827-2021-2021-0000-00-REG	DUCKER, MICHAEL L.	9/15/2021	Assessed In Err	COLTON KENT	11/1/2021	140.73	137.48	3.25
0000571808-2021-2021-0000-00-REG	DAVID BROWN RENTAL	9/15/2021	Ownership	COLTON KENT	11/18/2021	36.87	36.87	0.00
0000571823-2021-2021-0000-00-REG	EAGLES NEST VILLA 202	9/15/2021	Business closed	COLTON KENT	11/8/2021	36.89	36.89	0.00
0000572153-2021-2021-0000-00-REG	GRANDJOUAN, DELPHINE CHRISTINE	9/15/2021	Landfill error	DIANA	11/9/2021	776.09	180.00	596.09
0000572358-2021-2016-0000-00-REG	Brown, Stevie Lee	9/15/2021	Bldg correction	DIANA	11/30/2021	1,073.62	845.91	227.71
Subtotal							24,183.10	
Total							24,183.10	

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Additional Owners	Refund Recipient Name	Refund Address Line 1	Refund Address Line 2	Refund City	Refund State	Refund Zip Code	Jurisdiction	Case No.	Appeal ID	Refund Amount ($)	Includes Negative Refund	MADISON Portion Refund ($)	Solid Waste Fees	Fire District	Fire Refund ($)
MADISON Refunds																						
2020	0000569454-2020-2020-0000-00	960067	REI	3043	Adjustment	11/16/2021 10:27:34 AM		MAKEPEACE, ROGER S.	4818 BIG PINE ROAD		MARSHALL	NC	28753	MADISON			356.73	N	356.73	0.00		0.00
2020	0000569454-2020-2020-0000-00	960067	REI	3043	Adjustment	11/16/2021 10:27:34 AM		MAKEPEACE, ROGER S.	4818 BIG PINE ROAD		MARSHALL	NC	28753	MADISON			43.05	N	0.00	0.00	BIG PINE FD	43.05
2021	0000007379-2021-2021-0000-00	8850	REI	3222	Landfill error	11/15/2021 2:34:14 PM	Others/Secondary	ROBISON, ANGELA MARIE	5429 RIVERREDGE LN		LEESBURG	FL	34748	MADISON			180.00	N	0.00	180.00		0.00
2021	0000001005-2021-2021-0000-01	1052	REI	3067	Landuse change	11/29/2021 2:25:46 PM		SILVER, JERED D.	312 SILVER MILL RD		MARSHALL	NC	28753	MADISON			140.50	N	140.50	0.00		0.00
2021	0000001005-2021-2021-0000-01	1052	REI	3067	Landuse change	11/29/2021 2:25:46 PM		SILVER, JERED D.	312 SILVER MILL RD		MARSHALL	NC	28753	MADISON			23.45	N	0.00	0.00	SLEEPY MOUNTAIN FD	23.45
2021	0000013033-2021-2021-0000-00	1874	REI	3253	Landfill error	11/23/2021 1:40:12 PM	Secondary	WARD, CECELIA R.	1289 ROBERTS HILL RD		MARSHALL	NC	28753	MADISON			180.00	N	0.00	180.00		0.00
	Subtotal																923.73		496.23	360.00		66.50

Authorization

______________________ Date

12/1/2021

Dear Grantee,

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

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

We will arrange for payment of the grant within 30 days of our receipt of a signed copy.

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

TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described in Exhibit A and in a manner consistent with the terms of this Agreement and the budget set forth in Exhibit A. Grantee must use the Grant to support one or more of the 18 counties and Qualla Boundary within the Grantor's Region. Grantee may not make any changes in the purposes for which the Grant is made or to any budget cost category that exceeds 10% [in a budget year] without the Grantor's prior written approval.

2. **Reporting.** The Grantee will submit to Grantor written reports detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date found in Exhibit A. As part of the financial final report, Grantee will report separately grant dollars spent by county benefited. In addition to written reports, Grantor may request stories that illustrate Grantee's impact – either by requesting that Grantee share such stories or provide access to individual(s) to interview for stories. Grantor may also request photographs that illustrate Grantee's work. Grantee will assume responsibility for securing all required photo releases and usage rights for any images provided to Grantor and provide verification of such to Grantor upon request.

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

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

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

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

   c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).

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

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

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

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

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

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

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

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

8. **Notice.** Grantee shall give the Grantor immediate written notice of any change in Grantee's tax-exempt or public charity status.

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

10. **Grant Announcements.** Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Grantor may include information on the grant in its periodic public reports.

