

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, April 14, 2020 at 7:00 p.m. via electronic meeting access.

<https://zoom.us/j/871972495?pwd=Z1poK0ZNbXJLaC8rV05nMUQrdTcxUT09>

Meeting ID: 871 972 495

Password: 3DX7OR

In attendance were Chairman Craig Goforth; Vice-Chairman Mark Snelson; Commissioners Norris Gentry, Wayne Brigman, and Matt Wechtel; County Manager Mark Pullium; County Attorney Donny Laws; Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Goforth.

Agenda Item 1: Agenda Approval

Commissioner Gentry requested the addition of North Carolina Association of County Commissioners Information. Chairman Goforth recommended to add North Carolina Association of County Commissioners Information as Item 8 and move the existing Agenda Item 8, Madison Asphalt Litigation-File Number 19-CVS-340 to Item 9.

County Manager Mark Pullium requested to amend the presentation of Item 4 from presenter Billy Clarke to Mark Pullium as presenter.

Upon motion of Commissioner Wechtel and second by Commissioner Gentry the Board voted unanimously to approve the amended agenda as presented.

Chairman Goforth requested that Mr. Pullium restate the agenda amendment that he had requested. Mr. Pullium restated the information.

(Attachment 1.1)

Agenda Item 2: Approval of March 10, 2020 (Special) Minutes; March 10, 2020 (Regular) Minutes; March 16, 2020 (Emergency) Minutes; March 17, 2020 (Emergency) Minutes

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve the minutes as submitted.

Agenda Item 3: Public Comment

Board Clerk Mandy Bradley read comments submitted to the Board via email.

Cindie Harman-Ms. Harman submitted information regarding voting.

Christopher Henderson-Mr. Henderson submitted information regarding drive-in church.

Gospel Music GM-Mr. Music submitted information regarding drive-in church.
James Hollifield-Mr. Hollifield submitted information regarding drive-in church.
Christian Trull-Mr. Trull submitted information regarding church services.
Mark B421-Mr. B submitted information regarding drive-in church.
Connie Banks-Ms. Banks submitted information regarding drive-in church.
Bruce Diltz-Mr. Diltz submitted information regarding drive-in church.
Vickie Hollifield-Ms. Hollifield submitted information regarding drive-in church.
(Attachment 3.1)

Agenda Item 4: Mark Pullium, County Manager

Mr. Pullium presented and discussed with the Board, an Economic Development Incentive Agreement between Madison County and Asheville Kombucha Mamas, LLC.

Discussion was had by the Board. Commissioner Wechtel requested to clarify section 7d. Mr. Pullium advised Commissioner Wechtel that he would double check the agreement and clarify the correct figure of the agreement. Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve the agreement based on that clarification. County Attorney Donny Laws tried to address the Board, but was prevented from doing so due to loss of sound from his host.
(Attachment 4.1)

Agenda Item 5: Tammy Cody, Health

Ms. Cody presented and discussed as well as offered to take questions from the Board on information regarding the State of the County's Health (STOCH) yearly report which includes health priorities including physical activity and nutrition as well as substance use and mental health. Also, discussed were actions being taken to address these issues in the community as well as programs and initiatives that have been implemented in the past year.

Agenda Item 6: Kary Ledford, Interim Finance Director

a. Budget Amendment #9

Ms. Ledford presented and discussed Budget Amendment #9 with the Board. (Attachment 6.1)

Questions from the Board were taken by Ms. Ledford and discussion was had by the Board. Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to approve as recommended by the acting Finance Officer.

b. March Financial Report

Ms. Ledford presented and discussed the March Financial Report with the Board. Questions from the Board were taken by Ms. Ledford. (Attachment 6.2)

Agenda Item 7: Mark Pullium, County Manager

a. Telemed Jail Health Contract Update

Mr. Pullium presented and discussed information as well as answered questions from the Board regarding the Telemed Jail Health Contract Update.

Discussion was had by the Board. Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 7.1)

b. Tax Refunds and Releases

Mr. Pullium presented and discussed with the Board, the tax refunds and releases. Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to approve as recommend by the tax office and manager. (Attachment 7.2)

c. Public Records Request Policy

A Public Records Request Policy draft was presented and discussed with the Board for informational purposes. Mr. Pullium noted that at a future meeting, the Board will have the opportunity to adopt the policy.

d. Inmate Labor Contract

Mr. Pullium presented and discussed the Inmate Labor Contract with the Board that will begin on 7/1/2020 and end on 6/30/21. Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 7.3)

e. Board of Equalization and Review Schedule

Future meetings of the Board of Equalization and Review were discussed with the Board by Mr. Pullium so that the first meeting could be scheduled. Discussion was had by the Board who agreed that the initial meeting be scheduled for April 20, 2020 to begin at 9:00 a.m. in Room 26 at the Madison County Admin Building.

Agenda Item 8: Norris Gentry, Commissioner

Commissioner Gentry discussed and reviewed with the Board, priorities for economic stabilization for North Carolina Counties set forth by the North Carolina Association of County Commissioners during the COVID-19 Pandemic.

Agenda Item 9: Donny Laws, County Attorney

Mr. Laws discussed the Madison Asphalt Litigation File # 19-CVS-340. Chairman Goforth called for a motion to enter into closed session pursuant to North Carolina law. Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to enter into closed session pursuant to North Carolina General Statute 143.318.11 for the discussion of legal matters.

Upon council by County Attorney Donny Laws, the Board was advised of the legal obligations needed in citing the name of the case and file number upon entering into closed session. Mr. Laws noted that to go into closed session, the motion needed to be amended to include North Carolina

General Statute 143-318.11 (a) (3) Madison Asphalt vs. Madison County 19-CVS-340. Commissioner Gentry amended his original motion to enter into closed session pursuant to North Carolina General Statute 143.318.11 (a) (3) Madison Asphalt vs. Madison County File Number 19-CVS-340. The motion was seconded by Commissioner Brigman and unanimously approved by the Board.

Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to enter into open session.

Agenda Item 10: Adjournment

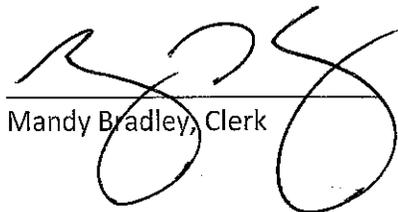
Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson, the Board voted unanimously to adjourn.

This the 14th day of April, 2020.

MADISON COUNTY


Craig Goforth, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
April 14, 2020

Attachment 1.1

7:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Approval of March 10, 2020 (Special) Minutes, March 10, 2020 (Regular) Minutes, March 16, 2020 (Emergency) Minutes, March 17, 2020 (Emergency) Minutes
3. Public Comment
4. Mark Pullium, County Manager
Asheville Kombucha Mamas, LLC-Consideration of Incentive Agreement
5. Tammy Cody, Health Director
State of the County's Health Report
6. Kary Ledford, Interim Finance Officer
 - a. Budget Amendment #9
 - b. March Financial Report
7. Mark Pullium, County Manager
 - a. Jail Telemed Contract Update
 - b. Tax Refunds and Releases
 - c. Public Records Request Policy Discussion
 - d. Inmate Labor Contract
 - e. Board of Equalization and Review Schedule
8. Norris Gentry, Commissioner
North Carolina Association of County Commissioners Information
9. Donny Laws, County Attorney
Madison Asphalt Litigation-File No. 19-CVS-340
10. Adjournment

Public Comment for Commissioner meeting- April-14-2020

From: Cindie Harman <cindie.harman@gmail.com>

Sent: Fri, Apr 10, 2020 at 8:54 pm

To: mbradley@madisoncountync.gov

Attachment 3.1

Why has Roy Cooper overreached and forced more restrictions on the citizens of North Carolina, and why has County Commissioner Craig Goforth followed along like a lost child?

Why are the county commissioners and Governor Cooper doing everything they can to make the Citizens of this state more miserable than they already are?

It appears these draconian lockdown measures are more political than necessary. Cooper and his State Board Of Elections Karen Brinson Bell are even floating an idea of forcing our elections to be all mail-in ballots this November.

This is a George Soros initiative being floated throughout the Country in order to help Democrats cheat in our November Elections.

Judicial Watch filed a lawsuit April-9 - 2020 against North Carolina and two of its counties for failing to clean their voter rolls. According to Judicial Watch's analysis of voter registration data, many of North Carolina's 100 counties have large numbers of ineligible voters on their rolls.

Judicial Watch also alleges that the States' own data shows that North Carolina has nearly one million inactive voters on its rolls.

You commissioners and Roy Cooper may think you are justified in these actions. Still, numerous lawsuits have recently been filed in this state claiming individuals & businesses liberties are restricted. Attorney General Barr expressed concerns this week, stating- "I'm very concerned about the slippery slope in terms of continuing encroachments on personal liberty."

The Medical community Model data does not fit the exaggerated actions implemented by this state and the Madison County Commissioners.

These actions and responses are destroying lives.

Using this WuFlu to profit your agendas is despicable and won't be forgotten.

Cindie Harman
Spring Creek

Drive-In Church

From: Christopher Henderson <cdh13cdh@icloud.com>

Sent: Sat, Apr 11, 2020 at 11:45 am

To: mbradley@madisoncountync.gov

Dear Madison County Government:

This letter is written regarding drive-in church

I would ask that you please allow drive-in church , Why is it that the Ingles , restaurant, etc. parking lot can be full and is fine , but parking at Church isn't allowed , it is also allowed to go thru a drive thru at a restaurant where you are 1 FT from someone giving you there food , yet we can't park at our church , with our windows up , we put the only county in NC that can't , even our governor said we could!!! Does the constitution and freedom of religion not exist anymore! I would ask that you please do the right thing and allow drive-in church. - Concerned citizen.

Drive-In Church

From: Gospel music GM <cumminsmega00@gmail.com>

Sent: Sat, Apr 11, 2020 at 11:48 am

To: mbradley@madisoncountync.gov

Dear Madison County Government :

Please allow drive in church , our governor and 99 out of 100 counties in NC says it's Ok , yet our county won't allow it , if we don't draw close to God thru this , our county will be in even worse shape , and infringing on our constitutional rights to meet is not good!!! Please reconsider

- Concerned citizen.

How and Why

From: James Hollifield <revroundman@gmail.com>

Sent: Sat, Apr 11, 2020 at 12:46 pm

To: mbradley@madisoncountync.gov

How is it legal to restrict or suspend our first amendment rights of the free exercise of religion and assembly? What provision in the U.S. constitution gives ANYONE that ability?

Secondly, why has it been restricted here? We have no cases, were following cdc guidelines and social distancing requirements. Not even the biggest, most populated city in the state has gone to the extremes Madison has. Charlotte-Mecklenburg is still allowing drive in church. Seems to me that parking in Ingles' parking lot and using Ingles' restrooms is far riskier than drive in services at a church. I am wondering if our government is just testing the church folk to see how much we will put up with.

To be presented to the county commissioners at the

next meeting. James Hollifield 680-9650

P.S. I am in the high risk category, and I'm perfectly comfortable going to church. Absolutely no worries about this virus whatsoever. Jesus said to his disciples "fear not." Since I know him, I am not afraid if I do catch it.

public comment for commissioners meeting

From: Christian Trull <trull.christiane@gmail.com>

Sent: Sat, Apr 11, 2020 at 2:45 pm

To: mbradley@madisoncountync.gov

Dear County Commissioner,

I have some questions about why you closed down churches but you did not close down bars? Why are you letting people get there booze but not letting us Christians hear the man of God preach? I hope you know you are going against the First Amendment. I am fifteen years old and I am also a preacher. I love church because the pastor will preach a message that will encourage me to keep me serving God throughout the week. Not all of our church members have internet access . Many may not even have cell signal in their respective areas. The lack of these services combined with the county order effectively stops some of our members from being able to take part in any worship services I am praying for you and have a blessed day.

Drive in Church

From: markb.1421 <markb.1421@gmail.com>

Sent: Sun, Apr 12, 2020 at 8:37 am

To: mbradley@madisoncountync.gov

I ask that you please reconsider the "Denial of Drive in Church" in Madsion County. I think Madison County is one of, if not the only Country in NC, that's not allowed to have Drive in Church...

It's perfectly fine to go to Walmart and walk around with 100's of people, but It's not okay for me to go to my Church parking lot, sit in my car with my family, windows up and listen to my pastor preach on the radio. There's something very wrong with that...

Again, please reconsider the Denial of drive in Church in Madison County.

Thank you,

Sent from my U.S.Cellular® Smartphone

Fwd: Drive in Church

From: Connie Banks <conniebanks486@gmail.com>

Sent: Sun, Apr 12, 2020 at 9:12 am

To: mbradley@madisoncountync.gov

I ask that you please reconsider the "Denial of Drive in Church" in Madison County. I think Madison County is one of, if not the only Country in NC, that's not allowed to have Drive in Church...

It's perfectly fine to go to Walmart and walk around with 100's of people, but It's not okay for me to go to my Church parking lot, sit in my car with my family, windows up and listen to my pastor preach on the radio. There's something very wrong with that...

Again, please reconsider the Denial of drive in Church in Madison County.

Thank you.

Dear Sirs of the Madison Co. Commission

From: Bruce Diltz <diltzconstruction@gmail.com>

Sent: Sun, Apr 12, 2020 at 4:37 pm

To: mbradley@madisoncountync.gov

Dear Sirs of the Madison Co. Commission

As a Christian family living in Madison Co. , we request your attention to the restriction of drive in churches. In as much as we would love to be able to assemble in our house of worship, we recognize the health risks and will abide by the ruling to not assemble in a closed setting. However! To address this in a common sense way, cars in a parking lot does not pose as high a health risk as going into an essential store such as dollar general or Ingles. I am unsure as to why Madison Co. has continued this ban on churches when other surrounding counties has lifted theirs. We are law abiding citizens and feel as tho this is becoming an affront based on religious bias. We are asking that you reconsider your continual decision in restricting our constitutional Right to Freedom of Assembly. This is a very important part of our heritage. We understand the pressure on the government at the moment, but ask that you use common sense in this decision of drive in church. We absolutely cannot pass germs sitting in our cars listening to the man of God preach. As government officials you have an obligation to all people of Madison Co. That includes Christian families following the law enforced upon them against our will. Please discontinue this ban on drive in church

Thank You for your time

The Diltz Family

Madison county NC

Sent from my iPhone

Public Comment for Board Meeting

From: Vickie Hollifield <vickie.hollifield@gmail.com>

Sent: Mon, Apr 13, 2020 at 2:18 pm

To: mbradley@madisoncountync.gov

County Commissioners,

I wanted to voice my opinion during this meeting on your decision to restrict this county to live stream only services during this COVID-19 virus. I used to take pride in being able to say that I am from Madison County a conservative county who wouldn't infringe on peoples right like other surrounding counties might. I can no longer take pride in being from Madison County currently because you all have chosen to infringe not only on the First Amendment guarantees provided by the US Constitution but also on the Article One Section Thirteen Amendment guarantees provided by the NC Constitution. I would have never imagined I would see the day when our sweet country county would go against everything we fought for when we left Great Britain. Our ancestors fought to include the Bill of Rights for just this reason. They knew government could use a "crisis" to take the freedom of the people. That is why this has been so disheartening. We have watched the bars remain open for curbside service raising the risks of DUIs while telling Christians they can't have drive-in services when that is not putting anyone at risk. I would advise you to trust your local pastors to take care of their flock and know that if they feel that it's too risky to do drive-in service then they want do it. God has put them in place to care for their members for a reason so trust them. Please stop living in fear of what might happen and trust that God is fully in control of all of this.