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

12. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Grantor, its officers, directors, employees, or agents.

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

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

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

16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. The Grantor may also avail itself of any other remedies available by law.

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

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

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

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

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

If you have any questions concerning this grant or the grant agreement, please don't hesitate to email finance@dht.org or contact your DHT Impact Team contact.

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

Sincerely,

Dogwood Health Trust

Susan Mims
Susan Mims (Nov 10, 2021 06:54 EST)
Authorized Signature

Susan Mims, M.D., M.P.H.
Name

Interim CEO
Title

Nov 10, 2021
Date

Accepted on behalf of organization by:

Authorized Signature

Date: December 14, 2021

Mark Snelson
Name

Chairman, Board of Commissioners
Title

EXHIBIT A

Grantee legal name: County of Madison

Tax ID Number:56-6000316

Type of organization: Government Entity

Organization contact: Madison County Manager

Grantee Address: Po Box 579, Marshall, NC 28753

Madison County Government
Po Box 579
Marshall, NC 28753

Address for payment:
Madison County Government
Po Box 579
Marshall, NC 28753

Signatory Information:
Kary Ledford, Finance Officer
kledford@madisoncountync.gov

Dogwood Strategic Priority: Substance Use Disorder (100%)

Project title: Unified Madison - Opioid Response

Project:

This grant will support the County of Madison in planning for opioid settlement funding, including: facilitation and/or coordination of planning, needs assessment, data collection and/or analysis, partnership building, development of workforce, implementation, and/or sustainability plans, capacity building, and administration/reporting. Planning activities align with the Memorandum of Understanding executed by the North Carolina Attorney General's Office and the North Carolina Association of County Commissioners. This grant will enable Madison County to make a strategic and organized effort to execute the requirements of NC MOA while best serving the needs of the community. Grantee will hire a staff person to help facilitate the planning and strategy selection process through public meetings and stakeholder feedback. This will require collaboration between county leadership, community partners and residents. In addition, staff will oversee implementation and be responsible for NC MOA reporting requirements. Grantee agrees to send representation to cohort convenings as scheduled by Dogwood Health Trust.

Grant amount: $173,360.00

Budget:

Project Director Salary & Fringe Benefits: $67,000 x 2 years = $134,000
Office materials, computer and accessories, cell phone: $10,600
Travel expenses: $2,000 x 2 years = $4,000
Training expenses: $1,500 x 2 years = $3,000
Meeting expenses (food, planning materials, etc.): $3,000 x 2 years= $6,000
Admin (10%): $15,760

Counties served and anticipated allocation:

County	Anticipated Funding Allocation
Avery	0%
Buncombe	0%
Burke	0%
Cherokee	0%
Clay	0%
Qualla Boundary	0%
Graham	0%
Haywood	0%
Henderson	0%
Jackson	0%
Macon	0%
Madison	100%
McDowell	0%
Mitchell	0%
Polk	0%
Rutherford	0%
Swain	0%
Transylvania	0%
Yancey	0%

Outcome measurements (if any):

- *Completion of needs assessment in partnership with the public and from partner organizations in the community, which will guide the selection process of the strategies addressed by the NC MOA*
- *Completion of an implementation plan in support of the strategies selected*

Reporting requirements:

Grantee will submit annual reports to Dogwood Health Trust detailing the grant progress and including information on outcome measurements listed above.

Progress Report **Due Date: October 31, 2022**

Narrative Final Report **Due Date: January 31, 2024**

Financial Final Report **Due Date: January 31, 2024**

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

American Rescue Plan Fiscal Recovery Fund Premium Payment Policy

Revision Date: 12/14/2021

1.0 POLICY

The American Rescue Plan Act of 2021 contains provisions under the Coronavirus State and Local Fiscal Recovery Funds (ARP/CLFRF) which allows local governments to provide premium pay to eligible workers who perform essential work during the pandemic.

2.0 PURPOSE

The ARP provides funding to all North Carolina counties and municipalities to address pandemic-related and essential infrastructure needs. One of the eligible expenditure categories of ARP monies is to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay. The County has designated a portion of the funding received under the ARP towards a one-time premium payment to eligible employees.

Health Department employees selflessly performed essential work and placed themselves on the front line of the pandemic by providing COVID-19 Testing and Vaccinations. In addition, employees performed essential work processing the daily documentation necessary to support the Health Department, such as taking payments from citizens, processing daily receipts, and other essential work requiring the regular physical handling of documentation handled by the public or coworkers. For this valuable work, the County is responding in part by creating this policy on premium payments to eligible employees.