Sincerely,

Vickie Hollifield

Building Reuse Fund, for the purpose of renovating the Company's existing headquarters and authorizing matching funds for the Grant from the County up to \$17,500; and

WHEREAS, the County, on August 14, 2018, adopted a Resolution authorizing the County to apply for a grant, on behalf of the Company, from the North Carolina Department of Commerce's One North Carolina Fund for the purpose of retaining the Company in Marshall and authorizing County matching funds of up to \$28,000; and

WHEREAS, the County applied for and the Company has been awarded, a grant from the Rural Building Reuse Fund in the amount of \$350,000; and

WHEREAS, the County applied for and the Company has been awarded, a grant from the One North Carolina Fund in the amount of \$50,000; and

WHEREAS, the Company, before the end of 2019, invested \$2,000,000 in improvements to the site including equipment; and

WHEREAS, the Company, before the end of 2019, hired 28 additional employees to work at the Site and the 28 individuals have been employed for at least six months; and

WHEREAS, the Company has received \$350,000 from the Rural Building Reuse Fund; and

WHEREAS, the Company has received \$18,526.27 from Madison County's General Fund;

WHEREAS, the Company and the County intended to enter into this Economic Development Incentive Agreement in 2019, but inadvertently failed to do so; and

WHEREAS, the Company and the County need to have this Economic Development Incentive Agreement in place in order for the Company to receive funds from the One North Carolina Fund and for the County to spend matching funds for the One North Carolina Fund; and

WHEREAS, the Company has established, through the Project, an important presence in the County by making an investment in the Project and hiring, training and developing a large number of local employees. The County acknowledges that the terms of this Agreement, including specifically the incentive grant herein, and other assistance described in this Agreement, constitute a dispositive inducement to the Company to locate the Project at the Site. Similarly, the Company hereby acknowledges that its decision to locate the Project at the Site resulted from the County's offer of local incentives and other assistance described in this Agreement; and

WHEREAS, the County is a political subdivision of the State of North Carolina having all of the powers, authorities and prerogatives of counties under the Constitution and other laws of the State; and

WHEREAS, the Company is a private limited liability company organized under the laws of the state of North Carolina; and

WHEREAS, the definitions applicable to this Agreement are as follows:

DEFINITIONS

"Agreement" means this Economic Development Incentive Agreement.

"Applicable Percentage" means seventy-five percent (75%).

"Applicable Tax" means, when applied to the Company, the ad valorem tax payable by the Company in respect of any fiscal year of the County, or any part thereof, calculated by adding (x) the value of the Company's real estate as determined by appraisal conducted in the manner customarily employed for determining tax values of real property located in Madison County and (y) the value of the Company's personal property as listed on the Company's Business Personal Property Listing form and multiplying the sum by (z) the applicable tax rate adopted by the County's Board of Commissioners. For purposes of this Agreement, Applicable Tax, means that tax that is attributed to "new net value".

"Authorized Company Representative" means any one of the President, any Vice President, the Chief Financial Officer or any other officer of the Company designated to the County in writing as an authorized representative of the Company for purposes of carrying out any act or executing or delivering any certificate of an officer of the Company required by this agreement.

"Authorized County Representative" means the County Manager or his designee, if any, identified in a writing signed by the County Manager and delivered to the Company.

"Company" means Asheville Kombucha Mamas, LLC, with facilities at 242 Derringer Drive, Marshall, North Carolina.

"Cost" means all capital costs of the Project, including the cost of construction, the cost of acquisition of all property, both real and personal and improved and unimproved, the cost of demolishing, removing or relocating any buildings or structures on lands so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved or relocated, the cost of all machinery and equipment, installation, financing charges, interest prior to, during and for a period not exceeding one year after completion of construction, the cost of engineering and architectural surveys, plans and specifications, the cost of consultants and legal services and other expenses necessary or incident to determining the feasibility or practicability of the Project, administrative and other expenses necessary or incident to the acquisition or construction of the Project and the financing of the acquisition and construction thereof.

"Grant" means a grant made pursuant to the terms of this Agreement.

"Project" means an additional capital investment of at least \$2,000,000.00 in additional real estate improvements and in new personal property investment by the Company at the Site and creation of at least twenty-eight (28) new jobs at the site.

"Site" means the real property on which the Company operates its business located at 242 Derringer Drive, Marshall, North Carolina.

"Facility" means all real property improvements and fixtures and business personal property located at the Site.

"New Job(s)" are jobs created at the site after[date] and filled by employees who work for at least thirty-five (35) hours per week and whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes, (independent contractors, consultants, seasonal and temporary employees do not qualify), and who are provided by the Company health insurance at least in the minimum amount required for eligibility for tax credits under Article 3J of Chapter 105 of the General Statutes and whose average weekly wage shall equal or exceed \$617.00 per week.

"New Net Value" is defined as new asset purchases, as well as transferred assets moved into Madison County from foreign locations, including improvements to real property, less depreciation for all business personal property assets.

NOW THEREFORE, in consideration of the mutual covenants and considerations set forth herein below, the parties hereto do hereby agree as follows:

AGREEMENT

1) Grant. Subject to the terms and conditions of this Agreement, the County agrees to make a Grant to the Company in the amount equal to the result obtained by multiplying the Applicable Percentage by the Applicable Tax payable by the Company to the County for the first seven full consecutive tax years commencing with the 2020 tax year, provided that the total tax investment for the tax year 2020, exceeds the minimum requirement of \$2,000,000.00 and the creation of jobs as more particularly set forth in Section 2(b) herein below. The calculations of the amounts payable for the grant are particularly set forth on Exhibit "A" attached hereto, the same being incorporated herein by reference.

2) Establishing Eligibility for Grant.

a) Cost of the Project. The County and the Company agree that the Company may spread the cost of the Project over a two-year period ending 31 December 2020. The Company anticipates making new net value additions in an amount of at least \$2,000,000 for the tax years 2019 and 2020 with the Company therein reaching a total new net value addition in the amount of \$2,000,000.00 for the tax year 2020. For purposes of this Agreement the total assessed value of all real property and business personal property at the Site for 2018 is \$552,492.00. Furthermore, the Company must maintain the minimum new net value for each additional year of this Agreement in a minimum amount of \$2,000,000.00, less depreciation on business personal property, to maintain eligibility. The procurement of additional real property and/or the acquisition of business personal property that would create a new net value over and above the new net value as established at the end of the 2020 tax year shall require a separate incentive contract. In no event shall the new net value as determined under this agreement exceed \$2,000,000.00.

b) Jobs to be Created. The number of jobs will determine, along with the investment amount, the Company's entitlement to the grant, and/or recapture of any monies paid for the grant, as set forth herein below. To determine the number of full time positions, the Company will submit their 1st quarter 2018 NCUI-101 forms simultaneous with the execution of this

Agreement. The number so generated shall be the Company's base employment figure (hereinafter "Base Job Number") which the parties hereto agree is seventeen (17) jobs and that number will be used to measure the Company's future job creation obligation over the term of this Agreement. For the subsequent years of this Agreement, the Company will submit the same, or substantially similar, filings to accurately determine the number of employees working in Madison County. In addition to the Capital investments referenced in Subsection (a) above, in order to be eligible for the grant the Company shall create and maintain for the duration of this Agreement twenty-eight (28) new jobs as particularly set forth on the Jobs Table of Exhibit "A" attached hereto and incorporated herein by reference.

The calculations for the grant and the investment and job creation requirements that the Company must satisfy for the grant are all set forth in the tables appearing on Exhibit "A" attached hereto and incorporated herein by reference.

3) Books and Records. The Company shall maintain and make available for inspection by the County any records the County reasonably considers necessary to determine and verify the Company's eligibility for a Grant or any annual installment of a Grant.

4) Payment of Ad Valorem Taxes. It is an express condition of this Agreement that the Company, in addition to satisfying the other requirements of this Agreement, shall have paid the Applicable Tax to the County for the year in respect of which any installment of a Grant is payable and all prior years.

5) Installment Payment Dates. The first annual installment of the Grant payment shall be made within thirty (30) days of the County's receipt of the last of (i) the Applicable Tax due and payable by the Company for the then current fiscal year of the County, and (ii) the officer's certificate signed by the Authorized Company Representative, together with the appropriate supporting materials from which the County can determine the Company's eligibility for a Grant or any annual installment of a Grant. Thereafter, each of the other successive annual installments of the Grant shall be made within 30 days of payment of the Applicable Tax.

6) County's Warranties and Representations: To induce the Company to enter into this Agreement, the County represents and warrants to the Company as follows:

a) The County is a political subdivision of the State possessing all the constitutional and statutory powers conferred on counties under the Constitution and laws of the State.

b) The County has the power under the Constitution and the laws of the State to appropriate money with which to make economic development incentive grants.

c) The governing body of the County has duly adopted a resolution or ordinance approving the execution, delivery and performance of this Agreement, which resolution or ordinance is in full force and effect. The County's Board of Commissioners has determined that the execution, delivery and performance of this Agreement will promote the general economic well-being of the citizens of the County by attracting business to the County, creating jobs, broadening the tax base and alleviating conditions of

unemployment and fiscal distress and will benefit the general health, safety, and welfare of the citizens of the County.

d) With respect to this Agreement, County has complied fully with all requirements of N.C. General Statutes § 158-7.1.

7) Representations and Warranties of the Company. To induce the County to enter into this Agreement, the Company represents and warrants to the County as follows:

a) The Company is duly registered and validly existing as a limited liability company under the laws of the State of North Carolina.

b) The Company has all necessary corporate power and authority to enter into and to perform this Agreement and to develop and operate the Project.

c) The execution, delivery, and performance of this Agreement will not violate any provision of the Company's Articles of Incorporation or Bylaws or any agreement, judgment, decree, court order, or other limitation or restriction applicable to the Company or its property.

d) The Company reasonably believes, based upon information currently available that the Cost of the Project shall not be less than \$2,000,000 and that it will employ the full-time employees as set forth herein in Section 2 above.

8) Reduction and Recapture of Incentives.

a) If the Company:

i) Is not current on all other taxes, fees, assessments or other amounts owed to the County by Company related to the Site during the term of this Agreement, or

ii) For any reason the Company fails to make the minimum investment set forth herein above within any applicable term of this Agreement as set forth in Section 2(a) above and maintain that qualifying level of investment during the applicable term, or

iii) If the Company ceases to operate their facility at the site completely at any time within any applicable term of this Agreement, or

iv) Fails to reach and maintain its required job creation levels as set forth in Section 2(b) above.

Then the County shall provide the Company notice of such event or failure and the Company will have 30 days in which to cure such deficiency. In the event the Company does not cure the deficiency within the 30 day period, then Company shall be deemed to be in material breach of this Agreement, and upon written notice to the Company of the same, all grant payments previously made by the County to the Company shall be

reimbursed to the County within 90 days of such Notice and the County shall not be obligated to make any other payments to the Company under this Agreement.

b) The County's sole and exclusive remedy for Company's breach of any term of this Agreement, and the Company's sole and exclusive obligation, is the reduction, recapture, or cessation of grant payments as set forth in this section.

c) The provisions of this Section 8 shall survive the termination of the Agreement.

d) If Company fails to reimburse any amount hereunder on demand, County may recover the costs of collection to obtain recovery from the Company, including reasonable attorney's fees.

e) Notwithstanding any other term and provision of this Agreement and to the extent as permitted by North Carolina law, County and Company specifically agree to a modification and/or reduction of the grant as follows:

- i) If the Company fails to make new net value additions in the amount of at least \$2,000,000.00 for the tax year 2020, but does reach a total new net value addition of at least \$1,000,000.00 for the tax year 2020, and Company further meets the job requirements set forth in section 2-b above, then all terms and provisions of this Agreement shall remain in full force and effect with the sole modification being that the grant shall be reduced to the amount equal to the result obtained by multiplying the Applicable Percentage (75%) by the Applicable Tax (tax rate times new net value which new net value must be in an amount of at least \$1,000,000.00) for the first seven (7) full tax years, commencing with the 2019 tax year.
- ii) In order to remain eligible for any modified or reduced grant as set forth hereinabove, the Company must maintain the reduced levels of new tax value and job requirements for the duration of this Agreement.

9) Force Majeure. The Company's failure to satisfy any eligibility requirement due to any cause beyond its reasonable control such as economic disruption, temporary interruption of currency exchange markets or the temporary imposition of currency controls, fire, flood, strike or other labor difficulty, shortages or unavailability of supplies or materials, act of God, act of any government authority or any regulatory requirement, embargo, fuel or energy shortage, or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources shall not preclude the Company from satisfying the eligibility requirements for a Grant or any annual installment thereof provided that the Company shall take such actions necessary to satisfy any eligibility requirement for the Grant or any annual installment thereof within a reasonable period after the cause of such delay shall have ceased to exist. In the event of delay in satisfaction of any eligibility requirement due to any cause enumerated in the foregoing sentence, the time for satisfaction of any related eligibility requirement will be extended by a period of time reasonably necessary to overcome the effect of such delay. Notwithstanding the foregoing, nothing herein shall satisfy or excuse the timely payment by the Company of any installment of ad valorem taxes due and payable by the Company to the County.

10) Indemnification and Limitations. Company will defend, indemnify and hold harmless the County and its Board of Commissioners, employees and agents (the "Indemnified Parties") for damages imposed upon them by a court of final determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification (i) is subject to an aggregate cap equal to the grants actually received by the Company, (ii) is not contrary to law and (iii) shall not apply to third party claims arising out of or relating to a negligent act or omission of the County. The County agrees that none of the foregoing shall be construed to release County from the obligations it has undertaken elsewhere in this Agreement, in connection with the grants or otherwise. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

11) Assignment. The Company shall not assign this Agreement or any portion thereof without the written consent of the County, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the County; provided, however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company. However, in the event of such assignment, the Company shall remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

12) Modifications. The parties hereto agree that this Agreement shall not be modified, amended or terminated except by a writing signed by the parties hereto.

13) Miscellaneous.

a) Audit Right. All assets used in consideration for the grant may be subject to an annual audit by the Madison County Tax Administrator's Office, at the direction of the Madison County Manager, to ensure accuracy and compliance with the terms of the grant. The burden of proof is upon the Company to prove these related assets qualify annually. Cooperation of the Company to provide detailed asset lists; leasing arrangements with named parties; all related business and corporate names; all physical address information; etc., is essential in the grant approval process. The company must also agree to the value of all existing assets prior to receiving payment from Madison County. Any appeal of value must be resolved totally before grant payments can be made.

b) Governing Law. The parties intend that the law of the State of North Carolina will govern this Agreement.

c) Notices.

i) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

- ii) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or after being deposited in the mails by first-class certified mail, postage prepaid, and addressed as follows:

- (1) If to the Company:

Asheville Kombucha Mamas, LLC
Attn: Zane K. Adams
242 Derringer Drive
Marshall, North Carolina 28754

- (2) If to the County:

Mark Pullium, County Manager
P. O. Box 579
Marshall, North Carolina 28753

d) Entire Agreement. This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.

e) Binding Effect. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

f) Liability of Officers and Agents. No officer, agent, or employee of the County or Company shall be; subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

g) Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

h) Notice of Potential Disclosure of Confidential Company Information. The Company acknowledges that it has been informed by the County that the County is required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes; § 132-1, upon request. All information disclosed to the County by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the County upon request as provided by North Carolina General Statutes § 132-6. The County may withhold from disclosure confidential records as defined by North Carolina General Statutes § 132-1.2. The Company acknowledges that it has read and is familiar with the County's obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as

"confidential" pursuant to North Carolina General Statutes § 132.1.2 the County shall, if it receives a request for disclosure of such information, notify the Company of such request in a timely manner, so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the County's public records requirements is given pursuant to North Carolina General Statutes § 132-1.11 and agrees that such disclosure is full and sufficient to the satisfaction of the Company. Both parties agree that this Section will survive the termination of the Agreement.

i) Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

j) E-Verify. Company shall comply with requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

k) Iran Divestment Act Certification. Company certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143C-6A-5(b), Company shall not utilize in the performance of the Agreement and the Development Plan any contractor or subcontractor that is identified on the Final Divestment List.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE TAKES PRIORITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

MADISON COUNTY, North Carolina

By: Mark H. Pullium
Name: Mark Pullium
Title: County Manger
Date: April 30, 2020

STATE OF NORTH CAROLINA
COUNTY OF MADISON

I, Kary A. Leadford a Notary Public for said County and State, do hereby certify that MARK PULLIUM personally came before me this day and acknowledged that he is COUNTY MANAGER of MADISON COUNTY, NORTH CAROLINA, and that by authority duly given and as the act of MADISON COUNTY, signed the foregoing instrument.

Witness my hand and official seal, this the 30th day of April, 2020.

Kary A. Leadford
Notary Public

My Commission Expires: 17 Dec 24

[SEAL]

ASHEVILLE KOMBUCHA MAMAS, LLC

By: [Signature]
Name: Zane Adams
Title: Co-CEO//CMO
Date: 5/5/20

STATE OF NORTH CAROLINA
COUNTY OF MADISON

I, Marla B Gouge, a Notary Public for Madison County, North Carolina do hereby certify that Zane Adams, CEO//CMO of Asheville Kombucha Mamas, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal or stamp, this the 5th day of May, 2020.