3.0 SCOPE

This policy applies to all eligible Health Department employees who performed essential work for the County.

4.0 DEFINITIONS

- 4.1 Eligible Employee – For the purpose of this policy, an Eligible Employee is an employee who was employed by the Health Department during the period of March 3, 2021-November 30, 2021 and who is actively employed on the date payment is issued to employees. **In addition, an Eligible Employees is an employee who was completed essential work directly related to COVID-19.**
- 4.2 Essential Work – Essential work is defined by the Federal Interim Final Ruling as work that:
    - Is not performed while teleworking from a residence; AND
    - Involves:
        - Regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
        - Regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work.

5.0 ORGANIZATIONAL RULES

- 5.1 State law prohibits premium payments to former employees who are no longer employed by the County, even if the former employee would otherwise qualify for retroactive premium pay according to the eligibility criteria established in this policy.

- 5.2 All premium payments made to employees will be run through the County's payroll system and treated as wages. Premium pay and cash bonuses must be included in gross income as compensation for services as determined in IR-2021-231. Premium payments are subject to employment taxes, retirement, and other such applicable withholdings.

- 5.3 All ARP monies are subject to most provisions of the federal Uniform Guidance (UG) 2 C.F.R 200, including contracting, internal controls, and auditing provisions. With respect to premium pay, this policy is meant to ensure compliance with 2 CFR 200.303.

- 5.4 The County's premium pay program should target low- and moderate-income employees. For eligible employees whose total wage is above 150% of the State's average annual wage for all occupations, the County will provide premium pay from its general fund. No ARP funds will be used towards a premium payment of employees whose total wage is above 150% of the State's average annual wage for all occupations. 150% above North Carolina's average annual wage is $76,515.

- 5.5 The County will follow the strict record retention practices required of ARP funds and will submit periodic Project and Expenditure Reports. The ARPA Grant Manager will ensure the County's compliance with the necessary US Treasury Reporting Requirements for ARP funds. The ARPA Grant Manager will be responsible for determining the total estimated costs of the Premium Pay Program, documenting the number of workers that receive premium pay, tracking total obligations and expenditures, and implementing internal controls.

6.0 PROCEDURES

- 6.1 The County has identified multiple tiers of employees who performed essential work during the period of time covered by this policy based upon the employee's job tasks and how those job tasks involved regular in-person interaction with patients, the public or coworkers of the employee performing the work or based on the regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of individuals performing the work.

Tier of Essential Worker	Premium Pay Amount
Tier 1	$4,000
Tier 2	$1,500
Tier 3	$500

Tier 1: Employees in Tier 1 oversaw the procedures put in place to manage the COVID-19 pandemic and were responsible for serving as hands on employees. Tier 1 employees worked in the vaccine clinics and in the testing center to give vaccines and tests and to manage the paperwork associated with each. Tier 1 employees had the most increased risk of exposure as they were responsible for overseeing and supervising the operations related to the COVID-19 Pandemic. Tier 1 employees were responsible for both regular in-person interactions with patients, the public, or coworkers of the individual performing the work **and** regular physical handling of

items that were handled by, or are to be handled by patients, the public, or coworkers performing the work.

Tier 2: Employees in Tier 2 assisted the public and patients directly. Tier 2 employees gave COVID-19 Tests and administered Covid-19 Vaccinations. Tier 2 employees were responsible for regular in-person interactions with patients, the public, or coworkers performing the work.

Tier 3: Employees in Tier 3 served in a support role. Tier 3 employees assisted with contact tracing, and handled paperwork that had been handled by the public and patients. Tier 3 employees were responsible for the regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual performing the work.

- 6.4 ARP premium pay funds will be issued to eligible employees on a lump sum basis. Funds will be included on the regular pay date **December 24, 2021**. Employees on an approved leave of absence from the employer on **December 24, 2021**, such as on Family Medical Leave who would otherwise be eligible for premium pay, are eligible for premium pay under this policy.

- 6.5 It is at the discretion of the Board of Commissioners as recommended by the Board of Health to determine what tier an employee falls under.