Marla B Gouge
Notary Public

My commission expires:
Dec 11 2021

[SEAL] MARLA B GOUGE
Notary Public
North Carolina
Madison County

**Madison County
Board of Commissioners**

Attachment 6.1

**Budget Amendment #09
April 12, 2020**

Description	Line Item	Debit	Credit
Tax Collector			
2008 Ad Valorem Tax	10.3100.2008		\$ 1,023.00
2009 Ad Valorem Tax	10.3100.2009	\$ 1,023.00	
2020 Ad Valorem Tax	10.3100.2020		\$ 3,500.00
To record 2020 Taxes deferred taxes from discovery bills.			
Court Facilities			
Rental of Parking Spaces	10.4160.4120	\$ 750.00	
Increase expense due to new lease agreement			
Clerk of Court			
Jail Fees	10.3323.3320	\$ 3,000.00	
Reducing revenue to reflect reduction of service rendered			
Health Department			
Appalachain Regional Commu	10.3513.7021		\$ 2,500.00
Dogwood Dental Grant	10.3511.7022		\$ 24,598.00
Dogwood Dental Grant	10.5110.7022	\$ 24,598.00	
Additional ARC funding due to reimbursement of some expenses			
Received new Dogwood Trust Grant for dental ceenter			
Library			
State Aid to Public Library	10.3611.3200		\$ 784.00
Adjust to actual from notification from State Library of NC			
Inspectionss			
Contract Services	10.4350.1990	\$ 18,800.00	
Salaries	10.4350.1210		\$ 4,000.00
To adjust for contracts with Mr. Hyder (\$6000.0 0)and with Land of Sky (\$12,800.00)			
Finance			
Professional Services	10.4130.1990	\$ 20,000.00	
Professional Services/county	10.4930.1990	\$ 10,000.00	
Medicaid Hold Harmless Tax	10.3520.3300		\$81,815.85
To record revenue from tax distribution			

We are 75% of the way through the FY20 budget.

Bank balances at March 31, 2020 are as follows:

	Unrestricted	Restricted
General Fund	\$2,643,076.02	
Debt Service Fund	\$204,257.73	
Capital Outlay Fund	\$326,082.83	
Capital Management	\$8,220,145.00	
Occupancy Tax Fund		\$90,919.00
Revaluation Fund		\$22,749.91
Tourism Development		\$477,221.63
Automation Fund		\$165,063.80
Drug Seizure Fund		\$8,205.22
Inmate Trust Fund		\$18,434.49
Soil & Water Conservation		\$52,466.45
Total of All Accounts:	\$11,393,561.58	\$835,060.50

New Jail Loan	\$-	(Due in February)
Cooperative Extension Loan	(\$53,334.00)	(Due in June)
School Debt Service	\$-	(Due in February)
40-42 Set Aside for Schools	(\$620,957.62)	
Unspent Grant/Restricted Proceeds	(\$2,272,541.52)	
Medicaid Cost Settlement	(\$760,122.11)	
Encumbered Amounts	(\$723,067.66)	
Total Unassigned and Unrestricted Ba	(\$4,430,022.91)	

	General	Landfill	911	Total
Unassigned and Unrestricted totals by	\$4,346,994.34	\$61,192.17	\$251,916.12	\$4,660,102.63

SUMMARIES:

Percentage of budget at March 2020 is:

All Funds:		YTD	% OF BUDGET
Revenues	\$1,691,557.90	\$21,968,284.88	78.43
Expenditures	\$1,859,101.89	\$17,884,647.75	69.03

General Fund	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 03/19
Revenues to Date:	\$1,584,707.03	\$20,077,510.59		75.48	\$17,974,856.50
Expenditures to Date:	\$1,704,072.38	\$16,487,029.14	\$520,728.85	65.48	\$15,417,100.65
Gain/Loss to Date:	(\$119,365.35)	\$3,590,481.45			\$2,557,755.85

Contingency \$173,585.15

Landfill	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 03/19
Revenues to Date:	\$90,747.95	\$1,744,625.74		89.46	\$1,738,100.29
Expenditures to Date:	\$139,102.07	\$1,381,876.19	\$195,993.81	69.06	\$1,437,654.32
Gain/Loss to Date:	(\$48,354.12)	\$362,749.55			\$300,445.97

Contingency \$26,875.00

911 Emergency Telephone Services	MTD	YTD		% OF BUDGET	YEAR TO DATE 03/19
Revenues	\$16,102.92	\$146,148.55		70.35	\$138,601.52
Expenditures	\$15,927.44	\$15,742.42	\$6,345.00	72.56	\$118,935.24
Gain/Loss	\$175.48	130,406.13		0.00	\$19,666.28

Contingency \$-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 03/19
Vehicle Tax	\$82,136.59	\$691,058.56	69.11	\$623,438.51
Overages/Underages		\$3.23		\$7.31
Ad Valorem Tax Interest	\$26,495.12	\$107,431.74	78.99	\$85,183.10
Late Listing Fee	\$1,704.39	\$14,922.36	99.48	\$15,540.68
Legal Fees	\$-	\$-		\$-
2003 Ad Valorem Tax	41.2	13.78		\$-
2004 Ad Valorem Tax	80.89	(214.13)		\$118.71
2005 Ad Valorem Tax	37.7	(357.89)		\$97.13
2006 Ad Valorem Tax	50.11	(308.44)		\$354.63
2007 Ad Valorem Tax	38.97	\$255.70		\$1,138.89
2008 Ad Valorem Tax		\$1,023.19		\$2,209.47
2009 Ad Valorem Tax	\$73.38	\$1,246.32	20.77	\$2,710.94
2010 Ad Valorem Tax	\$276.38	\$4,337.91	36.15	\$2,373.63
2011 Ad Valorem Tax	\$343.03	\$3,008.19	60.16	\$3,469.04
2012 Ad Valorem Tax	\$125.06	\$3,291.36	32.9	\$6,529.01
2013 Ad Valorem Tax	\$873.99	\$2,845.32	14.23	\$10,128.48
2014 Ad Valorem Tax	\$1,182.54	\$6,776.39	27.11	\$12,248.10
2015 Ad Valorem Tax	\$1,798.22	\$9,047.72	100.53	\$26,905.08
2016 Ad Valorem Tax	\$3,895.25	\$24,707.28	41.18	\$51,720.98
2017 Ad Valorem Tax	\$4,951.40	\$58,595.67	58.63	\$165,693.50
2018 Ad Valorem Tax	\$24,882.25	\$157,742.67	85.27	\$9,667,481.04
2019 Ad Valorem Tax	\$291,783.44	\$10,418,549.31	97.98	4559.84
2020 Ad Valorem	\$3,502.04	\$7,981.03	178	
Collection Fees: Marshall		\$2.45		\$-
Collection Fees: Mars Hill	\$-			\$1.81
Collection Fees: Hot Springs	\$-	\$-		\$0.10
Sale of Tax Maps		\$455.00	113.75	\$53.75
Tax Office Copies	\$-	\$-		\$-
Returned Check	\$391.50	\$13,866.54		(\$1,761.60)
Refunds/Overpayment of Taxes	\$3,672.96	\$7,423.85		\$9,525.94
Contra: Returned Check	\$2.33	\$62.50		\$630.08
Sale of Foreclosed Property	\$-	\$21,000.00		\$221,425.95
Contra: Foreclosed Property Expense	\$-	\$-		(\$40,488.27)
Sales Tax/Video Programming	\$3,749.59	\$11,324.81	\$70.78	\$7,978.94
Sales Tax	\$363,063.34	\$2,215,158.60	\$54.18	\$2,058,797.75
Gas Tax Refund/State	\$1,829.91	\$15,091.43	\$62.88	\$12,776.41
Payment In Lieu of Taxes		\$4,525.36	\$3.65	\$4,642.08
Forest Service Timber Sales	\$-	\$-		\$743.44
Clerk of Court	\$4,882.74	\$48,435.61	\$61.86	\$53,654.53
Board of Elections	21.5	\$13,447.38	67.14	\$193.41
Register of Deeds	\$28,110.50	\$262,033.00	78.93	\$225,638.50
Sheriff's Department	\$120,427.75	\$885,155.72	68.43	\$381,932.03
Emergency Management	\$-	\$20,625.00	53.54	\$20,625.00
Inspections	\$12,593.01	\$195,556.19	84.58	\$114,940.06

Department	MTD	YTD		% OF BUDGET	YEAR TO DATE 03/19
Animal Control	\$757.00	\$33,739.48		72.79	\$22,729.10
Transportation	\$45,620.68	\$541,138.13		57.17	\$297,552.64
Cooperative Extension Service		\$5,440.00		100	\$3,275.00
Soil & Water Conservation	16722.38	16722.38		55.56	15821.93
Grant Revenues/JCPC/DJJDP	\$13,968.00	\$79,981.55		29.2	\$89,947.63
Health Department	\$168,113.86	\$1,153,863.19		58.34	\$1,206,110.19
Medicaid Hold Harmless Tax	81815.85	\$200,308.00		169	40032.69
Social Services	\$191,881.91	\$1,531,774.16		62.73	\$1,384,263.78
AFDC	\$-				\$-
Foster Care	\$41,488.67	\$377,373.41		36.43	\$561,044.63
Medicaid	\$-	\$-			\$190.00
Adoption	\$-	\$8,925.00		11.96	\$7,305.00
Child Support Enforcement	\$7,688.57	\$48,914.68		42.01	\$94,254.81
In Home Aides	\$2,666.80	\$53,172.83		54.54	\$50,629.50
Beech Glen Center	\$1,378.00	\$9,163.75		87.27	\$6,384.00
Nutrition	\$15,496.83	\$112,784.07		61.18	\$111,574.06
State Lottery Funds/Education		\$441,000.00		100	\$-
Library	\$6,853.00	\$78,929.60		72.11	\$78,439.36
Parks & Recreation		\$9,420.00		73.71	\$9,960.00
Interest Earned	\$110.90	\$69,150.07		81.35	\$99,089.63
Rent of County Property	\$7,127.50	\$55,932.50		78.45	\$51,011.64
Finance/Other		\$6,156.97		50.36	\$6,476.19
Miscellaneous Income		17,500.11		144.05	\$85,063.63
Fund Transfer In	\$-	\$-			\$-
Transfer In - Fund 23 CDBG	\$-	\$-			\$-
Transfer In - Fund 38 QSCB	\$-	\$-			\$-
Totals	1,584,707.03	20,077,510.59		75.48	\$17,974,856.50

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 03/19
Governing Body	\$9,145.11	\$75,701.98		75.01	\$73,127.12
Finance Office	\$37,700.31	\$352,996.59		62.12	\$367,960.78
Tax Collector	\$16,292.49	\$175,128.63	\$1,485.87	60.71	\$161,529.71
Tax Supervisor	\$11,053.04	\$125,337.51	\$687.11	54.45	\$124,462.84
Land Records		\$96.60		58.9	\$18,446.49
Professional Services		\$10,289.48		15.83	\$-
Court Facilities	\$1,557.68	\$14,834.64		74.55	\$8,226.90
Board of Elections	\$62,974.20	\$226,288.63	\$16,220.79	76.81	\$179,010.71
Register of Deeds	\$18,210.86	\$197,296.75	\$1,165.61	71.93	\$191,067.08
Register of Deeds- Automation	\$-	\$11,000.00		100	\$11,000.00
Maintenance	\$47,993.44	\$355,977.68	\$12,362.43	75.04	\$319,695.09
Sheriff's Department	\$259,565.33	\$2,692,946.23	\$888.88	75.31	\$2,270,386.14
Emergency Management	\$6,249.59	\$67,184.48	\$17.08	70.34	\$35,330.97
911 Dispatchers	\$43,187.85	\$430,946.47	\$32.70	68.79	\$430,609.90

DEPARTMENT	MTD	YTD		% OF BUDGET	YEAR TO DATE 03/19
Fire Contract/Forest Service	\$9,046.56	\$27,292.84	\$66,638.00	29.06	\$42,055.91
Inspections	\$22,633.11	\$194,311.49		63.48	\$203,215.03
Economic Development	\$6,426.32	\$68,441.75	\$2,025.00	49.88	\$9,084.81
Medical Examiner	\$-	\$800.00		6.4	\$9,550.00
Ambulance Service Contract	\$93,889.00	\$845,001.00	\$281,669.00	75	\$845,001.00
Animal Control	\$25,760.17	\$237,236.34	\$2,257.00	70.65	\$208,909.93
Transportation - Admin	\$10,622.29	\$80,111.42		63.82	\$70,005.95
Transportation - Operating	\$26,685.68	\$275,277.60	\$71.25	59.08	\$301,755.26
Transportation - Capital Outlay	\$-	\$313,182.44	\$29,391.81	55.21	
Transportation - EDTAP	\$365.40	\$4,012.20		20.06	\$5,588.00
Planning & Development	879.69	\$88,524.75	\$1,925.00	38.22	\$72,187.08
Information Technology	\$15,319.57	\$138,199.09	\$11.04	69.81	\$131,197.30
Cooperative Extension	\$18,242.52	\$162,690.65	\$2,206.45	60.32	\$180,272.74
Soil & Water	\$10,048.09	\$96,475.18		71.54	\$90,727.81
Health Department	\$221,419.81	\$2,005,308.95	\$15,394.00	64.71	\$1,967,815.19
Smart Start	9	\$26,241.94		101.22	\$36,157.92
Management Admin.	\$17,864.00	\$67,404.42	\$26,412.14	14.12	\$96,127.36
Social Services	\$213,137.96	\$2,019,563.26	\$16,926.26	63.22	\$1,945,053.54
AFDC	500	\$6,086.74		76.08	\$5,192.15
Special Assistance	\$9,143.00	\$92,941.50		52.13	\$94,904.00
State Foster Care	\$44,360.31	\$335,860.63		47.98	\$350,689.88
IV-E Foster Care	\$15,818.18	\$151,547.97		18.94	\$488,271.60
Medical Assistance Program		\$60.00		3	\$80.00
Adoption Assistance	\$6,857.86	\$74,697.09	\$21,000.00	56.05	\$78,232.30
Crisis Intervention	\$6,600.00	\$123,387.05		57.6	\$155,324.17
Child Support	\$6,606.55	\$71,184.18	\$3,247.70	60.56	\$70,546.07
In Home Aides	\$14,799.78	\$134,295.26		67.79	\$136,165.87
Nutrition	\$34,406.80	\$261,424.56	\$12,939.43	65.31	\$240,602.04
Education	\$289,312.00	\$3,326,523.00		79.31	\$2,871,261.00
A-B Technical College	\$9,375.00	\$84,375.00		75	\$84,375.00
Bank Charges	\$392.73	\$10,063.05		57.5	\$13,219.47
Library	\$40,962.32	\$338,259.35	\$5,754.30	62.57	\$334,103.03
Parks & Recreation	\$9,734.50	\$81,298.49	\$-	70.48	\$80,682.66
Debt Services	\$-	\$-			\$-
Debt Services Interest	\$-	\$-			\$-
Fund Transfer In/ Landfill & Library	\$-	\$-			\$-
Fund Transfer Out/Revaluation		\$75,000.00		100	\$-
TOTALS	\$1,704,072.38	\$16,487,029.14	\$520,728.85	65.48	\$15,417,100.65

LANDFILL FUND

REVENUES	MTD	YTD		% OF BUDGET	YEAR TO DATE 03/19
Transfer From Fund Balance	\$-	\$-			\$-
Landfill Miscellaneous Fees		\$382.93		127.64	\$515.30
Returned Check Fees	\$-	\$-			
Surplus Property Proceeds	\$-	\$-			\$-
State Tire Disposal Fee		\$15,965.62		57.02	\$15,537.70
Local Tire Disposal Fee	\$40.00	\$622.50		124.5	\$331.60
White Goods Tax	\$-	\$-			\$4,729.96
Sale of White Goods	\$681.30	\$3,922.19		24.5	\$11,044.50
Household Hazardous Waste	\$-	\$1,088.42		77.74	\$626.50
Temporary Disposal Cards	\$3,671.00	\$18,648.00		64.3	\$20,662.50
Duplicate Disposal Cards	\$30.00	\$660.00		66	\$765.00
Landfill Disposal Cost Fees	\$15,118.06	\$84,831.30		77.1	\$79,292.41
Landfill Sale of Recyclables	\$2,216.83	\$21,750.33		40.28	\$35,209.77
Nuisance Tires	\$-				\$-
Disposal Cards	\$63,286.71	\$1,511,656.36		94.7	\$1,506,373.13
Construction Demolition	\$5,659.05	\$62,192.44		88.8	\$47,297.56
Solid Waste Disposal Distribution		\$8,986.07		59.91	\$8,552.53
Grant/State	\$-	\$-			
Electronics Management		\$13,309.58		10	1389.33
Electronics (County)	\$45.00	\$610.00		5.3	\$5,772.50
Interest					
Totals	\$90,747.95	\$1,744,625.74		89.46	\$1,738,100.29

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 03/19
Landfill	\$118,681.04	\$1,214,978.71	\$185,802.76	70.19	\$1,276,705.61
Recycling	\$18,702.30	\$147,448.36	\$4,736.27	61.79	\$141,029.05
Scrap Tires	\$1,718.73	\$19,449.12	\$5,454.78	77.8	\$19,690.30
White Goods					\$229.36
Closure/Post Closure					
Totals	\$139,102.07	\$1,381,876.19	\$195,993.81	69.06	\$1,437,654.32

The following claims have been submitted to and paid by Madison County Finance for the month of March, 2020.

A-B TECHNICAL COMMUNITY COLLEGE	9,375.00
ACCESS FAMILY SERVICES	634.00
ACTION LOCK COMPANY	100.00
AGE LLC	470.00
AMAZON.COM	1,302.46
VICTORIA ANANI	380.00
ANCHOR QEA OF NC	1,009.00
ANDA INC.	2,930.76
ANDY OXY COMPANY	85.85
APPALACHIAN IRONWORKS, LLC	1,767.08
APPALACHIAN PROTECTIVE SERVICES	1,541.85
WILLIAM ARNDT	480.00
CAITLIN ASHE	60.00
ASHEVILLE BOLT AND SCREW	6.37
ASHEVILLE COMMUNICATIONS	3,932.68
ASHEVILLE ELEVATOR CO	333.00
ASHEVILLE RADIOLOGY ASSOCIATES	68.05
ATLANTIC MEDICAL SOLUTIONS	1,612.09
B.A.H.S.	32.57
BAILEY'S TEST STRIPS & THERMOMETEF	72.00
BAKER & TAYLOR BOOKS-550404	1,757.52
DAVID BRIAN BALL	325.00
SHARON BALL	24.64
THERESA BANKS	89.10
BAPTIST CHILDREN'S HOME OF NC	26,491.24
BARIUM SPRINGS HOME FOR CHILDREN	4,766.00
TERRY BELLAMY	32.93
DEAN BENFEILD	256.50
DANNIE BLACKWELL	100.00
BOB BARKER COMPANY INC	1,812.26
BOWMAN HARDWARE	1.60
BRANDI NICHOLE FAMILY ENRICHMENT (581.00
MARCI BRATZ	403.20
SHANNON BRAZIL	171.92
D WAYNE BRIGMAN	400.00
BRITT & TILSON	300.00
BRITTANY SUPPLY	932.95
THEODORE BRUNER	191.27
BUCKNER OIL CO.	2,995.47
BY PASS AUTOMOTIVE	1,011.24
DILLON CANTRELL	25.00
RAY CANTRELL	63.94
DORIS CAPPS	8.10
MORGAN CARAWAY	1.97
CARDINAL HEALTH	713.30
CARING FOR CHILDREN	622.90
CAROLINA THERAPEUTIC SERVICES, INC	460.79
CAROLINA TRACTOR	970.89
KRYSTAL CARPENTER	667.00
RICKIE CARVER	129.60
EVELYN CASSIDY	488.88
CAVERT WIRE COMPANY INC	1,221.22
CENTER POINT LARGE PRINT	532.08
CHAMPION SUPPLY	2,497.19
DENITA CHANDLER	1,760.00
JEREMY CHANDLER	200.65
MEGAN CHANDLER	477.38
TERRY CHANDLER	760.00
CHANGE HEALTHCARE	102.84
CHARTER COMMUNICATIONS	2,556.00
COAST TO COAST SOLUTIONS	195.56

VANESSA COLLINS	634.00
COLONIAL BANKNOTE COMPANY	187.75
CONSOLIDATED ELECTRICAL DISTRIBUT	301.10
THOMAS COSPITO	86.84
COVETRUS	52.70
EDWINA CRAIG	40.36
BRUCE CREWS	51.42
CROSSNORE SCHOOL	2,866.00
ROBERT CULTON	1,255.93
CUREMD	698.00
CUSTOM CREATIVE PRINT SOLUTIONS	662.89
CUSTOM DATA PROCESSING	904.03
DECOLA'S INC	175.00
DHHS - CONTROLLER'S OFFICE	437.89
BETTY DIETZ	18.48
KATRINA DODSON	23.00
DODSON PEST CONTROL	70.00
MICHAEL DUCKER	9.00
DUKE ENERGY PROGRESS	839.22
MADISON DURHAM	30.15
ELIADA HOME FOR CHILDREN	5,994.00
RAEFORD ENGLISH	167.20
EPIPHANY COMMUNITY SERVICES INC	2,125.00
FAMILIES FIRST SUPPORT SERVICES	908.53
FAMILY PRESERVATION SERVICES	208.03
FAMILY RESOURCES OF RUTHERFORD C	4,516.00
DREW FERGUSON	475.00
FERGUSON ENTERPRISES #1271	3,173.88
MISSY FISHER	50.92
BRITTANY FRANKLIN	420.00
LONDON FRANKLIN	3.47
LINDA FRANKLIN	50.00
PATRICIA FRANKLIN	35.00
FRENCH BROAD EMC	25,189.60
FRENCH BROAD PLUMBING	1,243.92
FRIENDS OF ANIMALS	820.00
FRIENDS OF HOT SPRINGS LIBRARY	900.00
FRONTIER	4,216.14
FUN TIME INFLATABLES	1,750.00
RICHARD FUQUAY	82.32
G&B ENERGY	2,109.60
GALLS INCORPORATED	420.09
ERIC GARDNER	100.00
GENERAL EQUIPMENT RENTAL, LLC.	588.51
NORRIS GENTRY	720.00
STEVEN GEORGE	72.16
GFL ENVIRONMENTAL	17,550.29
KAREN GLENN	37.24
CRAIG GOFORTH	720.00
DAVID GOFORTH	362.88
BOBBY GOSNELL	196.55
GOULD KILLIAN CPA GROUP, P.A.	10,000.00
GRANTS SERVICE	193.66
DEBORAH GRAY	500.00
GREENVILLE NEWS/ CITIZEN-TIMES	752.83
GRIFFIN WASTE SERVICES	1,160.70
GRIT	19.95
MICHAEL GROVE	21.02
HAJOCA CORPORATION	3.57
BRITTANY HAMLIN	54.32
HAYNES ELECTRIC CONSTRUCTION COM	624.49
HAYNIE TOWING & ROAD	75.00
HAYWOOD COMMUNITY COLLEGE	92.50
HEMOCUE, INC.	153.72
HENRY SCHEIN INC	6,233.91
JUSTIN AND SARAH HONEYCUTT	950.00
HOPE FOR THE FUTURE	265.00

HOT SPRINGS HEALTH PROGRAM	2,300.00
HOYLE OFFICE SOLUTIONS	141.12
MEGAN HUNTER	475.00
HYPER -REACH	5,850.00
IMAGE DENTAL ARTS, INC	4,459.75
INDUSTRIAL CHEM LABS	464.14
INGLES STORES #28	2,292.47
INSURANCE SERVICES OF ASHEVILLE IN	1,540.00
J D GOSNELL TRUCKING	22,225.14
JAMES RIVER EQUIPMENT	568.54
JAS OF WEAVERVILLE LLC	2,600.00
JOANN JENKINS	146.25
ERIC JOHNSTON	1,902.00
ANGELA KEITH	22.40
DENISE KING	503.20
KING'S TIRE SERVICE	5,970.81
LABORATORY CORP.OF AMERICA	426.95
LAUREL COMMUNITY CENTER ORGANIZ/	125.00
LAUREL VOLUNTEER FIRE DEPT	125.00
BROOKE LEDFORD	36.00
RAY LEWIS	420.85
LEXIS NEXIS	354.53
PATRICIA LIND	35.98
LINDER INDUSTRIAL MACHINERY	675.45
LOWES BUSINESS ACCOUNT	1,281.43
MADISON AUTO CARE	693.81
MADISON CO TAX COLLECTOR	550.00
MADISON COUNTY BOARD OF EDUCATIC	304,312.00
MADISON COUNTY CHAMBER OF COMMI	35.00
MADISON COUNTY DSS	33.85
MADISON COUNTY FAIRGROUNDS	879.69
DENTAL CLINIC	1,755.56
MADISON COUNTY HOUSING AUTHORITY	500.00
MADISON COUNTY SOLID WASTE	94.73
MADISON COUNTY TAX COLLECTOR	3,440.36
MADISON PHARMACY	2,476.93
MAHEC	20,807.15
MAHEC - REGISTRATION	330.00
MICHAEL C. MANEY	391.55
MARRIOTT HOTELS	0.00
MARS HILL BAPTIST CHURCH	550.00
MARSH PROPANE	1,529.70
TOWN OF MARSHALL	4,693.59
LIAM MATHESON	634.00
DIANA MCBRIDE	57.60
RICK AND CYNTHIA MCDARIS	581.00
PATRICIA A. MCFEE	52.65
DAVID MCKINNEY	633.66
MED-EXPRESS, INC	2,395.47
MEMORIAL MISSION HOSPITAL	93,889.00
SANDI METCALF	37.80
MIDDLE LAUREL CHURCH OF GOD	200.00
MIDRANGE SOLUTIONS	90.00
MIDWEST TAPE	989.99
CALEB AND SAVANNAH MILLER	1,162.00
HAILEY MOORE	634.00
JESSICA MORGAN	27.45
MOTHER EARTH NEWS	17.00
MOUNTAIN ANIMAL HOSPITAL	623.14
MOUNTAIN VALLEY SPRING WATER	114.96
N.C. DEPARTMENT OF ADMINISTRATION	300.00
NC DHHS OFFICE OF THE CONTROLLER	50.00
NC CHILD SUPPORT	346.16
NC DEPARTMENT OF ADMINISTRATION	251.30
NC DEPT OF AGRICULTRE & CONSUMER	2,764.21
NC DEPT OF PUBLIC SAFETY	537.66
NC DEPT OF REVENUE	6,932.00

NC DIVISION OF PUBLIC HEALTH	371.94
NC STATE BUREAU OF INVESTIGATION	3,610.00
NCACC/NCCL	43,149.00
NCACDSS	95.00
NCEDA	295.00
NORTH CAROLINA FOREST SERVICES	6,282.35
RALPH NORTON	115.20
NORTON TIRE	252.00
NTA INC	26.03
O A GREGORY INC	8,982.01
OFFICE DEPOT	2,509.62
OLD CREEK GENERAL STORE	51.43
OWEN G DUNN COMPANY	6,460.95
ISAIAH OWENBY	70.00
ANGELA PARKER	68.85
PATHOLOGISTS MEDICAL LAB	120.00
PATTERSON DENTAL SUPPLY	300.33
LISA PAYNE	250.00
PCARD-FIRST CTIZENS	14,589.85
KRYSTAL PEREIRA	62.55
PITNEY BOWES	748.47
DAWSON AND ELIZABETH PLIMPTON	305.93
DEBBIE PONDER	167.59
PRIME HEALTH SERVICES	2,165.14
KATHY PROFFITT	308.70
PROJECT CHALLENGE NC, INC.	2,864.00
PROVIDENCE IMAGING CENTER	1,240.47
JENNIFER PUGLISI	49.75
MARK PULLIUM	1,700.00
PURCHASE POWER	254.50
QUILL CORPORATION	200.55
MARTHA RAMSEY	400.00
RATHBURN FOOD EQUIPMENT	820.69
JACOB RAY	65.61
KATHY RAY	124.03
READ'S UNIFORMS, INC	147.67
REESE TRAILER SALES	1,430.45
REGISTER OF DEEDS' SUPPLEMENTAL F	152.68
REPUBLIC SERVICES	380.93
RICK'S AUTO PARTS INC.	771.33
DANIEL ROBERTS	3.90
VICKIE ROBERTS	18.00
MARY ROBINSON	160.00
SALUDA VETERINARY HOSPITAL	190.00
SAM'S CLUB DIRECT	1,978.59
J.B. SAMS	27.45
DELILAH SELF	125.00
SERVICEMASTER PBM, INC.	4,754.00
SHARE CORPORATION	1,041.80
REBECCA SHARP	160.00
ROBERT SHAW	7.23
SHEALY'S INC.	92.16
ORVAL SHELTON	61.60
SHRED IT	146.18
JAYLAN SILVERS	634.00
SISTERS OF MERCY HEALTH DESIGNS	154.00
JEFFREY SLUDER	18.21
ROBIN H. SMATHERS	8.55
DYATT F SMATHERS	532.70
MARK SNELSON	400.00
JOHNNIE SOMERVILLE	22.25
SOUTHDATA INC	2,199.57
SOUTHERN LAW GROUP	4.00
SOUTHERN SOFTWARE INC.	2,735.00
DEANA STEPHENS	27.45
ALLEN STINES	215.04
SUBURBAN PROPANE	82.74

SYSCO FOOD SERVICES KNOXVILLE	11,998.42
KATELYN TAGG	634.00
TELELANGUAGE	121.60
TERMINIX SERVICE	1,293.00
THE ANIMAL HOSPITAL AT REEMS CREEK	482.45
THE HARDWARE AT MARS HILL	220.47
THE HOME DEPOT	985.79
THE LAW FIRM OF JAMIE STOKES	11,010.50
THOMPSON FC	197.66
TIMBER RIDGE TREATMENT CENTER	634.00
MONRO MUFFLER BRAKE, INC	1,584.53
SANDRA TOLLEY	325.00
TOP LINE TROPHIES	76.56
TRACTOR SUPPLY CO	154.05
BLUE MOUNTAIN STORAGE	600.00
TUCKER ADMINISTRATORS, INC.	80,089.63
U.S. BANK VOYAGER FLEET SYSTEMS IN	7,815.19
U.S. CELLULAR	2,093.31
U.S. TIRE RECYCLING, L.P.	1,518.08
UNC SCHOOL OF GOVERNMENT	250.00
UNIFIRST CORPORATION	425.14
UNITED REFRIGERATION, INC	4,055.30
UNITED STATES POSTAL SERVICE	719.25
UPS	6.22
UPSTATE VET	57.26
VALUE PRINT OF MARS HILL	471.84
VERIZON	359.11
WAGON WHEEL RESTAURANT	18,588.00
AMANDA WALDROUP	25.00
CHRISTA ANN WALLIN	35.00
JERRY WALLIN	350.00
WALNUT SERVICE CENTER	3,388.23
WASTE PRO -ASHEVILLE	444.19
MATTHEW WECHTEL	400.00
CYNTHIA WESSINGER	31.64
SAMANTHA WEST	184.26
WEX BANK	5,109.14
DONNA WHEELER	180.32
SHEILA WHITTINGTON	58.50
HENRY WOOD	10.54
HELEN WYNDHAM	120.96
YANCEY COUNTY SHERIFFS DEPT.	30.00
JOHN YANNESSA	37.44
ZINK OUTDOOR POWER EQUIP	545.34
ZUMA COFFEE	579.75
Grand Total:	975,334.31

Presented to the Madison County Board of Commissioners.

Kary Ledford
Deputy Finance Officer

MEDICAL SERVICES AGREEMENT

THIS MEDICAL SERVICES AGREEMENT (the "*Agreement*") is made and entered into this 25th day of March, 2020 (the "*Effective Date*"), by and between The Center for Rural Health Innovation, a North Carolina non-profit corporation ("*CRHI*"), and Madison County, North Carolina, on behalf of the Madison County Sheriff's Office, (the "*County*"). For purposes of this Agreement, CRHI and County are each a "*Party*" and collectively are "*Parties*."