Madison County
Board of Commissioners

Attachment 11.1

Budget Amendment #6
December 14, 2021

Description	Line Item	Debit	Credit
Economic Development			
Salaries	10.4356.1210		$ 15,385.00
FICA	10.4356.1810		$ 777.00
Retirement	10.4356.1820		$ 1,759.00
Rent	10.4356.4120		$ 2,000.00
Professional Services	10.4356.1990	$19,921.00	
Parks and Recreation			
Reese Steen/Barnard Park	10.3770.3400		$ 30.00
Barnard Park	10.6130.6400	$30.00	
Received additonal to what was budgeted			
Finance			
Misc. Income	10.3836.1100		$ 2,500.00
Payment for parking from film production.			
Tax Assessor			
Salaries	10.4140.1210		$ 5,500.00
Salaries -Temporary	10.4141.1260	$ 5,500.00	
To cover salaries for temporarty position.			
Animal Control			
Vergera Memorial Fund	10.3438.6600		$ 15,000.00
Vergera Memorial Fund	10.4380.6600	$ 15,000.00	
Beneficiary to estate			
School Debt Service			
School Debt Service Interest Reimburs	10.3900.9000		$ 200,000.00
School Debt Service	10.7100.3000	$ 200,000.00	
To record the forgiveness on the school debt for audit purposes			
Sales Tax			
1/4 cent sales tax	10.3232.3115		$44,571.02
Education/Schools			
1/4 cent sales tax	10.5911.7200	$44,571.02	
Contingency	10.7000.0000	$ 2,500.00	

We are at 41.95 of the FY22 budget.

Attachment 12.2

Bank balances at November 30, 2021 are as follows:

	Unrestricted	Restricted
General Fund	$4,036,256.55	
Debt Service Fund	$48,528.51	
Capital Outlay Fund	$326,137.27	
Capital Management	$11,460,700.71	
Occupancy Tax Fund		$201,571.01
Revaluation Fund		$74,414.12
Tourism Development		$1,121,815.20
Automation Fund		$153,494.87
Drug Seizure Fund		$6,951.69
Inmate Trust Fund		$46,987.34
Soil & Water Conservation		$62,360.84
Total of All Accounts:	$15,871,623.04	$1,667,595.07

New Jail Loan	$ (607,008.00)	(Due in February)
School Debt Service	$ (429,667.00)	(Due in February)
40-42 Set Aside for Schools	$ (1,476,421.01)	
Unspent Grant/Restricted Proceeds	$ (767,625.28)	
Adoption Promotion Fund	$ (146,388.70)	
Encumbered Amounts	($5,852,328.83)	
Total assigned and restricted Bank Balances	$ (9,279,438.82)	

	General	Landfill	911
Unassigned and Unrestricted totals by Fund:	$1,370,321.03	$243,647.09	$0.00

SUMMARIES:

Percentage of budget at November 2021 is:

All Funds:		YTD	% OF BUDGET
Revenues	$5,411,243.72	$14,837,126.07	49.16
Expenditures	$1,917,865.27	$10,779,546.34	28.91

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/20
Revenues to Date:	$4,787,404.61	$13,418,250.23		46.54	$11,718,486.29
Expenditures to Date:	$1,759,836.67	$9,902,158.35	$ 5,137,957.83	35.1	$9,622,142.34
Gain/Loss to Date:	$3,027,567.94	$3,516,091.88			$2,096,343.95

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/20
Revenues to Date:	$612,107.19	$1,359,763.53		58.97	$1,215,879.77
Expenditures to Date:	$151,213.60	$832,269.05	$714,371.00	36.04	$759,235.54
Gain/Loss to Date:	$460,893.59	$527,494.48			

Contingency

911 Emergency Telephone Services	MTD	YTD	% OF BUDGET	Year to Date 11/20
Revenues	$11,731.92	$59,112.31	41.99	$64,841.43
Expenditures	$6,815.00	$39,118.94	15.6	$85,241.14
Gain/Loss	$4,916.92	19,993.37		($20,399.71)