RECITALS

WHEREAS, CRHI provides healthcare services outside of an acute care setting to individuals who could benefit from healthcare services available through telecommunications technology, generally referred to as "telemedicine" services;

WHEREAS, the County has established the Madison County Sheriff's Office, which is responsible for overseeing and managing the Madison County Jail (the "*County Jail*") operations, including the provision of healthcare services to inmates;

WHEREAS, the County wishes to engage CRHI to render certain telemedicine services to County Jail inmates to help ensure their healthcare needs are met while they are in County custody; and

WHEREAS, CRHI, through its licensed healthcare professionals, is willing to enter an arrangement with the County to provide telemedicine services to County Jail inmates under the County's new "Health-e-Corrections" program, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties, intending to be legally bound, hereby agree as follows.

AGREEMENT

1. SCOPE OF ENGAGEMENT AND COMPENSATION.

- A. **Engagement.** The County hereby engages CRHI as the sole and exclusive provider of the telemedicine services described in **Appendix 1** (the "*Services*") for the County Jail located at 348 Medical Park Drive, Marshall, North Carolina 28753.
- B. **Responsibilities of CRHI.** CRHI shall provide the Services to the County in accordance with the terms of this Agreement. Services shall be provided to County Jail inmates, designated by the County Jail as either having: (i) provided their informed consent to receive the Services, or; (ii) a legal exception (judicial, statutory, or otherwise) to the informed consent requirement for non-emergency healthcare services (the "*Covered Inmates*"). CRHI reserves the right to withhold the commencement of Services for any Covered Inmate until CRHI has received written confirmation from the County Jail that the Covered Inmate gave his/her informed consent or a legal exception to the informed

consent requirement for non-emergency healthcare services applies.

- C. **Responsibilities of the County.** The County shall meet and reasonably maintain all specifications described in **Appendix 2** (the "**Specifications**") for the County Jail. In addition, the County will ensure that its clinical staff and/or any County or County Jail staff that provide healthcare services to inmates of the County Jail ("**County Clinical Staff**") meet all criteria in **Appendix 3** (the "**Criteria**").
- D. **Compensation.** The County shall compensate CRHI for providing the Services in the amount set forth in **Appendix 4** (the "**Fees**"). CRHI shall issue the County monthly invoices for Services rendered during the preceding month. The County agrees to remit full payment to CRHI in the manner specified on the monthly invoice within thirty (30) days of receipt of the invoice. The County represents and warrants that it has appropriated funds sufficient to reimburse CRHI for the minimum Services requirement and fees set forth in **Appendix 4**.

2. **TERM AND TERMINATION.**

- A. **Term of Agreement.** This Agreement shall commence on the Effective Date for an initial one (1) year term (the "**Initial Term**"), unless terminated earlier as provided herein. This Agreement shall automatically renew for successive one (1) year terms ("**Renewal Term(s)**"), and for any revised Fees as negotiated and agreed to by the Parties, unless terminated as provided herein. The Initial Term and any/all Renewal Term(s) collectively constitute the full "Term" of this Agreement.

- (1) **Implementation.** Implementation of the Services shall take place within thirty (30) days of the Effective Date. If the County or County Jail causes implementation to be delayed beyond such 30-day implementation period, CRHI may commence billing the "Base Fee" set forth in **Appendix 4** until: (i) such time as the Services are implemented, at which point all fees set forth in this Agreement shall apply; or, (ii) until expiration of a ninety (90) days' notice from the County that it intends to terminate this Agreement.

B. **Termination.**

- (1) **Without Cause.** Either party may terminate this Agreement without cause at any time by providing at least ninety (90) days' written notice to the other party.

(2) **For Cause.**

- (a) **Material Breach.** Either party may terminate this Agreement for cause upon written notice of a material breach of any provision of this Agreement by the other party. Such notice must identify the alleged breach and state the effective date of termination, which date shall be no less than ten (10) days from the date of the notice. The non-breaching party *may*, in its sole discretion, provide the breaching party an opportunity to cure the material breach by clearly stating in the breach notification that such an opportunity is being provided and by stating, with

reasonable particularity, the factual basis of the breach.

(b) **Other Cause.** This Agreement may be terminated immediately upon written notice to the other Party for any of the following reasons:

- (i) The indictment or conviction of a Party or its principals, employees, or agents for any felony or for a misdemeanor involving moral turpitude;
- (ii) A Party creates a threat to the health, safety, or welfare of any Covered Inmate.
- (iii) The filing, with respect to the other Party, of a voluntary or involuntary petition in bankruptcy, if such petition is not dismissed within thirty (30) days of such filing;
- (iv) A Party's loss of grant funding, appropriations, or other significant financial loss that would preclude said Party from satisfying its obligations under this Agreement;
- (v) Upon the appointment of a receiver or trustee to take possession of all, or substantially all, of the assets of a Party, if such appointment is not terminated within thirty (30) days;
- (vi) A Party's exclusion from participation in Medicare, Medicaid, or any other federal or state healthcare program; and/or
- (vii) For any other reason either Party feels could reasonably jeopardize the integrity of its operations or systems and/or could impair the independent clinical judgment, professional responsibilities, or licensure of its employees and agents.

C. **Effect of Termination.** Upon termination or expiration of this Agreement, each Party shall return all documents, data, and other materials or information that constitute Confidential Information, as that term defined in Section 7 of this Agreement, and immediately cease using any logo, trade name, trade or service mark, or other commercial symbol that suggests a connection or association with the other Party. The County, at its sole cost, shall also return the "Telemedicine Equipment" (as that term is defined in Appendix 1), to CRHI at the address CRHI designates, in good working order and in the same condition as when it was delivered to the County. The County shall use safe, secure packaging for such return and shall be solely liable to CRHI for any damage to the Telemedicine Equipment. Termination or expiration of this Agreement shall not relieve either Party of any obligation owed to the other that is intended to last, as stated in this Agreement, after the effective date of termination.

3. **LICENSURE AND NOTICE OF MATERIAL CHANGE.** Each Party covenants that it is in substantial compliance with all applicable licensing and registration requirements and that it does, and will continue to, conduct business and clinical practice in accordance with all applicable laws and regulations, including all those related to telemedicine/telehealth, billing practices, and the practice of medicine, as applicable. Each Party will notify the other Party immediately in the event of any change in said Party's licensure, including any restriction(s)

and/or condition(s) imposed upon such licensure, whether permanent or temporary.

4. **RECORDS.**

- A. **Patient Records.** The inmate-patient medical records (including images) maintained by each Party in connection with the Services are and shall remain said Party's property. The Parties shall each comply with all applicable federal, state, and local laws and regulations relating to inmate-patient medical records, including the North Carolina medical records exception to public records authorization and release requirements.
- B. **Business Records.** All business and administrative records maintained by CRHI in connection with the Services are and shall remain CRHI's property.
- C. **Review of Books and Records.** Each of the Parties shall have the right, during ordinary business hours and upon reasonable notice, to review and make copies of, the books and records of the other Party relating to the billing and collection of fees under this Agreement. Any such review shall take place within six (6) months after the end of the calendar year and, after such date, no challenge to any statements, accountings, or other records pertaining to such calendar year or any portion thereof shall be permitted. Any such review shall be performed at the cost of the requesting Party. Each Party shall be responsible for any discrepancies rightfully attributed to it that are identified in the course of any such review. If the Parties do not agree as to the existence of a discrepancy and/or are unable to reach a resolution with respect to any alleged discrepancy, the Parties will hire an independent accountant/accounting firm to review the relevant records. If the Parties cannot agree upon the selection of an accountant, each Party shall select an accountant, and those two accountants will mutually select a third to perform the review. The Parties agree that the findings of the accountant shall be final and binding, and the Party responsible for the discrepancy shall be responsible for payment of the fees for the accounting review. If the Parties bear shared responsibility for the discrepancy and/or its underlying cause, then each Party shall be responsible for half of the fees resulting from the accounting review.

5. **INSURANCE AND INDEMNIFICATION.**

- A. **Insurance.** During the Term of this Agreement, each Party shall maintain, at its cost and in its name: (i) professional liability coverage, including "tail" coverage (i.e., an extended reporting endorsement), for itself, and its employees and agents, with coverage limits sufficient to cover its indemnification obligations based on a Party's exercise of independent professional clinical judgment; (ii) comprehensive general liability coverage, for itself, and its employees and agents, with coverage limits sufficient to cover its indemnification obligations; (iii) workers' compensation insurance in accordance with applicable state law; and (iv) any other insurance coverage reasonably required by the other Party. Each Party shall provide the other with a certificate evidencing such coverage upon request. Each Party shall also provide at least thirty (30) days' written notice to the other Party of any expiration, cancellation, reduction, or other material change in the amount or scope of any insurance required under this Agreement, including any attachments or addenda.

B. **Indemnification.** To the extent permitted by law, each Party shall indemnify and hold the other Party harmless from and against any and all liability, loss, damage, cause of action, cost, or expense (including reasonable attorneys' fees) arising out of, or in any way connected with, any negligent or intentional act or failure to act, any breach of this Agreement, or any other wrongful conduct by the respective Party, its shareholders, agents, employees, subcontractors, or assigns in the performance of that Party's obligations under this Agreement. The Parties agree that upon receipt of a claim or demand for which a Party is entitled to indemnification, the indemnified Party shall: (i) provide the indemnifying Party with prompt written notice of any indemnifiable claim; (ii) permit the indemnifying Party to assume sole control of the defense, with counsel selected by the indemnifying Party; (iii) furnish the indemnifying Party with all documents and information within the possession, custody, or control of the indemnified Party relating to such claim; (iv) reasonably cooperate with the indemnifying Party and its counsel; and (v) not enter into any oral or written negotiation, settlement, or compromise of any indemnifiable claim without the indemnifying Party's prior written consent. In the event the indemnifying Party defends the indemnifiable claim, it may do so under a reservation of its rights to cease the defense of the claim at a later date (upon reasonable prior written notice to the indemnified Party) in the event it is determined that the indemnifying Party has no obligation to defend or indemnify the claim.

To the extent permitted by law, the County specifically agrees and understands that it will indemnify CRHI for: (1) damage to the Telemedicine Equipment that occurs while the Telemedicine Equipment is on the premises of the County Jail and/or in shipment from the County Jail; and (2) any cost, damage, claim, or liability arising out of any errors or omissions with respect to the County's billing for Services, if applicable.

The County agrees that upon request by CRHI, the County will reimburse CRHI for the full replacement cost of any Telemedicine Equipment that is damaged beyond reasonable repair under the circumstances stated in the preceding paragraph because of the County's or the County Jail's reckless acts or omissions.

6. **COMPLIANCE WITH LAWS AND POLICIES.** The obligations of CRHI under this Agreement shall be subject to any limitations or restrictions imposed by law or regulation. In addition, both Parties understand the following:

A. **HIPAA Compliance.** Each Party represents that it complies with the requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA) and further agrees not to use or disclose protected health information (PHI), regardless of source, in any manner that would violate HIPAA at any time during or after termination of this Agreement. The Parties shall enter into the Business Associate Agreement (BAA) prior to the Commencement Date of this Agreement. The Parties further agree to amend this Agreement as necessary to comply with applicable federal and state laws and regulations governing the use and/or disclosure of individually identifiable health information, including, without limitation, subsequent amendments and regulations relating to HIPAA.

B. **Federal Healthcare Program Compliance.** Each Party represents that it complies with federal healthcare program requirements, as applicable based upon the healthcare services it provides, including, but not limited to, fraud and abuse restrictions, and coding and billing regulations of the Department of Health and Human Services and its Centers for Medicare & Medicaid Services.

C. **Health-e-Corrections Policies.** Each Party agrees to use best efforts to create and comply with Health-e-Corrections' policies, procedures, and protocols (collectively, the "Policies") at all times to ensure that efficient and high-quality Services are provided to County Jail inmates. As of the Effective Date, the Parties acknowledge and agree that the Policies include, but are not limited to, the North Carolina Department of Public Safety's Juvenile Justice Health Care Services Detention Centers Policy and Requirements and Procedures, dated May 2018 (as may be updated from time to time) ("JJ R&Ps").

7. **CONFIDENTIALITY, NON-INTERFERENCE, NON-SOLICITATION, AND NON-DISPARAGEMENT.**

A. **Confidentiality.** As used in this Agreement, "*Confidential Information*" shall be defined as oral, written, and/or recorded information concerning a Party's (or any of its subsidiaries' or affiliates') business, including all notes, analyses, summaries, compilations, studies, sheets, explanation of tests, legal advisories, technical data, marketing information, medical technology, medical records, technical specifications, banking, financing methodologies, investors, introductions to persons, business plans, marketing plans, supplier information, ideas, vendors, development strategies, intellectual property, know-how, proprietary property, written deliverables, business usage or requirements, customer lists, employee and consultant lists, system integrators, financial and operational information, accounting, pricing information, equipment used, reimbursement information, trade secrets, or other documents or records prepared by the non-disclosing Party of such information that contains, reflects, or is based on such information.

The term "Confidential Information" does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by the applicable Party or any of its Representatives, (ii) was independently acquired or developed by the non-disclosing Party or its Representatives without breach of this Agreement, or (iii) becomes available to the non-disclosing Party or any of its Representatives on a non-confidential basis from a person (other than the disclosing Party or any of its Representatives) who, to the non-disclosing Party's knowledge, is not and was not bound by a confidentiality agreement with the disclosing Party, or is not and was not otherwise prohibited from transmitting the information to the non-disclosing Party or its Representatives.

The Parties covenant and agree that they will keep the terms of this Agreement completely confidential and will not hereafter disclose such information concerning this Agreement to any person other than (i) their attorneys, accountants, financial advisors, lenders, or prospective purchasers, (ii) as needed to enforce the terms of this Agreement, or (iii) as required by law. Further, each Party hereby agrees that it and its officers, owners, directors,

employees, agents, and advisors (collectively, "**Representatives**") will use the Confidential Information of the other Party in good faith and solely in connection with this Agreement and for no other purpose, that the Confidential Information will be kept confidential, and that the Party and its Representatives will not disclose any of the Confidential Information in any manner whatsoever or use it for any purpose except as necessary to perform its obligations hereunder; provided, however that (i) either Party and its Representatives may make any disclosure of such information to which the disclosing Party gives its prior written consent, (ii) any of such information may be disclosed to the other Party's Representatives who need to know such information in connection with this Agreement, who agree to keep such information confidential, and who agree to be bound by the terms hereof to the same extent as if they were Parties hereto, and (iii) either Party and its Representatives may make any disclosure that, in the opinion of its legal counsel, is required by law or governmental process. In any event, each Party agrees to undertake reasonable precautions to safeguard and protect the confidentiality of the Confidential Information of the other Party and to accept responsibility for any breach of this Section 7 by any of its Representatives.

Each Party agrees to secure and protect the other's Confidential Information with the same degree of care as the Party would exercise with respect to its own Confidential Information, but in no event with less than reasonable care. If either Party or any of its Representatives are required by applicable law or regulation or by legal process to make any disclosure otherwise prohibited hereunder, the Party being so required agrees to provide the other Party with prompt notice of such requirement prior to disclosure so that the other Party may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, the Party subject to legal disclosure agrees to furnish only that portion of the Confidential Information that its counsel advises is legally compelled and to use its reasonable efforts, at the request and cost of the other Party, to obtain confidential treatment for the Confidential Information disclosed. If at any time either Party so requests for any reason, the other Party will promptly return to the requesting Party or, as elected by the other Party, destroy all Confidential Information delivered to it or its Representatives by or on behalf of the requesting Party. Notwithstanding the return or destruction of the Confidential Information, each Party and its Representatives will continue to be bound by the obligations of confidentiality and other obligations hereunder. All Confidential Information is provided "as is," without warranty of any kind, and the non-disclosing Party shall not be liable for any damages whatsoever relating to recipient's use of such Confidential Information.

With respect to the Telemedicine Equipment, the County agrees and understands that the Telemedicine Equipment (including its use and operation in clinical practice) always remains the property of and is entirely owned by CRHI. Further, all training, instruction, demonstration, and use of the Telemedicine Equipment by CRHI on County Jail's premises constitutes CRHI's intellectual property, trade secrets, and Confidential Information. Accordingly, neither the County nor the County Jail will improperly make use of, or disclose, any such Confidential Information, other than use during the Term of and in accordance with this Agreement.

B. Non-Interference, Non-Solicitation, Non-Disparagement.

(1) **Non-interference.** Each Party agrees that it will not disrupt, damage, impair, or interfere with the business of the other Party, whether by way of interfering with or raiding the other Party's employees, disrupting its relationship with agents, suppliers, business contacts, representatives, vendors, or otherwise.

(2) **Non-disparagement.** Each Party agrees, at all times during and following the term of this Agreement, to refrain from making defamatory remarks concerning the other Party or the other Party's officers, directors, or employees or their professional competence, orally or in writing, directly or indirectly.

C. **Injunctive Relief.** The County acknowledges and agrees that the restrictions contained in this Section 7 are reasonable, necessary, and narrowly tailored to protect the legitimate interests of CRHI, and that any violation of this Section 7, or any portion hereof, will result in immediate and irreparable harm to CRHI, for which a remedy at law is inadequate. Notwithstanding the terms of Section 9.G. of this Agreement, upon any breach or threatened breach of any provision of this Section 7, CRHI shall be entitled, in addition to any other available remedies at law or at equity, to seek immediate injunctive and other equitable relief, including specific performance of the County's obligations under these provisions, without bond and without the necessity of showing actual monetary damage. These rights conferred upon CRHI are cumulative and shall not prevent CRHI from recovering any form of monetary damages or other legal relief, including, but not limited to, compensatory, special, and punitive damages, as well as court costs and attorneys' fees.

8. **INDEPENDENT CONTRACTOR.** The relationship between CRHI and the County is not one of partners, joint venturers, principal and agent, or employer and employee, or any relationship other than that of independent contractor. Except as specifically provided herein, the County shall neither have nor exercise any control or direction over the methods by which CRHI provides the Services. Neither Party shall have or exercise any control or direction over the professional judgment of the other Party or the other Party's healthcare staff or the way the other Party and its healthcare staff perform professional services. Each Party is solely responsible for the compensation, benefits, insurance coverage, employer taxes, and any other obligations of its own employees or independent contractors.

9. **GENERAL PROVISIONS.**

A. **Assignment.** Unless otherwise permitted in this Agreement, neither Party may assign any of its rights nor delegate any of its duties under this Agreement without first obtaining the express written consent of the other Party. Subject to the foregoing restriction, this Agreement shall be binding on the Parties and their successors and permitted assigns.

B. **Severability.** In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the application of such provision to other persons or circumstances shall be interpreted so

as to reasonably give effect to the intent of the Parties. The Parties further agree to use commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business, and other purposes of such void or unenforceable provision.

- C. **Notice.** Any and all notices, demands, requests, and other communications required or permitted to be given hereunder shall be in writing and shall be given by overnight courier or by certified U.S. mail (with return receipt requested), or via email, to the respective Party at the address provided below or as otherwise indicated by notice given in accordance with this provision. If delivered by overnight courier, such notice shall be effective on the date of delivery if delivered on a business day, otherwise such notice shall be effective on the next succeeding business day. If delivered by certified U.S. mail, such notice shall be effective on the third business day after the date of mailing. If delivered by email, such notice shall be effective on the first business day after the date the email was sent.

If to CRHI:

Attention: Amanda Martin
Title: Executive Director
Address: 120 Oak Avenue
Spruce Pine, NC 28777
Phone: (828) 467-8815
E-mail: amanda.martin@crhi.org

Copy to: Faisal Khan, Esq.
Nixon Law Group PLLC
faisal.khan@nixonlawgroup.com

If to the County:

Attention: Craig Goforth
Title: Chairman, Board of Commissioners
Address: PO Box 579
Marshall NC 28753
Phone: 828-649-2854
Email: Cgoforth@madisoncountync.gov

Copy to: Sheriff James Harwood
SheriffHarwood@madisoncountync.gov

- D. **Waiver.** A waiver by either Party of any term or condition of this Agreement, in any instance, shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof, nor shall it be deemed a waiver of performance of any other obligation hereunder.
- E. **Entire Understanding.** This Agreement, including any exhibits or addenda attached hereto contain the entire understanding of the Parties relating to the subject matter herein

and supersede all prior and collateral agreements, understandings, statements, and/or negotiations of the Parties. This Agreement may only be changed, modified, amended, rescinded, or supplemented by a written agreement executed by both Parties.

- F. **Governing Law.** The laws of North Carolina, without regard to conflict of law principles, shall govern all matters arising out of or relating to this Agreement, including, but not limited to, its validity, interpretation, performance, enforcement, and construction.
- G. **Arbitration.** Except as otherwise permitted under Section 7 of this Agreement and unless prohibited by law, any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Buncombe County, North Carolina, and before a single arbitrator (or an adjacent county if no arbitrator is available in Buncombe County). The arbitration shall be administered according to the AHLA Alternative Dispute Resolution Service Rules of Procedure for Arbitration. Judgment on the award may be entered in any court having jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator. The determination of the arbitrator shall be **FINAL AND BINDING** upon the Parties. Nothing contained in this provision shall preclude either Party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Each Party has read and understood this Section and understands that it hereby agrees to submit any claims arising out of this Agreement to binding arbitration and that this dispute resolution provision constitutes a waiver of the Party's right to a jury trial. **HOWEVER**, prior to either Party initiating Arbitration of any dispute, the Parties agree to attempt mediation of the dispute with a mutually agreeable trained mediator in Buncombe County, North Carolina (or an adjacent county if there isn't a trained mediator in Buncombe County). "Trained mediator" means a professional with actual training and experience in the field of Mediation and/or dispute resolution.

EACH PARTY HAS READ AND UNDERSTANDS THIS SECTION AND UNDERSTANDS THAT, BY SIGNING THIS AGREEMENT, THE PARTY AGREES TO SUBMIT ANY AND ALL CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH, OR TERMINATION THEREOF TO MEDIATION AND ARBITRATION, AND THAT THE DISPUTE RESOLUTION PROVISIONS SET FORTH IN THIS SECTION CONSTITUTE A WAIVER OF THE PARTY'S RIGHT TO A JURY TRIAL.

- H. **Attorneys' Fees.** Should either Party institute any action or proceeding, including, without limitation, arbitration, relating to this Agreement, the prevailing Party in any such action or proceeding shall be entitled to receive from the other Party all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action or proceeding.

- I. **Interpretation of Agreement; Headings.** The Parties acknowledge and agree that because all Parties and their attorneys participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear, or otherwise, in favor of, or against any Party by reason of that Party's role in drafting this Agreement. The descriptive headings of sections and subsections in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- J. **Additional Acts.** The Parties hereto agree to perform such other acts, and to execute such additional documents, as may be required from time to time to carry out the provisions of this Agreement, the intentions of the Parties, or maintain compliance with applicable law. The Parties also agree to use best efforts to cooperate and coordinate with each other to implement and maintain the Health-e-Corrections telemedicine component and serve County Jail inmates thereunder.
- K. **Disclaimer of Warranties; Release.** **CRHI MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY, WITH RESPECT TO THE TELEMEDICINE EQUIPMENT.** CRHI makes no representations or warranties about how the Telemedicine Equipment will interact with the County's existing or future software, hardware, or other equipment. The County acknowledges and agrees that CRHI is released of any and all liability related to the Telemedicine Equipment. To the extent permitted by law, the County hereby waives any and all claims, rights of recourse, and/or remedies against CRHI, and agrees to pursue any claims directly against the manufacturer of the Telemedicine Equipment. CRHI disclaims any responsibility or liability for Services, including for any malfunction or failure of performance, to the extent that the County has failed to comply with any of the Specifications stated in **Appendix 2.**
- L. **Limitation of Liability.** Under no circumstances shall CRHI be liable to the County for any third party for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special or exemplary damages, whether the claim is based on negligence, breach of contract, express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if either Party knew or was advised that such damages could or may result. CRHI disclaims any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in this Agreement including any warranty of merchantability or fitness for a particular purpose. CRHI's maximum liability in respect of any loss or damage suffered by the County and arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or in any other way, shall not exceed the value of sums paid by the County to CRHI in relation to this Agreement, pursuant to which the relevant loss or damage has arisen. Nothing in this Section shall serve to limit CRHI's liability to any Covered Inmate in connection with the Services provided by CRHI to said Covered Inmate.

In addition, with respect to the Telemedicine Equipment, once CRHI delivers the Telemedicine Equipment to the County Jail's premises, CRHI shall have no liability in the

event of any loss, damage, theft, or disappearance of the Telemedicine Equipment, regardless of circumstances. The County uses the Telemedicine Equipment at its own risk and assumes all liability in connection with the same. The County will specifically inform CRHI in writing as to which County Jail staff shall be authorized to access and/or use the Telemedicine Equipment and shall certify that such use shall comply with all applicable laws, regulations, standards, and licenses. To the extent permitted by law, the County shall be solely responsible for and shall indemnify and hold harmless CRHI against all claims, demands, and liability arising as a result of gross misuse of the Telemedicine Equipment or gross misconduct.

- M. **Execution**. Delivery of an executed counterpart of this Agreement may be made by fax, e-mail, or other electronic transmission and shall be deemed to be a written and signed original for all purposes. This Agreement is effective only upon signed acceptance by both Parties. By their signatures on this Agreement, each of the signatories represents that he/she has the authority to execute this Agreement and to bind the Party on whose behalf execution is made. This Agreement, when mutually executed, constitutes the legal, valid, and binding obligation of the Parties and is enforceable in accordance with its terms.
- N. **Force Majeure**. Neither Party will be responsible for any failure or delay in its performance under this Agreement (other than financial obligations, including payment of amounts due) if such failure or delay is the result of any of the following (each, a "Force Majeure Event"): labor dispute; act of nature; inability to obtain labor or materials; accident, other than one brought about by the Party seeking excuse or delay for such accident; future law, regulation, ordinance, or requirement of any governmental or regulatory agency; or any other event that is beyond the Party's reasonable control. Notwithstanding the foregoing, a Force Majeure Event does not include economic hardship, reduction in reimbursement, changes in market conditions, or insufficiency of funds. This Section (*Force Majeure*) shall not release such Party from using its reasonable efforts to avoid or remove such cause and/or mitigate such Force Majeure Event, and such Party shall resume performance whenever such causes are sufficiently ameliorated.
- O. **Third Parties**. Nothing in this Agreement creates, or will be deemed to create, any third-party beneficiaries of or under this Agreement.
- P. **Survival**. All provisions that logically ought to survive termination of this Agreement shall so survive.

[Remainder of page intentionally left blank; signature page follows]

Appendix 1: The Services

A. The Services shall include:

1. Telemedicine Equipment Services, consisting of:
 - (a) Various hardware to be furnished by CRHI, and related software (the “**Telemedicine Equipment**”), to facilitate the delivery of telemedicine services to the County Jail’s Covered Inmates.
 - (b) Ongoing information technology support to facilitate the operation and functionality of the Telemedicine Equipment.
 - (c) Orientation, training, and documentation with respect to use of the Telemedicine Equipment.
2. General Clinical and Administrative Services (the “**CRHI Services**”), including the following:
 - (a) Provide the County Jail a Telehealth Logistics Coordinator to serve as the initial point of contact for all questions concerning the Services;
 - (b) Dedicated support from CRHI’s Executive Director and Medical Director, as necessary, to ensure efficient operations and Services are provided;
 - (c) Management of the day to day operations of the Services / the telemedicine component of the County Jail’s Health-e-Corrections program as described in this Agreement;
 - (d) Provide clinical consultation via live, two-way video for the remote examination of Covered Inmates experiencing non-urgent, non-emergent, and non-emergency health issues requiring telemedicine intervention during the normal business daytime hours, as determined by County Jail healthcare staff. Clinical consultation will be provided by qualified, licensed and/or certified clinical professionals acting within the scope of their practice and license and/or certification;
 - (e) Provide said telemedicine services within a reasonable timeframe upon receipt of a telemedicine service request from the County Jail or Covered Inmates;
 - (f) Direct the implementation of the Services at the County Jail; and,
 - (g) Conduct quality assessments/reviews of the telemedicine component of the County Jail’s Health-e-Corrections program with the County and support the County’s efforts to implement quality assessment/review action items and/or other recommendations.
3. Adult Inmate Services, including the following:
 - (a) Acute healthcare via telemedicine (with County Jail healthcare staff support);
 - (b) Nursing-level healthcare advice via telephone or telemedicine (with County Jail healthcare staff support);
 - (c) Referrals and orders for laboratory work (to be drawn and processed by the Madison County Health Department).

- (d) Medication management for behavioral health via telemedicine (in collaboration with RHA therapists);
 - (e) Medication management for inmates with long term use (including follow-up in-person visits); and,
 - (f) Standing orders for common ailments.
4. Juvenile Inmate Services, including the following:
- (a) Acute healthcare via telemedicine (with County Jail healthcare staff or school nurse present) and weekly sick call;
 - (b) Nursing-level healthcare advice via telephone or telemedicine (with County Jail healthcare staff or school nurse present);
 - (c) Intake examination via telemedicine (with County Jail healthcare staff or school nurse present), excluding vision screening (which will be completed by the County Jail healthcare staff or school nurse presenter);
 - (d) Training and education to the Health-e-Corrections staff on the telemedicine component of the Health-e-Corrections program, including medical treatment guidelines, medication administration, and the process for annual standing orders and Services reviews;
 - (e) Referrals and orders for laboratory work (to be drawn and processed by the Madison County Health Department).
 - (f) Medication management for behavioral health via telemedicine (in collaboration with RHA therapists);
 - (g) Create, review, and approve:
 - i. Medical treatment guidelines for juvenile physical complaints;
 - ii. Medication administration training materials;
 - iii. Process for annual review of standing orders; and,
 - iv. Process for annual review of the Services (including but not limited to self-reporting and peer review process).
 - (h) Complete Medical Alert Form (YD/M 002) for special circumstances identified during the intake process or later, as required;
 - (i) Prepare Medical Discharge Summary (YC/M 009) for court counselor and continuity of care, as required;
 - (j) Annual wellness visits via telemedicine or in-person examination for/as:
 - i. Juveniles incarcerated longer than a 12-month period;
 - ii. Requested by the NCDHHS' Division of Social Services;
 - iii. Requested by the juvenile or legal guardians (with the juvenile's assent); and,
 - iv. Juveniles who have not had a wellness visit during the past 12 months.

- (k) Vaccine history review, and referral to the Madison County Health Department as necessary; and,
- (l) Reporting orders that arise from acute visits on the Health Care Provider's Medical Orders Form (YC/M 006).

B. Exclusions. The Services shall exclude the following:

- (a) Guaranteed time of availability;
- (b) Care and treatment for any urgent, emergent, or emergency health condition;
- (c) Prenatal care (except for ordering a pregnancy test or basic counseling of a pregnant juvenile);
- (d) Behavioral healthcare (except for contacting RHA at the County Jail's request to communicate behavioral healthcare referrals);
- (e) Controlled substances (except for prescribing Attention-Deficit/Hyperactivity Disorder medications for juveniles that have been authorized by the State to receive such medications); and,
- (f) Laboratory tests/services (except for the following Clinical Laboratory Improvement Amendments-waived tests: rapid strep test, rapid flu test, and urinalysis)

C. Licensure and Background Checks. Both Parties covenant that all healthcare staff assigned to provide Services and/or participate in or manage the telemedicine component of the County Jail's Health-e-Corrections program are:

- (a) Licensed to provide clinical care and are in good standing in North Carolina;
- (b) Have never been excluded from any government healthcare program and are not subject to any pending action, the outcome of which could be such exclusion; and,
- (c) Passed said Party's respective background check processes and said Party has no reason to believe that they pose any threat to the safety and security of Covered Inmates or the other Party.