Contingency $-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 11/20
Vehicle Tax	$90,367.70	$389,693.83	38.97	$491,645.92
Overages/Underages				
Ad Valorem Tax Interest	$10,279.24	$58,763.75	45.2	$41,795.47
Late Listing Fee	$1,466.30	$6,623.28	44.16	$5,745.05
Legal Fees				
2009 Ad Valorem Tax		$336.60		
2010 Ad Valorem Tax		$369.60		$130.02
2011 Ad Valorem Tax	$17.29	$983.29	19.67	$768.37
2012 Ad Valorem Tax		$1,615.08	23.07	$591.93
2013 Ad Valorem Tax	$45.69	$3,193.16	45.62	$1,855.04
2014 Ad Valorem Tax	$336.43	$3,061.43	38.27	$1,263.53
2015 Ad Valorem Tax	$878.58	$4,859.38	54.49	$2,782.31
2016 Ad Valorem Tax	$1,124.66	$8,654.85	43.27	$6,687.83
2017 Ad Valorem Tax	$8,478.60	$20,977.88	67.93	$11,252.86
2018 Ad Valorem Tax	$2,036.54	$25,594.23	42.66	34,033.18
2019 Ad Valorem Tax	$5,611.86	$45,287.99	45.29	129,472.09
2020 Ad Valorem	$10,245.44	$974,360.05	51.28	5,520,603.87
2021 Ad Valorem	$3,352,971.92	$5,884,134.70	49.56	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps	$22.50	$414.00	207	$24,405.65
Tax Office Copies				
Returned Check	$318.34	$343.34		$879.93
Refunds/Overpayment of Taxes	$6,984.35	$11,469.38		$2,000.00
Contra: Returned Check	$13,074.86	$16,177.31		
Sale of Foreclosed Property				
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming		$3,588.77	35.89	
Sales Tax	$515,450.00	$1,069,674.29	19.81	$1,280,787.63
Gas Tax Refund/State	$3,014.71	$4,806.35	24.03	$3,815.41
Payment In Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court	$5,743.57	$27,744.00	55.49	$23,781.61
Board of Elections		$55.00	0.41	
Register of Deeds	$57,773.75	$280,582.15	83.26	$228,190.25
Sheriff's Department	$143,850.06	$468,987.76	27.48	$606,183.24
Emergency Management		$439.80	1.14	
Inspections	$26,452.56	$112,881.77	60.75	$84,712.59
Animal Control	$16,107.00	$21,028.00	110.67	$16,226.09
Transportation	$58,694.37	$199,911.59	39.02	$76,605.34
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJDP	$8,035.00	$40,220.00	12.06	$164,679.70

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 11/20
Health Department	$ 193,037.54	$ 1,279,288.97	50.76	$ 812,423.01
Medicaid Hold Harmless Tax		$ 86,912.75	100	$ 58,054.46
Social Services	$194,217.62	$730,150.53	31.6	$725,148.98
AFDC				
Foster Care	$26,398.83	$181,263.93	26.17	$145,511.57
Medicaid				$370.00
Adoption	$ 1,275.00	$2,775.00	1.47	$117,426.07
Child Support Enforcement	$7,259.21	$22,637.52	20.14	$33,640.31
In Home Aides		$6,105.22	7.02	$16,505.98
Beech Glen Center	$1,305.00	$2,850.00	57	
Nutrition	$1,406.73	$36,171.87	20.78	$47,079.04
State Lottery Funds/Education				
Library	$12,733.75	$41,077.25	36.96	$35,645.50
Parks & Recreation	$1,020.00	$4,831.00	42.05	$3,670.00
Interest Earned	$168.26	$607.24	21.69	$1,153.36
Rent of County Property	$5,052.50	22297 1/2	33.92	$24,187.50
Finance/Other	$108.86	$7,025.79	41.33	$6,419.54
Miscellaneous Income	4,040.00	$ 68,982.21	100	$95,312.84
Fund Transfer In				
Totals	4,787,404.61	13,418,250.23	46.54	$11,718,486.29

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/20
Governing Body	$4,773.00	$41,947.19		32.46	$92,483.97
Finance Office	$29,660.51	$211,592.65		28.64	$189,090.14
Tax Collector	$17,437.75	$96,695.31	$ 40,000.00	30.83	$90,157.54
Tax Supervisor	$15,480.37	$86,765.19		33.21	$85,198.23
Land Records	$6,695.78	$34,868.08		36.93	
Professional Services		$19,725.00		30.35	
Court Facilities	$292.38	$4,177.07	$ 10,098.00	10.75	$5,313.20
Board of Elections	$19,723.00	$86,936.67		23.93	$202,076.08
Register of Deeds	$33,841.75	$158,718.78		50.69	$141,321.78
Register of Deeds- Automation	979.98	$11,979.98	$ 1,000.00	108.91	$19,999.00
Custodial	4889.05	$29,123.46		33.92	
Maintenance	$23,895.30	$153,194.52	$ 57,103.30	25.25	$140,623.19
Sheriff's Department	$308,371.95	$1,736,998.18	$ 7,979.32	39.71	$1,243,385.74
Emergency Management	$5,765.92	$41,517.35		38.14	$32,103.76
911 Dispatchers	$46,364.82	$278,877.41	$ 4,927.00	38.29	$278,080.93
Fire Contract/Forest Service		$19,104.66		19.6	$12,105.82
Inspections	$26,442.50	$135,732.53	$11,848.00	43.3	$89,955.99
Economic Development	$5,089.34	$21,633.32	$10,000.00	18.42	$32,956.61
Medical Examiner	$2,750.00	$5,500.00		44	$4,150.00
Ambulance Service Contract	$142,916.67	$714,583.35	$1,572,083.00	41.49	$714,583.35
Animal Control	$19,001.01	$121,688.19		30.91	$112,255.74
Transportation - Admin	$8,914.58	$49,631.57		40.03	$42,698.14