Appendix 2: The Specifications

- A. The County shall, at its sole expense:
1. Abide by the terms and conditions required by CRHI's Telemedicine Equipment that are provided to it, including all related software licenses, whether purchased or supplied by CRHI or the County;
 2. Provide a Key Contact or Project Lead, approved by CRHI, to work closely with CRHI's Executive Director, Medical Director, and Telehealth Logistics Coordinator;
 3. Participate in Service implementation activities;
 4. Cover all overhead expenses related to the provision of Services at the County Jail;
 5. Collect written informed consent from Covered Inmates and their parents or legal guardians, as applicable; ensure that Covered Inmates do not have access to Services without having first provided informed consent (or otherwise authorized by law to receive Services without written informed consent);
 6. Provide a Human Services Coordinator to coordinate with and support CRHI's management of the telemedicine component of the Health-e-Corrections program, and serve as a point of contact for the medical needs of the juvenile;
 7. Maintain, ensure, and comply with the following specifications, also at the County's sole expense:
 - (a) Wireless Internet connectivity between CRHI and the County for data transmission and compatibility with CRHI's software and hardware;
 - (b) A static IP for consistent Wi-Fi connection or a dedicated wireless network, as determined by CRHI;
 - (c) Uninterruptable electrical outlets for in-room use of equipment, including the Telemedicine Equipment;
 - (d) A safe storage location for the Telemedicine Equipment, and a safe, secure and private location within the County Jail for the provision of Services;
 - (e) Provide access to a secure workspace, as necessary, for the Telehealth Logistics Coordinator;
 - (f) Appropriate and adequate safeguards and measures, including, but not limited to firewalls, to ensure the security of electronic connections, access to electronic systems, and information that will be used and/or accessed by CRHI, the County, or the County Jail, configured and maintained in compliance with HIPAA and other applicable federal and state privacy laws and regulations;
 - (g) Verification of the compatibility of the County's equipment and electronic connections so as to provide clear, accurate, and timely communication, with immediate notification to CRHI if any of the equipment, connections, and/or security is or is suspected to be compromised or impaired in any way and prompt, diligent action by the County and County Jail, in consultation with CRHI, to restore said equipment, connections, and/or security as soon as possible;
 - (h) Routine cleaning and caring for the Telemedicine Equipment; and

(i) Any software or hardware updates, modifications, or replacements to the County's software and systems that may be necessary to ensure the ongoing ability of the County's and the County Jail's software and systems to effectively integrate with the Telemedicine Equipment.

8. The County shall timely install all updates to the software/hardware, as prompted, and shall cooperate with CRHI in maintaining ongoing integration with the County's and the County Jail's existing and/or future systems or platforms to ensure the ability to accurately view Covered Inmates and monitor functions remotely via the Telemedicine Equipment.

9. The County shall also meet or exceed the following network requirements, as may be updated by CRHI from time to time due to changing Telemedicine Equipment standards:

(a) Minimum 5 Mbps upload and download speeds;

(b) Less than 350ms latency on the call path (i.e., tablet to server to browns); and

(c) All TytoCare IT Platform Architectural and Data Flow requirements applicable for the Telemedicine Equipment as advised by CRHI.

B. The County will NOT:

1. Effect any repairs or modifications to the Telemedicine Equipment;

2. Remove or interfere with any certification markers affixed to the Telemedicine Equipment;

3. Deface or add to the Telemedicine Equipment;

4. Sublet or allow the use of the Telemedicine Equipment by any third party;

5. Attempt to dispose of the Telemedicine Equipment; or

6. Grant any interest in the Telemedicine Equipment to any third party.

C. If the Telemedicine Equipment is not in working order when delivered, the County agrees to notify CRHI immediately and to return the Telemedicine Equipment within 24 hours of receipt. If the County fails to return the Telemedicine Equipment in this manner and timeframe, it is presumed the Telemedicine Equipment was delivered in good working condition and that the County accepts Telemedicine Equipment for use. CRHI will replace the malfunctioning Telemedicine Equipment, provided the County is not in breach of this Agreement, by shipping replacement Telemedicine Equipment promptly upon receipt of the returned, malfunctioning Telemedicine Equipment. If CRHI finds that Telemedicine Equipment reported as faulty is in working order, then the County will pay the cost of collection and delivery of the replacement Telemedicine Equipment. CRHI will promptly replace malfunctioning Telemedicine Equipment at any time during the Term of this Agreement upon receipt of the returned, malfunctioning Telemedicine Equipment so long as the County is not in breach of this Agreement.

Appendix 3: The Criteria

The County will ensure that the County Jail's healthcare staff:

1. Comply with all CRHI policies, procedures, or protocols for completing an evaluation setup and/or relating to the provision of Services.
2. Maintain appropriate licensure, in good standing, and render all healthcare services consistent with the highest professional standards and rules of conduct.
3. Undergo HIPAA training and comply with HIPAA and other applicable federal and state privacy laws and regulations.
4. Undergo training in CRHI's protocols and systems for proper use of the Telemedicine Equipment.
5. Cooperate with CRHI in quality improvement activities.

Appendix 4: Fees

- A. CRHI's annual base fee is: \$80,000 (the "Base Fee"). The Base Fee reimburses CRHI's annual program management, nursing support, education and training efforts, and supply costs (collectively, the "Administrative and Management Costs"). The Base Fee shall be payable in equal monthly installments.
- B. CRHI's professional service fees are set forth in the chart below and are based on the applicable CPT code descriptors (the "Professional Fees"). The Professional Fees reimburse CRHI for the costs of the professional services rendered.

Health-e-Corrections Telemedicine Component Professional Fees, 2020 – 2021

\$ 45.00	New Patient Telehealth Visit, Level 1
\$ 75.00	New Patient Telehealth Visit, Level 2
\$ 105.00	New Patient Telehealth Visit, Level 3
\$ 165.00	New Patient Telehealth Visit, Level 4
\$ 205.00	New Patient Telehealth Visit, Level 5
\$ 26.00	Established Patient Telehealth Visit, Level 1
\$ 45.00	Established Patient Telehealth Visit, Level 2
\$ 85.00	Established Patient Telehealth Visit, Level 3
\$ 110.00	Established Patient Telehealth Visit, Level 4
\$ 150.00	Established Patient Telehealth Visit, Level 5
\$ 150.00	5-11 yrs New Patient Well Visit
\$ 150.00	12-17 yrs New Patient Well Visit
\$ 150.00	18-39 yrs New Patient Physical Exam
\$ 175.00	40-64 yrs New Patient Physical Exam
\$ 190.00	65 yrs and over New Patient Physical Exam
\$ 130.00	5-11 yrs Established Patient Well Visit
\$ 130.00	12-17 yrs Established Patient Well Visit
\$ 130.00	18-39 yrs Established Patient Physical Exam
\$ 155.00	40-64 yrs Established Patient Physical Exam
\$ 170.00	65 yrs and over Established Patient Physical Exam
\$ 20.00	(strep) Infectious Agent Detection by Immunoassay
\$ 10.00	Urinalysis Routine Without Microscopy
\$ 10.00	Urinalysis Pregnancy Test – Color Comparison Method
\$ 20.00	(flu) Infectious Agent Antigen Detection by Immunoassay

- C. The Parties acknowledge and agree that CRHI shall invoice the County for Professional Fees when the services rendered are not covered by healthcare insurance (federal or commercial) based upon incarceration status and/or the inmates/patients are not eligible for healthcare insurance coverage at the time of service, and the County shall reimburse CRHI for Professional Fees in accordance with the Section 1(D) of this Agreement.
- D. The Parties acknowledge and agree that the Base Fee has been calculated, in part, based on historical County

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date first above written.

EXECUTED BY:

**THE CENTER FOR RURAL
HEALTH INNOVATION**

Signature: Amanda K Martin

Printed Name: Amanda K. Martin, MHA

Its: Executive Director

Date: 3/25/2020

**MADISON COUNTY
NORTH CAROLINA**

Signature: [Handwritten Signature]

Printed Name: Craig D. Goforth

Its: Chair, Board of Commissioners

Date: 03/25/2020

Jail inmate census/population/numbers. Accordingly, the Parties shall confer at least twice a year (with the first conference taking place no later than six (6) months after the Effective Date) to reevaluate the level of telemedicine service and program management needs for the County Jail and confirm that the Base Fee accurately reflects the time and effort required for CRHI to manage the telemedicine component of Health-e-Corrections.

Date run: 4/6/2020 1:38:28 PM
 Data as of: 4/5/2020 7:42:53 PM

TR-304 Bill Release Report

NCPTS V4

Attachment 7.2

Report Parameters:

Release Date Start: 3/1/2020 Release Date End: 3/31/2020
 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(\$)
000000721-2019-0000-00-REG	METCALF, JOHN R. JR.	8/28/2019	Removal of SW	APRIL	3/2/2020	860.00	160.00
000000976-2019-0000-00-REG	SILVER, JERRY L.	8/28/2019	Removal of SW	APRIL	3/10/2020	636.47	160.00
000002203-2019-0000-00-REG	SHELTON, ROBBIE	8/28/2019	Removal of SW	APRIL	3/18/2020	515.74	160.00
000003303-2019-0000-00-REG	TOWN OF MARS HILL	8/28/2019	Removal of SW	DIANA	3/10/2020	160.00	160.00
000004043-2018-0000-00-REG	MERRIMAN, TOMMY J.	8/15/2018	Ownership	APRIL	3/9/2020	156.54	156.54
000004043-2019-0000-00-REG	MERRIMAN, TOMMY J.	8/28/2019	Ownership	APRIL	3/9/2020	164.24	164.24
000004043-2020-0000-00-REG	FOLEY, CHRISTINE E.	3/13/2020	Assessed In Err	DIANA	3/13/2020	164.24	164.24
000004044-2018-0000-00-REG	MERRIMAN, TOMMY J.	8/15/2018	Ownership	APRIL	3/9/2020	155.06	155.06
000004044-2019-0000-00-REG	MERRIMAN, TOMMY J.	8/28/2019	Ownership	APRIL	3/9/2020	162.68	162.68
000004044-2020-0000-00-REG	FOLEY, CHRISTINE E.	3/13/2020	Penalty In Err	APRIL	3/13/2020	195.22	32.50
000004045-2018-0000-00-REG	MERRIMAN, TOMMY J.	8/15/2018	Ownership	APRIL	3/9/2020	153.66	153.66
000004045-2019-0000-00-REG	MERRIMAN, TOMMY J.	8/28/2019	Ownership	APRIL	3/9/2020	417.22	417.22
000006325-2019-0000-00-REG	WOODY, CLIFTON	8/28/2019	Removal of SW	APRIL	3/23/2020	830.07	160.00
000007642-2019-0000-00-REG	BOWENS, GRACIE	8/28/2019	Removal of SW	APRIL	3/10/2020	192.00	160.00
000007729-2018-0000-00-REG	CARPENTER, TAD EDWARD	8/15/2018	Removal of SW	DIANA	3/10/2020	386.65	160.00
000007729-2019-0000-00-REG	CARPENTER, TAD EDWARD	8/28/2019	Removal of SW	DIANA	3/10/2020	397.80	160.00
000007983-2019-0000-00-REG	FORE, LISA	8/28/2019	Removal of SW	APRIL	3/24/2020	187.50	160.00
000008987-2019-0000-00-REG	SILVER, JOHN L.	8/28/2019	Removal of SW	DIANA	3/11/2020	374.57	160.00
000009933-2018-0000-00-REG	RUSSELL, BOBBY CARROLL JR.	8/15/2018	Assessed In Err	APRIL	3/12/2020	30.81	30.81
000009933-2019-0000-00-REG	RUSSELL, BOBBY CARROLL JR.	8/28/2019	Assessed In Err	APRIL	3/12/2020	32.49	32.49
000010461-2019-0000-00-REG	BUCKNER, MALCOLM REX	8/28/2019	Exempt Property	APRIL	3/5/2020	43.90	43.90

0000013022-2019-2019-0000-00-REG	SAVANNAH DAWN PROPERTIES, LLC	8/28/2019	Removal of SW	APRIL	3/12/2020	273.42	160.00
0000013948-2019-2019-0000-00-REG	HENSLEY, ROBERT DEWAYNE	8/28/2019	Removal of SW	APRIL	3/4/2020	471.30	160.00
0000015081-2018-2018-0000-00-REG	DANCING MOON PRINT SOLUTIONS	8/15/2018	Business closed	APRIL	3/19/2020	174.69	174.69
0000015081-2019-2019-0000-00-REG	DANCING MOON PRINT SOLUTIONS	9/8/2019	Business closed	APRIL	3/19/2020	184.78	184.78
0000015937-2018-2018-0000-00-REG	DAVIS, CANDICE SHETLEY	8/15/2018	Ownership	APRIL	3/17/2020	34.22	34.22
0000015937-2019-2019-0000-00-REG	DAVIS, CANDICE SHETLEY	8/28/2019	Ownership	APRIL	3/17/2020	34.65	34.65
0000016098-2018-2018-0000-00-REG	OSBORNE, NANCY A.	8/15/2018	Assessed In Err	APRIL	3/11/2020	71.57	71.57
0000016098-2019-2019-0000-00-REG	OSBORNE, NANCY A.	8/28/2019	Assessed In Err	APRIL	3/11/2020	69.58	69.58
0000017255-2018-2018-0000-00-REG	DAVIS, CANDY CLAUDELL	8/15/2018	Ownership	APRIL	3/10/2020	30.25	30.25
0000017255-2019-2019-0000-00-REG	DAVIS, CANDY CLAUDELL	8/28/2019	Ownership	APRIL	3/10/2020	31.90	31.90
0000017282-2018-2018-0000-00-REG	BANKS, STEPHANIE NICOLE	8/15/2018	Assessed In Err	APRIL	3/18/2020	33.55	33.55
0000017282-2019-2019-0000-00-REG	BANKS, STEPHANIE NICOLE	8/28/2019	Assessed In Err	APRIL	3/18/2020	35.20	35.20
0000019304-2018-2018-0000-00-REG	HAWKINS, ROBERT ANTHONY	8/15/2018	Assessed In Err	DIANA	3/10/2020	636.78	636.78
0000021004-2019-2019-0000-00-REG	BREWSTER, ROBERT J.	8/28/2019	Adjustment	DIANA	3/5/2020	1,782.68	1,609.88
0000021472-2019-2019-0000-00-REG	MOUNTAIN SUN BUILDING & DESIGN,	8/28/2019	Removal of SW	APRIL	3/13/2020	1,008.33	640.00
0000273352-2016-2016-0000-00-REG	CARPENTER, TAD EDWARD	8/15/2016	Removal of SW	DIANA	3/10/2020	386.65	160.00
0000273359-2015-2015-0000-00-REG	CARPENTER, TAD EDWARD	8/15/2015	Removal of SW	DIANA	3/10/2020	386.65	160.00
0000273372-2017-2017-0000-00-REG	CARPENTER, TAD EDWARD	8/15/2017	Removal of SW	DIANA	3/10/2020	386.65	160.00
0000326062-2016-2016-0000-00-REG	RUSSELL, BOBBY CARROLL JR.	8/15/2016	Assessed In Err	APRIL	3/12/2020	32.54	32.54
0000326078-2017-2017-0000-00-REG	RUSSELL, BOBBY CARROLL JR.	8/15/2017	Assessed In Err	APRIL	3/12/2020	30.25	30.25
0000413414-2013-2013-0000-00-REG	WALLIN, VERLIE S.	8/15/2013	Ownership	APRIL	3/10/2020	209.70	209.70
0000413417-2016-2016-0000-00-REG	WALLIN, VERLIE S.	8/15/2016	Ownership	APRIL	3/10/2020	190.25	190.25
0000413421-2015-2015-0000-00-REG	WALLIN, VERLIE S.	8/15/2015	Ownership	APRIL	3/10/2020	190.25	190.25
0000413428-2014-2014-0000-00-REG	WALLIN, VERLIE S.	8/15/2014	Ownership	APRIL	3/10/2020	210.25	210.25
0000430094-2017-2017-0000-00-REG	DANCING MOON PRINT SOLUTIONS	8/15/2017	Business closed	APRIL	3/19/2020	174.69	174.69
0000453987-2014-2014-0000-00-REG	LAMB'S AUTO REPAIR	8/15/2014	Business closed	APRIL	3/13/2020	81.13	81.13
0000453988-2015-2015-0000-00-REG	LAMB'S AUTO REPAIR	8/15/2015	Business closed	APRIL	3/13/2020	104.85	104.85
0000453989-2016-2016-0000-00-REG	LAMB'S AUTO REPAIR	8/15/2016	Business closed	APRIL	3/13/2020	104.85	104.85
0000455442-2016-2016-0000-00-REG	OSBORNE, NANCY A.	8/15/2016	Assessed In Err	APRIL	3/11/2020	82.76	82.76
0000455445-2017-2017-0000-00-REG	OSBORNE, NANCY A.	8/15/2017	Assessed In Err	APRIL	3/11/2020	76.95	76.95
0000455447-2015-2015-0000-00-REG	OSBORNE, NANCY A.	8/15/2015	Assessed In Err	APRIL	3/11/2020	80.89	80.89
0000466081-2017-2017-0000-00-REG	DAVIS, CANDY CLAUDELL	8/15/2017	Ownership	APRIL	3/10/2020	27.50	27.50
0000466155-2017-2017-0000-00-REG	BANKS, STEPHANIE NICOLE	8/15/2017	Assessed In Err	APRIL	3/18/2020	30.50	30.50
0000466764-2018-2018-0000-00-REG	NAULT, DAVID SCOTT	8/15/2018	Processed In	APRIL	3/9/2020	57.98	57.98
0000496724-2003-2003-0000-00-REG	NORTH CAROLINA DEPARTMENT OF	8/15/2003	Exempt Property	DIANA	3/20/2020	72.16	72.16

0000496726-2006-2006-0000-00-REG	NORTH CAROLINA DEPARTMENT OF	8/15/2006	Exempt Property	DIANA	3/20/2020	246.96	246.96
0000496727-2005-2005-0000-00-REG	NORTH CAROLINA DEPARTMENT OF	8/15/2005	Exempt Property	DIANA	3/20/2020	246.96	246.96
0000496728-2004-2004-0000-00-REG	NORTH CAROLINA DEPARTMENT OF	8/15/2004	Exempt Property	DIANA	3/20/2020	246.96	246.96
0000567732-2019-2019-0000-00-REG	PHILLIPS, BRUCE	8/28/2019	Exempt Property	DIANA	3/24/2020	85.01	85.01
0000567944-2019-2019-0000-00-REG	WHITE, JOHN SPENCER	8/28/2019	Assessed In Err	APRIL	3/18/2020	262.95	262.95
0000568611-2019-2019-0000-00-REG	HARMON, PEGGY DAVIS	8/28/2019	Assessed In Err	APRIL	3/24/2020	1.51	1.51
0000568775-2019-2019-0000-00-REG	FORE, RICHARD HOWARD AND WIFE,	8/28/2019	Assessed In Err	APRIL	3/23/2020	35.20	35.20
0000569332-2019-2019-0000-00-REG	SUTTON LEASING INC.	9/9/2019	Assessed In Err	APRIL	3/9/2020	671.00	671.00
0000010905-2019-2019-0000-00-REG	FREEMAN, ANDREW SETH	9/9/2019	Assessed In Err	APRIL	3/31/2020	356.92	356.92
0000020201-2019-2019-0000-00-REG	ROBERTS, PEGGY	9/9/2019	Assessed In Err	APRIL	3/31/2020	852.83	852.83
Subtotal							11,374.4
Total							11,374.4

Bill Amount
R/gal

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476.47
355.74
0.00
0.00
0.00
0.00
0.00
0.00
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0.00
670.07
32.00
226.65
237.80
27.50
214.57
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0.00
196.92
692.83

DC-251 (Revised June 2015)

Account Number 1206

New Contract Modified Contract Renewal Job Code H10004-102

**NC DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ADULT CORRECTION – PRISONS
INMATE LABOR CONTRACT**

FACILITY NAME AND NUMBER Craggy Correctional Center # 4630 DATE 04/06/2020

AGENCY NAME AND BILLING ADDRESS Madison County Government Offices PO Box 579 Marshall, NC. 2753

Project Beginning Date: 07/01/2020 Project Ending Date: 06/30/2021

PROJECT DESCRIPTION: Duties will include, but are not limited to, janitorial, grounds/building maintenance, cleaning park/recreation area maintenance, public works projects, roadside cleaning, recycling projects and other governmental agency projects.

PROJECT COST

LABOR:

Number of Laborers 3 x \$1.00 per 8 hour work day = 3 x 260 Projected Number of Days of Project = \$780.00 Total Projected Labor Cost

ADMINISTRATIVE:

Administrative Cost Waived Not Waived _____ / _____
(Region Director Signature) Date

PROJECT TOTAL COST TO BE BILLED \$780.00 ("Total Projected Labor Cost" plus "Administrative Cost" above)

INVOICE TO BE SUBMITTED: Monthly Quarterly Semi-annually Annually
 Other (specify) _____

APPROVED BY:

*Mark H. Pulliam 14/16/2020 / /
1. Governmental Agency authority Date 2. Facility Head Date

_____/ /
3. Region Director Date 4. Program Services Manager Date

Form Distribution by Program Services: Original -Facility Copy -Program Services, Region Office, and Accounting

NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ADULT CORRECTION – PRISONS

INMATE LABOR AGREEMENT

DATE: 4/6/2020

For the purpose of employing inmate labor from the Department of Public Safety, Division of Adult Correction – Prisons, the following terms are agreed upon by the Department of Public Safety and the Madison County Government Offices.

I. Logistics

- A. Inmate labor will be supplied by the Division of Adult Correction – Prisons. All inmates assigned to labor contracts will be English speaking or have completed English as a second language training.
- B. Inmates will be provided lunch by Prisons.
- C. Transportation will be supplied by Madison County Government Offices. Work schedules will also be furnished by Madison County Government Offices.
- D. Inmates may work eight (8) hours per day, seven (7) days per week. This will include travel time to and from the correctional facility. Schedules may be varied or staggered depending upon the assigned work station. Inmates may be authorized to work in excess of eight (8) hours per day, with the authorization of Prisons. (Note: The agency will be billed \$1.00 per 8 hour workday, even if the inmate(s) work less than an eight (8) hour day.)
- E. No inmate will be allowed to work in an area that is not supervised by a Custodial Agent.
- F. No inmate will be allowed to work on school property, e.g., private or public elementary, middle or high schools, while students are on the property. No sex offender inmate will be assigned or allowed to work on the property of any educational facility, e.g., private or public elementary, middle, high school, community college or university, etc.
- G. The Department of Public Safety has zero-tolerance for undue familiarity or sexual abuse with an offender. It is the contract agency's duty to report any allegations of inmate sexual violence either by another inmate, correctional staff, correctional agents, agency vendors and/or volunteers. (see Section VIII below)

II. Work Station/Duties

- A. Work stations may be any property owned or leased by: Madison County Government Offices.
- B. Inmates are allowed to perform manual labor tasks such as the following:
 - 1. Floor care duties including sweeping, mopping, vacuuming and buffing. *Inmates are not allowed to operate motorized floor cleaning equipment designed to transport the operator.*
 - 2. Furniture, fixtures, windows and cabinetry cleaning, dusting and/or polishing that is done from the floor or a step ladder.

3. Custodial duties such as emptying trash cans, carrying out trash, restocking supplies in restrooms, moving furniture, and setting up furniture.
4. Motor vehicle maintenance, washing and vacuuming which does not require the inmate to be on elevated surfaces more than four feet tall, without appropriate fall protection. Acceptable fall protection would include ladders, standard railings on working surfaces, properly erected scaffolding or a personal fall arrest system. *Inmates are not allowed to operate motor vehicles for any reason and cannot be allowed to have the keys for operating a motor vehicle for any reason.*
5. Grounds care duties including litter pick up, grass mowing, weed eating, pruning, hedge trimming, leaf blowing, raking, applying herbicides and pesticides, setting out and taking up small plants and bushes. *Inmates must be trained by managers and supervisors in the safe operation of any powered equipment. Inmates can be trained to operate riding mowers. All equipment must have manufacturer and OSHA required warning labels, safety guards and devices in good condition. Inmates applying herbicides and pesticides must be trained and closely supervised by a duly licensed applicator responsible to insure the inmate follow regulations and safe work practices. Inmates must receive hazard communication training on all chemicals they work with. They must be provided with all necessary personal protective equipment for the task they are performing.*
6. Minor building maintenance duties including painting, caulking, clearing rain gutters and power washing that can be done from the ground, ladder, properly constructed and erected scaffolding or with an approved personal fall arrest system.
7. Right of way & drainage maintenance using bush axes & shovels.

Inmate labor contract duties and tasks are expected to be for basic manual labor, such as those listed above, and normally utilizing manual tools such as shovels, brooms, mops, bush axes, etc. Inmates can be trained to use basic powered lawn care equipment, including riding mowers. This list of tasks is not exclusive of others but anything outside the scope of these types of work activities should be discussed with, and approved by, the correctional facility's management before assigning the inmate to perform the proposed duties.

- C. Inmates are not allowed to perform hazardous duties such as the following:
1. Work with electric transmission utility line crews in any capacity.
 2. Work within ten feet of any unguarded, energized electrical transmission lines or high voltage equipment, and/or within ten feet of any conductive object involved in a task near unguarded, energized electrical transmission lines or high voltage equipment.
 3. Enter any permit required confined space including but not limited to sewer manholes, lift stations, water tanks, chlorine contact chambers, utility vaults, salt bins, etc.
 4. Disturb any suspected or confirmed asbestos containing materials including but not limited to thermal system insulation, vinyl floor tiles, flooring mastic, roofing, roofing felts, exterior shingle siding, acoustical ceiling tiles, fire proofing materials, solid wallboard (transite), cement water pipes, cement

asbestos, sheetrock or fire doors. *Typical work activities which would disturb suspected or confirmed asbestos containing materials are normally part of renovation or demolition projects which require removal or destruction of existing materials, equipment or structures.*

5. Disturb any suspected or confirmed lead based paint by sanding, scraping, cutting, sawing, welding or power washing. *Typical work activities which could disturb suspected or confirmed lead based paint are normally part of remodeling, renovation, repair, window case replacement, electrical/plumbing/carpentry work and preparing surfaces for painting.*
6. Perform or participate in sandblasting work.
7. Operate heavy equipment or aerial man lifts of any kind. Some examples of prohibited equipment are: tractors, bull dozers, back hoes, cranes, grade alls, road construction equipment, fork lifts, boom trucks, etc. *(However, inmates are allowed to perform maintenance and repair work on this type of equipment.)*
8. Perform any task that requires the use of a respirator due to exceeding the contaminant's permissible exposure limits.
9. Work over or in water where a drowning hazard exists, without the appropriate protection, such as: standard railings, personal fall arrest systems, personal flotation devices, ring buoys and/or skiffs, as required by the OSHA standards.
10. Work in trenches or excavations four feet deep or greater.
11. Work on or adjacent to public roads and highways without the proper Manual on Uniform Traffic Control Device (MUTCD) work zone safety set up utilizing the correct traffic control devices and high visibility vests, provided by Prisons.
12. Operate chain saws.
13. Sit, stand or ride on any piece of equipment in a manner not consistent with the design of said vehicle or machinery while that equipment has its motor running or is moving. Examples of prohibited practices include, but are by no means limited to: standing on mower deck, riding in bucket of a loader, riding seated on a trailer hitch.

This list of tasks is not exclusive of others that might be considered too hazardous for inmate labor contracts. Any tasks or duties similar to these or in question, in regards to personnel safety, should be addressed with the correctional facility's management before assigning the inmate to perform the proposed duties. Failure to follow these guidelines may result in suspension of this contract and the removal of inmate labor.

III. Supervision

- A. Madison County Government Offices agrees all inmate project supervisors will receive the Department of Public Safety Inmate Orientation Training. Project Supervisors, upon successful participation in Orientation Training, are designated as Custodial Agents. New employees will be scheduled to receive this orientation training prior to being allowed to supervise inmate projects without being accompanied by Correctional Officers.

B.

1. Custodial Agent will be on-site at each workstation.
2. Each Custodial Agent will provide the inmate with a job description and will provide the Department of Public Safety with a periodic inmate work performance evaluation if requested for classification purposes.
3. The Custodial Agents of the inmates working under labor contract will provide all safety training, appropriate to the hazards and duties of each task to be performed by the inmate, in accordance with OSHA regulations. This training will include the hazards associated with the task, the proper and safe use of any equipment assigned for performing the work, the hazards associated with any chemicals used in the work, the proper safe work methods for performing the task and the correct use of any personal protective equipment needed to perform the task. This training will be ongoing and documented by the managers and supervisors for the duration of the inmate labor contract. These training records will be made available upon request from any Department of Public Safety facility, region or state official, and/or safety inspectors. The training documentation must be signed and dated by the inmate and manager/supervisor who conducted the training.
4. Work schedules will be provided by Madison County Government Offices.
5. Custodial Agents will designate break areas and ensure that inmates are supervised during all breaks.
6. Custodial Agents are to receive annual Orientation training.
7. Custodial Agents are to receive briefing in Undue Familiarity and Prison Rape Elimination Act (PREA) as part of Orientation training.

IV. Safety Equipment

- A. The Division of Adult Correction – Prisons will provide state issued steel-toed shoes. No inmate will be allowed to work without steel-toed shoes.
- B. Inmates are required to wear Prisons-issued high visibility vests where required by safety rules and regulations and/or by a Prisons manager's request.
- C. The town/county/DOT and State will furnish all other personal protective equipment needed according to the OSHA standards, other regulatory guidelines and hazard analyses of the task to be performed. All equipment to be used by inmates in the performance of their assigned tasks must meet all safety requirements for guarding, warning labels, condition and operation as required by OSHA and the manufacturer.
- D. The Custodial Agents of the town/county/DOT and State shall insure that all inmates utilize all required safety equipment and safe work procedures in the performance of their assigned tasks.
- E. The town/county/DOT and State supervisors, who act as the Custodial Agents shall insure that all inmates have completed all required safety training in the use of approved equipment, hazards communication and the proper use of personal protective equipment. All training has been documented and maintained on file by the agency.
- F. Inmate injury due to failure to follow safety regulations and/or use required safety equipment may result in suspension of this contract and removal of inmate labor.

V. Waiver and Billing Information

It is agreed that the North Carolina Department of Public Safety will waive administrative cost, transportation and custody supervision cost.

VI. Medical

Whenever any inmate assigned to the North Carolina Department of Public Safety shall suffer accidental injury or accidental death arising out of and in the course of employment, to which the inmate has been assigned, the provisions of G.S. 97-13, shall apply. The governmental agency shall compensate the Department of Public Safety.

The following procedures are to be followed when an inmate sustains an injury while on work assignment for an agency:

- 1) If the injury is serious or life threatening: the agency will contact EMS and have the injured inmate transported to the nearest medical facility. The agency must immediately notify the inmate's prison facility of the incident.
- 2) If the injury is non-serious or is non-life threatening: When the agency has trained first aid personnel on-site at the time the inmate is injured, they may provide the inmate first aid, and immediately notify the inmate's prison facility of the incident.
- 3) If the injury is non-serious or is non-life threatening: and the agency does not have trained first aid personnel onsite to render first aid that may be needed, the agency is to transport the inmate to the nearest medical facility for treatment and immediately notify the inmate's prison facility of the incident.
- 4) If the injury is non-serious or is non-life threatening: and the agency can not provide first aid or transportation to the nearest medical facility, the agency is to immediately notify the inmate's prison facility to transport the inmate for first aid.

When any inmate injury occurs on a labor contract project, whether first-aid and/or medical assistance is rendered, the agency is to provide the inmate's prison facility written documentation of the incident as soon as possible.

VII. Inmate Conduct

Madison County Government Offices reserves the right to refuse or return an inmate should safety, security or order become an issue and agrees to follow North Carolina Department of Public Safety rules and regulations as stipulated in the Supervisory Orientation Training session. Division of Adult Correction – Prisons will be the sole party responsible for issuing disciplinary action against any inmate employed by **Madison County Government Offices**. Any misconduct will be reported immediately to

the prison facility superintendent. Either party with a 30-day notice may terminate the contract at any time.

VIII. PREA

The Department of Public Safety has zero-tolerance for behavior with an offender that is unduly familiar or sexually abusive. Departmental staff, correctional agents, agency vendors and volunteers are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with offenders. Conversation and conduct with offenders is to be professional at all times. Sexual acts between an offender and departmental staff, correctional agents, agency vendors and volunteers violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable as a Class E felony in North Carolina. Under North Carolina and federal law, offenders CAN NOT consent to engage in sexual activity with departmental staff, correctional agents, agency vendors and volunteers, and all such activity shall legally be considered "against the will of the offender," even if the offender claims there was consent. Additionally, it is a criminal offense for any person to sell or give any inmate any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician, or to convey to or from an inmate any letters or oral messages or any instrument or weapon by which to effect an escape, or that will aid in an assault or insurrection, or to trade with an inmate for clothing or stolen goods or to sell an inmate any article forbidden by prison rules.

As a valued Correctional Agent of the Division of Adult Correction – Prisons, it is important to remember that any knowledge of or a report of any incidents of unduly familiar and sexual abuse involving a labor contract inmate, you have a duty to report this information immediately to your contact person at the facility of housing for the inmate and/or to the Prisons office in the Division of Adult Correction. You may also report the information to the Office of PREA Administration at prea@dps.gov . By signing this contract you acknowledge that you understand and will abide by this policy as outlined above.