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/20
Transportation - Operating	$28,069.36	$155,664.03	$11,724.00	33.47	$101,890.63
Transportation - Capital Outlay					
Transportation - EDTAP					$67.50
Planning & Development	1,219.29	$71,741.40		15.27	$70,903.68
Information Technology	17,065.87	$103,334.68	$2,797.00	39.65	$98,117.03
Cooperative Extension	18,615.57	$94,529.27	$14,554.00	29.84	$79,823.62
Soil & Water	$10,557.92	$56,044.53		36.34	$52,641.84
Health Department	$264,245.16	$1,318,243.64	$76,159.00	35.35	$1,073,019.87
Drug Free Community	5812.61	$33,211.98	8375	26.4	$65,303.83
Management Admin.	$3,239.40	$160,038.77		28.88	$233,264.92
Social Services	$205,990.03	$1,057,144.75	$105,000.00	33.79	$1,084,932.76
AFDC		$612.27		7.65	$2,830.26
Special Assistance	$5,954.04	$37,884.39		29.14	$41,774.49
State Foster Care		$68,348.63		9.76	$48,916.17
Foster Care Program		$78,322.65		19.1	$63,955.83
Medical Assistance Program					
Adoption Assistance	$6,846.75	$44,783.91			$46,326.26
Crisis Intervention	$630.56	$3,792.16		1.99	$5,631.77
Child Support	$6,861.89	$39,613.53	$6,911.00	29.7	$37,138.09
In Home Aides	$4,921.47	$39,059.14		25.75	$52,478.29
Nutrition	$39,449.92	$209,391.87	$77,489.21	33.48	$203,209.47
Education	$353,791.01	$1,937,554.53	$ 3,053,120.00	41.07	$2,399,013.00
A-B Technical College	$9,542.00	$47,710.00	$ 66,790.00	41.67	$47,710.00
Bank Charges	$2,103.33	$6,561.50		37.49	$6,378.34
Library	$46,908.90	$224,189.38		38.04	$204,889.86
Parks & Recreation	$7,794.23	$53,090.68		38.27	$34,479.47
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	$1,759,836.67	$9,902,158.35	$ 5,137,957.83	35.1	$9,622,142.34

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 11/20
Transfer From Fund Balance				
Landfill Miscellaneous Fees				
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee	$ 8,868.02	$8,868.02	44.34	$170.20
Local Tire Disposal Fee	$18.00	$267.00	38.14	$573.00
White Goods Tax				
Sale of White Goods	$4,036.20	$20,799.20	173.33	$6,794.80
Household Hazardous Waste				
Temporary Disposal Cards	$5,415.32	$26,072.82	93.12	$50,176.61
Dupilcate Disposal Cards	$215.00	$48,741.35	348.15	$10,409.70
Landfill Disposal Cost Fees	$4,144.30	$69,060.65	55.25	$45,200.91
Landfill Sale of Recyclables	$12,170.95	$44,001.19	137.5	$14,245.22
Nuisance Tires				
Disposal Cards	$566,511.42	$1,102,946.67	54.64	$1,053,781.39
Construction Demolition	$3,066.55	$16,954.72	44.62	$20,714.80
Solid Waste Disposal Distribution	4578.8	$8,982.00	89.82	$4,331.39
Grant/State				
Electronics Management		$6,885.00	114.75	1320
Electronics (County)				
Interest				
Totals	$612,107.19	$1,359,763.58	58.97	$1,215,879.77

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/20
Landfill	$135,618.83	$743,403.79	$700,914.00	36.6	$664,821.77
Recycling	$15,353.57	$75,257.09	$3,788.00	30.65	$81,908.04
Scrap Tires	$241.20	$13,608.17	$9,669.00	51.35	$12,473.69
White Goods					
Closure/Post Closure					
Totals	$151,213.60	$832,269.05	$714,371.00	36.04	$759,235.54